

# Evenementenhal Venray B.V. General Terms and Conditions

## Article 1: Definitions

**Organiser:** Evenementenhal Venray B.V., a limited liability company, with its registered legal seat in Venray and having its office in (4207 HZ) Gorinchem at Franklinweg 2, registered in the trade register of the Chamber of Commerce under number 822576193.

**Event:** the trade show, exhibition, congress, or other event organised by the organiser.

**Offer:** the offer from the Organiser to conclude an Agreement.

**Agreement:** the Agreement between the organiser and other Party for the participation in an Event following the acceptance of an Offer.

**Other Party:** the natural or legal person who concludes or has concluded an Agreement or to whom an Offer has been issued.

**Stand Space:** the event space that is made available to the Other Party.

**Payment:** the Payment the Other Party owes the Organiser for participation in an Event.

## Article 2: Applicability of the General Terms and Conditions

- These General Terms and Conditions are applicable to all Offers and Agreements provided by the Organiser.
- The General Terms and Conditions have been included on the Organiser's website and will be sent by email at the request of the Other Party.
- Any general terms and conditions of the Other Party or other deviating provisions do not form any part of the Agreement, unless and insofar the Organiser has expressly agreed to this in writing. In the event the Other Party does not reply to an Offer or order confirmation that refers to these General Terms and Conditions, this will constitute tacit consent to the content thereof.
- If a provision of these General Terms and Conditions is in any way invalid or non-binding, this does not affect the validity of any other provisions established in these General Terms and Conditions.
- The Organiser has the right to change these General Terms and Conditions at any time. Any changes will take effect eight (8) days after they have been announced by the Organiser on its website.
- In all cases not covered by the current General Terms and Conditions, the Organiser's management shall decide.

## Article 3: Offers

- All Offers from the Organiser are without obligation. If an Offer is accepted by the Other Party, the Organiser has the right to withdraw the offer within two (2) working days after receipt of the acceptance.
- Registration for participation in an Event by the Other Party may be done in writing or verbally. The acceptance of participation by the Organiser shall be confirmed by email to the Other Party, thus forming the Agreement.
- The Organiser reserves the right to reject a request to participate if the interests of (another) participant(s) and/or the Organiser and/or the Event require that, which is exclusively to be judged by the Organiser. The Organiser shall never be held liable for damage suffered by the Other Party or third parties as a result of a decision by the Organiser to reject a request for participation.

## Article 4: Payment

- The Payment amount owed by the Other Party for its participation in the Event is stated in the Agreement and shall be invoiced to the Other Party by the Organiser.
- Payment must be made to the bank account number specified by the Organiser within the stated payment period. The Organiser will invoice as follows:  
For annual Events:
  - an advance of fifty percent (50%) of the Payment fee within eight (8) days after acceptance of the request;
  - the remainder of the Payment fee at least one hundred and twenty (120) days before the opening date of the Event.For non-annual events:
  - an initial advance of twenty percent (20%) of the Payment fee within eight (8) days after acceptance of the request;
  - a second advance of thirty percent (30%) of the Payment fee at least thirteen (13) months before the opening date of the Event;
  - the remainder of the Payment fee at least one hundred and twenty (120) days before the opening date of the Event;
- The payment period for invoices is thirty (30) days, unless specified otherwise.
- If a request for participation is made less than thirty (30) days before the opening date of the Event, the Payment fee must be paid before the opening date of the Event.
- Any additional orders must be paid within thirty (30) days after confirmation by the Organiser, but in any case before the opening date of the Event. Unless the Organiser determines otherwise, construction of the stand and/or use thereof may only commence once the Payment and other costs owed up to that time have been received by the Organiser. Additional orders at the time of the Event must be paid immediately (debit card or cash).
- In the event of late payment of any amount due to the Organiser, statutory interest shall be charged from the moment the claim has become due and payable. All costs related to taking (extra)judicial collection and/or enforcement measures are at the expense of the Other Party. Insofar as the Other Party is a natural person who does not act in the exercise of a profession or business, the (extra)judicial collection costs are determined in accordance with the Collection Costs Act ("Wet Inccassokosten"). In all other cases, these costs amount to fifteen percent (15%) of the amount owed by the Other Party.
- If the Other Party has not fulfilled its payment obligations in time, the Organiser is entitled to suspend the fulfilment of its obligations until payment has been made or proper surety has been provided for this. In case the Organiser has reasonable suspicion that there are reasons to doubt the creditworthiness of the Other Party, it may request the Other Party to provide surety for the Payment fee before payment is made. If the Other Party fails to fulfil its payment obligations or does not provide the requested surety, the Organiser has the right to rent out the Stand Space, without obligation to pay for damage, to different third parties and/or to allocate other Stand Space to the Other Party.
- Payments made by the Other Party will first be used to settle all interest and costs due and subsequently to settle the longest outstanding invoices.

## Article 5: Changes to or Cancellation of the Event

- The Organiser at all times reserves the right to change the established dates, times, and location of the Event and/or to cancel the Event entirely.

- A change in the location of the Event within a radius of fifty (50) kilometres from the original location or change to a date within thirty (30) days before or after the original date does not entitle the Other Party to withdraw its participation. In the event of a change in the location of the Event outside a radius of fifty (50) kilometres or a change in date more than thirty (30) days before or after the original date, the Other Party may cancel its participation free of charge within fifteen (15) days, failing which the Other Party is deemed to have accepted the change.
- If the Organiser decides that an Event will not take place, all registrations and assignments already made will lapse. Refund of the Payment fee already paid shall take place within thirty (30) days after this decision.
- In none of the cases mentioned in the article is the Other Party entitled to compensation for any damage, costs or interest, in any form whatsoever.

## Article 6: Conditions for Participation

- The Organiser distributes the available Stand Space among the participants of the Event and provides the Other Party with an event plan. The Organiser reserves the right to change the layout at its own discretion at all times. Stand Space is only made available for the entire duration of an Event.
- Only products or services that are specified in the Agreement or that the Organiser determines are permitted may be used or exhibited. The Organiser may have unauthorised products or offers for services removed at the expense of the Other Party.
- Unless the Organiser has given written permission to do so, the Other Party is not permitted to offer food and drinks for on-site consumption and/or sales, advertising and/or customer acquisition, whether or not in the form of test samples.
- The Other Party is not permitted to conduct activities that, in the opinion of the Organiser, may cause damage to the Event, the Organiser, or other participants. The Other Party will not play/display intrusive music and/or lighting systems. This to be judged by the Organiser.
- Unless given written permission by the Organiser, the Other Party is prohibited from organising lotteries, contests, or games of chance during Events.
- The Other Party accepts that the Organiser cannot offer exclusivity with regard to the products and services to be displayed by the Other Party and/or to be offered to the audience.
- The Organiser is responsible for maintaining order. The Other Party and its employees and invitees are obliged to follow the instructions and guidelines of the Organiser.
- A general smoking ban applies to every Event. The Other Party is obliged to strictly comply with the instructions of the Organiser in this regard and to impose this smoking ban on its relations and visitors.

## Article 7: Stand Space Layout

- The dimensions (depth, width, and height) of the Stand Space shall be specified by the Organiser and form part of the Agreement. Stand construction and layout, including walls, must remain within these dimensions. If indicated, the Other Party shall timely inform the Organiser about the layout of its Stand Space and submit a dimensional sketch, layout concept, and other information requested by the Organiser.
- The Other Party will submit the contact details of itself or its representative to the Organiser, as well as a list of possible (sub)contractors that may be engaged for the design of the Stand Space.
- When installing raised floors, ceilings, walls, or other covers, prior approval from the Organiser is required. The Other Party must ensure the floors and/or ceilings accurately match the floors and/or ceilings of (an) adjacent stand(s).
- The Other Party shall be given the opportunity to set up its Stand Space during a time to be determined by the Organiser, but in any case before the opening date of the Event. The Organiser determines by what date supply transport and installation work must be completed. During the Event, no packaging or transport materials may be present in areas accessible to the general public.
- Materials used must in all respects comply with the regulations of the fire brigade and other competent authorities. In the event flammable materials—such as gauze, jute, etc.—are used, these must have been made fire resistant. All floors, walls, and ceilings must be finished to the satisfaction of the Organiser. If soil, sand, or other moisture-attracting/containing materials are incorporated into a stand's decor, the floor must be sufficiently protected against moisture.
- It is not permitted to apply materials, both outside and inside and regardless of their nature, on the Organiser's buildings.
- If the Other Party makes use of facilities and/or aids made available by the Organiser (e.g. forklift trucks), then this use will be entirely for the account and risk of the Other Party, and the Organiser will in no way be liable for any damage resulting from this use.
- Installation of supply and discharge pipes for electricity, water, and telephone connections must be exclusively performed by or on behalf of the Organiser. The Other Party is obliged to observe the regulations of supply companies with regard to the use of electricity, gas, and water. The Organiser does not accept any liability with regard to the provision of electricity, gas, and water.
- Connection boxes, pits, and rails for the purpose of electricity supply, as well as connection pits and taps for water connections, must be accessible at all times. The same applies for fire hydrants, fire reels, and doors. These must also be clearly visible from the walkway. The Other Party is at all times obliged to immediately follow or implement the regulations or instructions of the emergency services, Organiser's employees, or building owners.
- After it has been made available, the Other Party must inspect the Stand Space and immediately, but no later than on the first day, report any shortcomings or defects to the Organiser, failing which the Other Party is deemed to have accepted the Stand Space.

## Article 8: Use of Stand Space

- During opening hours of the Event, the Other Party is obliged to keep the Stand Space occupied with a sufficient range of products or services and personnel and to furnish it adequately, in keeping with the character of the Event, all this to be judged by the Organiser. If the Other Party does not comply with these requirements, the Organiser is entitled to remove any of the Other Party's furnishing materials. In this case, the Other Party will be liable for all costs that the Organiser must incur for the redecorating of the Stand Space.
- The Organiser's employees can have access to the Stand Space rented by the Other Party at all times.
- The exhibited products and/or materials of the Other Party must be placed in such a way that the unobstructed view of the surrounding stands and exhibition space is not impeded. This is to be judged solely by the Organiser. During opening hours, exhibited

products and materials may not be covered. The Organiser has the right to remove any existing covers, without any liability towards the Other Party.

4. The Other Party is expressly forbidden to sublet its Stand Space, in whole or in part, to third parties.

#### **Article 9: Dismantling Stand Space**

1. After dismantling, the Other Party is obliged to leave the Stand Space in the same condition as when it was made available by the Organiser, whereby any dirt or materials, such as soil, sand, and fertiliser left behind must be removed. Any damages and dirt observed by the Organiser that has not been repaired or removed by the Other Party will be repaired or removed by the Organiser, the costs of which will be fully passed on to the Other Party.
2. Dismantling work, transport, supply of packaging and other auxiliary materials, and the packing of goods may only commence after the Event has been closed and after the Organiser has announced that all measures have been taken to commence dismantlement.
3. If the Stand Space is not completely cleared or cleaned up in time, the Organiser is entitled to:
  - a. remove any remaining materials, goods, or packaging at the expense and risk of the Other Party;
  - b. restore the Stand Space to the state in which it was made available to the Other Party, this fully at the expense of the Other Party.

#### **Article 10: (Online) Catalogue**

1. The Other Party has the right to have their participation mentioned in the Event catalogue and/or on the Event's website, if applicable. The catalogue and/or website are based on the information provided by the Other Party when registering. The Organiser determines how this mentions are published and reserves the right to shorten or edit the Other Party's information if necessary.
2. The Other Party guarantees that all information regarding their activities, provided to the Organiser within the context of the Event for publication in the catalogue and on the website of the Event, among other things, is correct and complete and is not contrary to the applicable laws and regulations, does not infringe third party rights, and is not unlawful in any other way. The Other Party shall not use the Organiser's catalogue and/or website in any way that violates the applicable laws and regulations, including but not limited to those with regard to data protection, or that infringes third party rights or is otherwise unlawful in any way whatsoever.
3. The Organiser is not liable towards the Other Party or third parties for any inaccuracies, errors, or omissions in the catalogue. The Other Party indemnifies the Organiser against any third party claims related to the information provided by the Other Party.

#### **Article 11: Access to the Event**

1. The Organiser shall make a number of exhibitor passes available to the Other Party as determined in the Agreement. These registered exhibitor badges are strictly personal and non-transferable, and are the only access pass to the Event. The persons who received an exhibitor badge are required to produce this at the first request of the Organiser's employees, both during the period that the Event is open for the public and during the hours reserved for assembling and dismantling of the stands.
2. The Organiser reserves the right to deny access to the Event and its grounds and buildings and to withdraw a granted access pass at any time, without stating reasons.

#### **Article 12: Intellectual property**

1. The Other Party guarantees that their activities within the context of the Event, including but not limited to offering and/or disclosing the products and services they exhibit during the Event and all publicity under their responsibility, do not violate any third party rights, such as intellectual property rights (including but not limited to copyrights, trademarks, patents, and model rights), and are not otherwise unlawful towards third parties in any way.
2. The Other Party is not permitted to exhibit machines, devices, and/or products for which the manufacturer, importer, or other allegedly rightful claimant has not given their approval.
3. The Other Party states and guarantees that all photographs, illustrations, and other graphic works and/or texts with regard to the products or services they offer, that they made available to the Organiser for their publication in the catalogue or on the website of the Event or by the press or third parties, may be used freely and free of charge and that their publication does not infringe any third party rights, including but not limited to copyrights and portrait rights.
4. The Organiser reserves the right to take photographs and video and sound recordings of the Other Party's Stand Space and persons during the Event and during the assembly and dismantling, and to use these for the publicity of the Event and to promote their services and those of their affiliated companies in general. In case the Other Party has valid reasons to request that certain products or persons are not photographed, they must make this request known to the Organiser beforehand or within 24 hours. Failure to do so will result in the loss of any right to object against this.
5. In case it comes to the Other Party's knowledge that the products or services they exhibit at the Event may violate third party rights, or in case possessions of the Other Party that are located at the Event site are garnished, they shall notify the Organiser immediately and in writing and provide the Organiser with a copy of all relevant documents. Furthermore, the Other Party commits to provide the Organiser with all information regarding their activities and any related (impending) disputes with third parties that the Other Party should reasonably understand to be of importance to the Organiser.
6. The Other Party indemnifies the Organiser and their affiliated companies, as well as the owner and operator of the event building and the managers, shareholders, and all employees of the Organiser and their affiliated companies, against all third party claims resulting from an infringement of their intellectual property or other rights, related to the Other Party's activities within the context of the Event, including but not limited to the products and services exhibited during the Event by the Other Party and all related publicity. The Other Party shall fully reimburse the Organiser and their affiliated companies, as well as the owner and operator of the event building and the managers, shareholders, and all employees of the Organiser and their affiliated companies, for all damage suffered and costs incurred, including all costs of legal assistance, in relation with an (alleged) infringement by the Other Party of any third party rights.
7. The Organiser is always authorised to remove any products, services, publicity, and objects exhibited by the Other Party from the Event, without having to pay the Other Party any damages and without prejudice to the Organiser's claims against the Other Party, in case of a complaint from a third party, at the request of a judicial or administrative authority, or at their own accord.

#### **Article 13: Data Protection / GDPR**

1. The Organiser processes all personal data that the Other Party provides them with in accordance with the applicable laws and regulations about the protection of personal data, especially the General Data Protection Regulation, and the Organiser's Privacy Policy.
2. The Other Party states and guarantees that they process all personal data processed within the context of their participation in the Event in accordance with the applicable laws and regulations about the protection of personal data, especially the General Data Protection Regulation. The Other Party indemnifies the Organiser and all their affiliated companies against any third party claims, including sanctions imposed by the relevant supervisor, in relation with an alleged violation of the applicable laws and regulations about the protection of personal data.

#### **Article 14: Non-compliance and Dissolution**

1. In case the Other Party is of the opinion that the Organiser fails to comply with one or more of their obligations under the agreement, the Other Party shall inform the Organiser of this opinion in writing, with statement of reasons. Such report must be sent as soon as possible after identifying the alleged non-compliance or at least within fourteen (14) days after the end of the Event. Failure to comply with this term shall result in the Other Party's loss of any and all claims.
2. In case the Other Party fails to comply with an obligation under the Agreement despite the Organiser's written request, the Organiser is authorised to dissolve the Agreement, partly or in whole, and claim damages, without judicial intervention.
3. Furthermore, the Organiser may dissolve the Agreement if:
  - the Other Party is declared bankrupt;
  - the Other Party is granted a (provisional) suspension of payment;
  - the Organiser has valid reasons to assume that the Other Party will not be able to comply with their obligations;
  - the ownership of or control over the Other Party changes hands.
4. The Other Party waives the right to dissolve the Agreement for any reason.

#### **Article 15: Force Majeure**

1. In case the Organiser is subject to a circumstance that results in a non-culpable failure to comply with their obligations (force majeure), it has the right to suspend compliance with their obligations towards the Other Party during a period to be decided by the Organiser, without any obligation to pay damages. The Other Party's obligations towards the Organiser shall remain in full force during such period.
2. Force majeure also includes a situation in which the Organiser's suppliers or other third parties they engaged for the performance of the Agreement non-culpably fail to comply with their obligations. A culpable failure by a third party engaged by the Organiser shall result in a non-culpable failure by the Organiser if the Organiser could not reasonably foresee that third party's failure to comply with their obligations.

#### **Article 16: Cancellation of Participation**

1. The Other Party may cancel their participation, free of charge, within seven (7) days after the conclusion of the Agreement. In other cases of cancellation of their participation in the Event, the Organiser shall charge the Other Party a cancellation fee as set out below:
  - in case of cancellation one hundred and twenty (120) or more days before the starting date of the Event as determined by the Organiser: 50% of the Fee;
  - in case of cancellation between one hundred and twenty (120) and thirty (30) days before the starting date of the Event as determined by the Organiser: 100% of the Fee;
  - in case of cancellation less than thirty (30) days before the starting date of the Event as determined by the Organiser: 100% of the Fee plus a cancellation charge of € 1,000.00 (one thousand euros).
2. In case of cancellation, the Organiser has the right to rent out the Stand Space to another exhibitor or, at their own discretion, to write on the Stand Space and in the event plan something in the sense of "This stand space was reserved for [other party's name]" or a similar wording.

#### **Article 17: Liability**

1. The Organiser and their affiliated companies, shareholders, managers, and employees are not liable for any damage in the broadest sense suffered directly or indirectly by the Other Party, their employees, their visitors, or any other third party, except in case of malicious intent or gross fault. In this article, the term damage includes all consequential damage, such as business interruption, damage due to loss of revenue, lost profit, etc., as well as damage due to theft, vandalism, or any other cause.
2. The Other Party is responsible for all damage suffered and costs incurred by the Organiser in relation with their participation, regardless of whether such damage or costs were caused by the Other Party themselves or by third parties.
3. The Other Party indemnifies the Organiser against any and all claims from third parties, including but not limited to other participants in the Event, due to damage or costs, in the broadest sense, caused by the Other Party, their employees, their visitors, or any other third party for whose actions or omissions the Other Party is responsible.

#### **Article 18: Insurance**

1. The Other Party shall take out, and maintain during the fair, an appropriate insurance policy at their own expense and risk, which policy must cover any form of damage to or theft or loss of the Other Party's, the Organiser's, and third parties' belongings in line with current market conditions or better.
2. Furthermore, the Other Party shall take out, and maintain during the Event, an insurance policy against legal liability with sufficient coverage, at their own expense and risk. An insurance policy with sufficient coverage is understood to mean one that covers all damage suffered by the Organiser or third parties as a result of the Other Party's activities. The insurance policy also includes the transport to and from the Event and must be in effect at the moment the supply and assembly begins and may not end before the rented space has been completely dismantled, and all belongings have been removed from the fair site.
3. The Other Party shall submit their insurance policy/policies to the Organiser for inspection at its first request.

#### **Article 19: Applicable Law**

1. The legal relationship between the Organiser and the Other Party is governed exclusively by the laws of the Netherlands.
2. Any disputes between the Organiser and the Other Party shall be brought exclusively before the competent Dutch judge in the district in which the Organiser has their registered office, insofar as not determined otherwise by imperative law and on the understanding that the Organiser has the right to bring a case before the legally competent judge.