

## GENERAL TERMS OF BUSINESS - EASYFAIRS BELGIUM NV

### ARTICLE 1: DEFINITIONS

In the context of these General Terms of Business the following terms shall have the following meaning:

- **Organiser:** the organiser of the Trade Fair, i.e. the public limited company EASYFAIRS BELGIUM NV, with registered office in 9051 Ghent, Maaltekouter 1 and places of business in
  - 1200 Brussels, Sint-Lambertusstraat 135,
  - 2020 Antwerp, Jan Van Rijswijcklaan 191,
  - 2800 Mechelen, Plattebeekstraat 1, and
  - 5000 Namur, avenue Sergent Vrithoff 2,registered in the register of legal entities under company number BE 0424.681.440, Business Court Ghent.
- **Application to participate:** request from the Candidate-exhibitor to take part in the Trade Fair, as outlined in article 3.
- **Trade Fair:** the Trade Fair organised by the Organiser, as described in the Application to participate.
- **Candidate-exhibitor:** any natural or legal person who expresses an interest in taking part in the Trade Fair by submitting an Application to participate.
- **Exhibitor:** any Candidate-exhibitor whose Application to participate was accepted by the Organiser in accordance with the provisions of article 4 of these General Terms of Business.
- **Acceptance:** the Organiser's decision to approve the Application to participate and to accept the Candidate-exhibitor as Exhibitor at the Trade Fair.
- **Building:** the property in and/or around which the Trade Fair is organised.
- **(Allocated) Stand:** area at the Trade Fair expressed in m<sup>2</sup> (allocated to the Exhibitor by the Organiser in accordance with article 7.1).
- **Trade Fair Floor Plan:** floor plan of the Trade Fair, drawn up by the Organiser that determines the stands that are allocated to the Exhibitors.
- **Objects (Exhibited):** the products, items, work and

devices (exhibited by the Exhibitor at the Trade Fair or which the latter wishes to exhibit at the Trade Fair).

- **Opening Date:** the Trade Fair's official opening date, on the understanding that, in the event of an avant-première, the avant-première shall be regarded as the Trade Fair's official opening date.
- **General Terms of Business:** the present General Terms of Business.
- **Price Terms:** the rates applicable to the Candidate-exhibitor's Application to participate and to its participation in the Trade Fair as appended to the Application to participate or to any other commercial document. The rates are exclusive of VAT.
- **Amounts Due:** any amounts to be paid by the Exhibitor by reason of its Acceptance pursuant to article 5.1.2. of these General Terms of Business

The terms defined in this article shall have the same meaning whether used in the singular or the plural.

### ARTICLE 2: APPLICABILITY OF THE GENERAL TERMS OF BUSINESS

**2.1** These General Terms of Business are applicable to the contractual relationship and all the obligations between the Organiser, on the one hand, and the Candidate-exhibitor or the Exhibitor, on the other hand, with regard to the Application to participate, the Acceptance and the participation in the Trade Fair.

**2.2** By submitting the Application to participate in accordance with article 3 of these General Terms of Business, the Candidate-exhibitor expressly declares that all the obligations between him and the Organiser relating to the Trade Fair are governed by the present General Terms of Business, to the exclusion of the Candidate-exhibitor's own General Terms of Business, even if they were drawn up subsequent to these General Terms of Business.

**2.3** In order to be valid, any derogation from these General Terms of Business shall be subject to the Organiser's prior and explicit consent in writing.

## **ARTICLE 3: APPLICATIONS TO PARTICIPATE**

**3.1** Candidate-exhibitors shall submit their Application to participate to the Organiser, either by means of the application form provided by the Organiser or by email or by means of an oral request confirmed by the Organiser by email.

**3.2** The Candidate-exhibitor's submission of the Application to participate pursuant to article 3.1 constitutes a binding and irrevocable offer on its part to take part in the Trade Fair on the terms laid down in these General Terms of Business, in the Price Terms and in its Application to participate. Any subsequent change in or withdrawal of the Application to participate shall be regarded and treated as a withdrawal from participation by the Candidate-exhibitor pursuant to the provisions of article 6 of these General Terms of Business.

**3.3** The Organiser shall provisionally log the Application to participate pending its acceptance or refusal in accordance with the provisions of article 4 of these General Terms of Business.

## **ARTICLE 4: ASSESSMENT OF THE APPLICATION TO PARTICIPATE**

The Organiser is free to accept or refuse any Application to participate, in accordance with the provisions of the present article 4. The Organiser is entitled to have the Applications to participate assessed by a selection committee set up by the Organiser and freely selected by the latter.

### **4.1 Selection criteria**

The Organiser, or as the case may be, the selection committee processes and assesses all the Applications to participate on the basis of the following criteria:

- 1) the availability of the various exhibition halls;
- 2) the balanced distribution of the content of the Trade Fair;
- 3) the compatibility of the Candidate-exhibitor's business with the purpose of the Trade Fair;
- 4) the quality of the Objects Exhibited;
- 5) the variety in the Objects Exhibited;

### **4.2 Grounds for refusal of an Application to participate**

An application to participate may be turned down in one or more of the following non-exhaustive cases:

- 1) the Application to participate is not compatible with one or more of the criteria listed in article 4.1;
- 2) the Candidate-exhibitor does not comply with one or more of its obligations arising from its Application to participate;
- 3) the Candidate-exhibitor did not comply with one or more obligations concerning a previous trade fair organised by the Organiser or a company affiliated to it;
- 4) the Candidate-exhibitor is likely to disrupt the Trade Fair or to tarnish the good name and reputation of the Trade Fair or the Organiser;
- 5) the Candidate-exhibitor fails to comply with the Organiser's terms and/or guidelines on the Stand's layout and decoration;
- 6) the owner or the operator of the Building objects to the Candidate-exhibitor being accepted.

### **4.3 Refusal of the Application to participate**

The Organiser will notify the Candidate-exhibitor that its Application to participate has been turned down in writing. Such refusal shall not under any circumstances give rise to any form of liability on the part of the Organiser or to the payment of any damages by the Organiser.

### **4.4 Acceptance of the Application to participate**

**4.4.1** The agreement between the Organiser and the Exhibitor concerning the Exhibitor's participation in the Trade Fair comes into being by reason of the Acceptance. However, an Exhibitor's effective right to participate in the Trade is dependent on the Exhibitor complying with its contractual obligations, inter alia - but not limited to - the payment obligations set out in article 5 of these General Terms of Business.

**4.4.2** The Organiser shall notify the Candidate-exhibitor of its Acceptance by means of a confirmation email and/or the invoice as outlined in article 5 of these General Terms of Business. No other prior correspondence or exchange of other documents (such as e.g. the Trade Fair Floor Plan referred to in article 7.2) between the Organiser and the Candidate-exhibitor can be regarded as an Acceptance.

**4.4.3** Under no circumstances does Acceptance create one or other entitlement to take part in a future Trade Fair the Organiser or a company affiliated to it may organise, other than the Trade Fair to which the Acceptance applies.



## **ARTICLE 5: RATES, INVOICING AND PAYMENT TERMS**

### **5.1 Rates and invoicing**

**5.1.1** The Exhibitor explicitly agrees to electronic invoicing.

**5.1.2** Except as otherwise provided in the Price Terms, the Exhibitor is, by reason of the Acceptance, automatically held to pay:

- 1) the registration fee;
- 2) the insurance premium in accordance with the provisions of article 17 of these General Terms of Business;
- 3) the costs associated with booking a Stand at the Trade Fair;
- 4) any other costs as provided in the Price Terms or in any other commercial document.

Without prejudice to the provisions of article 6 of these General Terms of Business, the Amounts Due shall remain payable even if the Exhibitor was to subsequently cancel its participation for whatever reason or to reduce the floor space it initially applied for.

**5.1.3** The Amounts Due shall be invoiced as follows:

In the case of annual trade fairs:

- 1) an advance of 50 % of all the Amounts Due (the "Advance") within eight days of Acceptance of the Application to participate;
- 2) the balance of all the Amounts Due (the "Balance") no less than 120 days prior to the Trade Fair's Opening Date; and
- 3) the cost of any technical orders no less than 30 days prior to the Trade Fair's Opening Date.

In the case of non-annual trade fairs:

- 1) an advance of 20 % of all the Amounts Due (the "First Advance") within eight days of Acceptance of the Application to participate;
- 2) an advance of 30 % of all the Amounts Due (the "Second Advance") thirteen months prior to Trade Fair's Opening Date;
- 3) the balance of all the Amounts Due (the "Balance") no less than 120 days prior to the Trade Fair's Opening Date; and
- 4) the cost of any technical orders no less than 30 days prior to the Trade Fair's Opening Date.

In the case of Acceptance of an Application to

participate that was submitted to the Organiser less than 120 days but more than 30 days prior to the Trade Fair's Opening Date, the Advances and Balance will be invoiced together and the amounts in question must be settled in full before the Exhibitor will effectively be entitled to take part in the Trade Fair. Technical orders will be invoiced at least 30 days before the Trade Fair's Opening Date.

In the case of Acceptance of an Application to participate that was submitted to the Organiser less than 30 days prior to the Trade Fair's Opening Date, all the Amounts Due, including the cost of any technical orders, will be invoiced together and the amounts in question must be settled in full before the Exhibitor will effectively be entitled to take part in the Trade Fair.

**5.1.4** The Organiser is entitled to charge the Exhibitor an administrative fee of 30 euros in cases where an amended or new invoice needs to be issued because the information communicated initially was incomplete or incorrect or because the correct essential invoicing details were communicated late.

**5.1.5** If the Exhibitor asks the Organiser to register any invoice in the systems of the Exhibitor, the Organiser will be entitled to charge the Exhibitor an administrative fee of 50 Euro per invoice.

### **5.2 Payment terms**

**5.2.1** The Organiser's invoices shall be settled net and without discount or offsetting within 30 days of the invoice date. Any invoice that is issued within 30 days of the Trade Fair's Opening Date or after the Trade Fair's Opening Date shall be settled on receipt, in cash, net and without discount or offsetting.

**5.2.2** Payments made to a representative or to an appointee of the Organiser do not release the Exhibitor from its financial obligations, unless the Organiser has given its explicit prior consent in writing.

**5.2.3** The Exhibitor is obliged to notify the Organiser of any dispute of an invoice in writing and within 8 days of the invoice date. Such disputes shall by no means affect the Exhibitor's obligation to settle any other invoices that are due at the moment of the dispute and do not entitle it to suspend the performance of any payment obligation or any other obligation vis-à-vis the Organiser.

### **5.3 Late payments**

**5.3.1** Any invoice that is not settled by its due date shall ipso jure and without prior formal notice incur default interest at the rate of 8 % per annum as of its



due date and shall render any other invoices yet to fall due immediately payable. Furthermore, any invoice that is not settled by its due date shall ipso jure and without prior formal notice be increased by a lump sum indemnification of 10 %, with a minimum of 125 euro, without prejudice to the Organiser's right to prove greater damage.

**5.3.2** In addition, any overdue payments shall ipso jure and without prior formal notice entitle the Organiser to suspend all its obligations vis-à-vis the Exhibitor, among which denying the Exhibitor the right to take part in the Trade Fair and/or offering the Stand Allocated to the Exhibitor to another Exhibitor.

#### **ARTICLE 6: WITHDRAWAL FROM PARTICIPATION BY THE EXHIBITOR, REDUCTION IN THE FLOOR SPACE REQUESTED OR CHANGE IN THE TYPE OF STAND CHOSEN**

The Exhibitor recognises that participation in the Trade Fair by each Exhibitor is an essential prerequisite for the success thereof. As of the Acceptance, the Trade Fair shall be organised and planned taking account of and in function of the Exhibitor's participation. Any change by the Exhibitor in its participation in the Trade Fair has a significant impact on the organisation and planning of the Trade Fair, depending on the proximity to the Opening Date.

Subject to the conditions set out below, the Exhibitor is at all times free to withdraw its participation in the Trade Fair, and to reduce the floor space initially requested and to change the type of Stand chosen.

**6.1** Without prejudice to the provisions of article 3.2, the Exhibitor shall notify the Organiser in writing of its withdrawal from participation in the Trade Fair and of any reduction in floor space originally requested in the Application for participation or of any change in the type of Stand initially chosen (e.g. from "all-in" to "space only") irrespective of whether any such withdrawal, reduction or change takes place prior or subsequent to the Organiser's Acceptance.

#### **6.2 Withdrawal from participation**

**6.2.1** Any Exhibitor who withdraws from participation shall ipso jure and without prior formal notice be held to pay the following lump sum cancellation fees:

1) Where withdrawal is announced six months or more before the Opening Date, a cancellation fee equal to 50 % of the total Amounts Due;

2) Where withdrawal is announced between six months and three months before the Opening Date, a cancellation fee equal to 75 % of the total Amounts Due;

3) Where withdrawal is announced between three months and thirty days before the Opening Date, a cancellation fee equal to the total Amounts Due;

4) Where withdrawal is announced less than thirty days before the Trade Fair's Opening Date or after the Trade Fair's Opening Date, a cancellation fee equal to the total Amounts Due and, where appropriate, the amount of any other invoices payable to the Organiser, increased by 1,000 euro by way of compensation for the additional prejudice the Organiser sustained as a result of the belatedness of the withdrawal. No-shows without prior notice of withdrawal from participation in the Trade Fair shall be equated to the latter case.

Such cancellation fee is irrevocable and entirely independent of the reason for the Exhibitor's withdrawal from participation. The Exhibitor hereby expressly accepts that, in cases such as these, the Organiser is entitled to allocate the Exhibitor's Stand to another Exhibitor or to post the following notice on the Stand which was allocated to the Exhibitor: "this stand was reserved for [name of the Exhibitor] in virtue of the registration dd.[date]".

#### **6.3 Reduction in the floor space/change in the type of Stand**

**6.3.1** The Organiser reserves the right to accept or reject any requests for a reduction in the floor space originally requested or any change in the type of Stand initially chosen at its own discretion.

**6.3.2** In the case of a reduction in the floor space originally requested or a change in the type of Stand initially chosen, the Exhibitor shall, aside from the Amounts Due for the reduced floor space or change in type of Stand, ipso jure and without prior formal notice be held to pay a cancellation fee equal to the difference between the Amounts Due for the floor space originally requested or the type of Stand initially chosen, on the one hand, and the Amounts Due for the reduced floor space or change in type of Stand, on the other hand.

**6.4** Where the cancellation fees referred to in article 6.1, 6.2 and 6.3 are paid late, the provision of article 5.3.1 shall apply.



## ARTICLE 7: STANDS

### 7.1 Stand allocation

7.1.1 The Organiser allocates the Stands at the Trade Fair to the Exhibitors at its own discretion.

7.1.2 Exhibitors are free to raise their substantiated objections to the Stand they were allocated with the Organiser within 8 days of the Organiser having announced the allocation. The Organiser shall examine these objections and take a reasoned decision. Such decision shall be final and shall be communicated to the Exhibitor in writing.

7.1.3 The Organiser reserves the right to move an Allocated Stand at any time, to change its shape or to move one or more Stands Allocated to an Exhibitor or to a group of Exhibitors to one or more other Stands if warranted for general organisational reasons, whether beyond the Organiser's control or otherwise. On no account shall such a change or relocation entitle the Exhibitor to any form of compensation.

### 7.2 Trade Fair Floor Plan

7.2.1 The Organiser shall provide the Exhibitor with a Trade Fair Floor Plan that defines the Exhibitor's Allocated Stands. This Trade Fair Floor Plan is provided for information only and the Organiser cannot be held liable for potential differences between the dimensions on this plan (which are indicative only) and the actual dimensions of the Allocated Stand.

7.2.2 Any Exhibitor who believes that the dimensions of the Allocated Stand are incorrect on the Trade Fair Floor Plan shall notify the Organiser of the inaccuracies in writing and at the latest on the first day of the set-up period whereupon the Organiser shall appoint a delegate to check the possible incorrect dimensions. The Organiser cannot and will not entertain any complaints made after the stand has been set up.

### 7.3 Availability, set-up and furnishing of the Allocated Stand

7.3.1 Exhibitors undertake to submit a file to the Organiser that inter alia contains the following details and documentation in relation to the Allocated Stand:

- 1) a detailed scale drawing;
- 2) a detailed furnishing concept;
- 3) the contact details of the Exhibitor's representative as outlined in article 7.4.2; and
- 4) the names of the subcontractors/stand constructors the Exhibitor intends to use in the context of the

Trade Fair.

The Exhibitor undertakes to set up and furnish the Allocated Stand in accordance with the file submitted to the Organiser, with any comments the Organiser may have made and with the manual provided by the Organiser. In the event of non-compliance with this undertaking, the Organiser is entitled to refuse the Exhibitor the use of the Allocated Stand. Furthermore, the Organiser at all times reserves the right to finish, furnish, remove or change any fixtures or fittings that could interfere with the general organisation of the Trade Fair, hinder nearby Exhibitors or visitors or are not in conformity with the applicable legal safety requirements, with the file submitted beforehand, with any comments the Organiser may have made on the file or with the manual the Organiser provided.

7.3.2 Without prejudice to the provisions of article 5.3.2, the Exhibitor will be given access to the Allocated Stand at the start of the set-up period as communicated beforehand, subject to the Organiser's right to impose stricter deadlines.

Set-up and furnishing of the Allocated Stand must be fully completed on the day that precedes the Trade Fair's Opening Date.

Any Allocated Stand that has not been taken into use one day before the Trade Fair's Opening Date shall be regarded as a withdrawal from participation in the Trade Fair within the meaning of article 6.2.1 4) of these General Terms of Business. In that case, the Organiser can ipso jure and without prior formal notice or warning take possession of the Allocated Stand again.

7.3.3 The Organiser must be notified of any issues or defects with/to an Allocated Stand in writing and at the latest on the first day of the set-up period. Failing such notification, the Exhibitor shall be deemed to have received the Allocated Stand in perfect condition and satisfying the requirements of its activities at the Trade Fair. Any issue or defect that is discovered at a later stage shall be deemed to have been caused by the Exhibitor and none other than the Exhibitor shall be liable vis-à-vis the Organiser.

### 7.4 Stand maintenance

7.4.1 The Exhibitor undertakes to keep the Allocated Stand in mint condition. Where appropriate or necessary, the Organiser can have the Allocated Stand cleaned or repaired at the Exhibitor's expense.

7.4.2 The Exhibitor shall appoint a representative who is responsible for the Allocated Stand as of the



moment it is made available and for the duration of the Trade Fair.

## **7.5 Dismantling Stands**

**7.5.1** The Organiser shall inform the Exhibitors of the period within which the Stands must be dismantled in advance, without prejudice to the Organiser's right to impose stricter deadlines. The Exhibitor undertakes to completely dismantle and clear the Allocated Stand's furnishings within that period. Dismantling of the Allocated Stand shall be ensured by the Exhibitor who bears sole responsibility vis-à-vis the Organiser on that account. In cases where the Stand has not been dismantled and cleared within the dismantling period, the Exhibitor concerned shall, ipso jure and without prior formal notice, be held to pay lump sum damages of 20 % of the Amounts Due and of any other amounts the Exhibitor may owe the Organiser by reason of its participation in the Trade Fair.

**7.5.2** Without prejudice to the provisions of article 7.3.3, the Exhibitor is obliged to leave the Allocated Stand in a perfect state of repair at the end of the dismantling period. Failing that, the Organiser shall be entitled to recover all the costs of repairing, cleaning, dismantling and clearing the Allocated Stand from the Exhibitor.

## **7.6 Empty Stands**

The Exhibitor is obliged to occupy and man the Allocated Stand as of the time the Trade Fair opens and for its entire duration. In the event of non-compliance, the Exhibitor shall, ipso jure and without prior formal notice, be held to pay lump sum damages of 20 % of the Amounts Due and of any other amounts the Exhibitor may owe the Organiser by reason of its participation in the Trade Fair.

## **ARTICLE 8: OBJECTS EXHIBITED**

### **8.1 Authorised Exhibits**

The Exhibitor undertakes not to exhibit any Objects at the Trade Fair other than those that were exhaustively described in the Application to participate or in any other document and insofar as they met with the Organiser's approval. The Organiser is entitled to check the Objects Exhibited and, if need be, to remove them at the Exhibitor's expense.

### **8.2 Prohibited products**

Are prohibited at the Trade Fair and in and around the Trade Fair Building: products, substances and goods

that are not or not fully in conformity with the relevant legal requirements, hazardous and irritating products, substances and goods and, in general, any products, substances and goods the Organiser qualifies as dangerous or likely to be a nuisance to Exhibitors at or visitors to the Trade Fair (such as, but not limited to, explosive and flammable substances).

The Organiser is entitled to refuse any such products, substances and goods or to have them removed from the Trade Fair at the Exhibitor's expense, without prejudice to the provisions of article 19 of these General Terms of Business.

### **8.3 Special rules on weapons**

**8.3.1** Any Exhibitor who wishes to offer weapons for sale at the Trade Fair undertakes to abide by the Belgian arms legislation (inter alia the Arms Act of 8 June 2006) and by the special conditions applicable thereto.

**8.3.2** If the Organiser is unable to obtain the authorisation referred to in article 19, 5° of the Arms Act of 8 June 2006 from the Minister for Justice, the Exhibitor can only offer for sale, sell or transfer so-called "blank" weapons. If the Organiser did obtain the authorisation referred to in the previous paragraph, the Exhibitor is also free to offer for sale, sell or transfer other "freely available" weapons. On no account is the Exhibitor permitted to offer for sale, sell or transfer non-fire weapons that fire projectiles (slingshots, catapults, bows, etc.), weapons subject to a licence or prohibited weapons. Within the meaning of this regulation, signal pistols are qualified as weapons subject to authorisation and, accordingly, cannot be offered for sale, sold or transferred in the context of the Trade Fair on any account. Entry to trade fairs such as these is prohibited to unaccompanied minors. The Exhibitor also undertakes not to offer for sale, sell or transfer weapons to persons under the age of 18 years on any account.

**8.3.3** The Exhibitor is solely responsible for ensuring that the relevant authorisations and accreditations for the sale of weapons in the context of the Trade Fair are obtained. Professional Exhibitors must be recognised arms dealers. By law, professional Exhibitors with a Belgian authorisation are exceptionally permitted to sell freely available weapons outside of their regular place of business. Foreign arms dealers are obliged to apply for a temporary authorisation to the governor with jurisdiction over the place where the Trade Fair is held. Temporary authorisations are limited to trade fair participation, potentially several times a year. They are



also valid for trade fairs organised in provinces other than the province that issued the authorisation. While at the Trade Fair, Exhibitors are obliged to always have a copy of their authorisation with them. Exhibitors in a private capacity, including collectors, do not need to be recognised. However, they are only permitted to sell arms on an occasional basis, i.e. for non-commercial purposes or, in other words, within the normal management of their assets. Foreign arms dealers or foreign persons exhibiting in a private capacity are obliged to apply for a temporary import licence and a definitive export licence to the Licence Department of the region they are a subject of for every single weapon before they attend the Trade Fair.

**8.3.4** No permission will be given to exhibit weapons subject to authorisation (including short airsoft guns whose projectile generates a kinetic energy exceeding 7.5 joules, measured at a distance of 2.5 metres) at the Trade Fair. Old, empty wartime ammunition above calibre .50 and tools of war like grenades and mines are not permitted. However, empty calibre .50 cartridges are permitted once it can be visually established that they are empty. "Portable" firearms are firearms with a calibre of up to and including .50. Freely available "portable" firearms, with their respective projectiles and ammunition can be showcased provided they cannot be used as weapons subject to authorisation. Heavy military weapons are weapons above calibre .50. Former heavy military weapons must have been demilitarised and proof thereof must be presented to the Organiser. The associated ammunition is always prohibited because it cannot be formally demilitarised and, in consequence, there is always a risk that chemical residues may still be present. The presence of weapons subject to authorisation and banned weapons and/or ammunition at the Trade Fair will not be tolerated. Pursuant to Commission Implementing Regulation (EU) 2015/2403 of 15 December 2015 and its annex, only firearms that were deactivated after 8 April 2016 may be sold.

**8.3.5** In the event of non-compliance with the rules on weapons, the Organiser reserves the right:

- to refuse and have any weapons offered for sale in contravention of the aforesaid rules removed and confiscated with a view to their destruction at the Exhibitor's expense; and
- fine the Exhibitor € 2,500.00 per infringement, without prejudice to the provisions of article 19 of the present General Terms of Business.

## **8.4 Safety-related regulations**

**8.4.1** The Objects Exhibited must be equipped and installed in accordance with the applicable legal safety regulations, including the applicable federal, regional and municipal regulations and ordinances and the Building-specific safety regulations. During the Trade Fair, the Exhibitor must take every precaution to guarantee the safety of the other Exhibitors and visitors at the Trade Fair. The Objects Exhibited shall remain under the supervision and surveillance of the Exhibitor at all times, also after the Trade Fair's opening hours.

**8.4.2** Vis-à-vis the Organiser, the Exhibitor is responsible for any direct and indirect damage (including the loss of profits, lawyers and judicial officers' fees, etc.) arising from an incident that was caused wholly or partly, directly or indirectly, by the Objects Exhibited. The Exhibitor undertakes to intervene in any proceedings or dispute the Organiser may become involved in (whether as claimant or as defendant) that is in any way connected with the Objects Exhibited, at the Organiser's request.

**8.4.3** The Exhibitor undertakes to comply with all the safety measures the Organiser has implemented in the context of pandemics, epidemics or any other disease. The Organiser cannot be held liable for any Exhibitor or visitor failing to comply with these measures.

## **ARTICLE 9: USE OF THE ONLINE SERVICES AND PRODUCTS**

**9.1** If the Organiser has sound reasons to believe that the Exhibitor is engaging in any unlawful or harmful activities via the Organiser's online services or products (e.g. by email or via direct requests for a quotation or in the online trade fair guide), or, in general, uses the Organiser's online services and products in an unauthorised manner (e.g. infringes the intellectual property rights of third parties or engages in unfair commercial practices), the Organiser shall be entitled to take any and all appropriate measures to put an end to this unauthorised use of the online services and products, including denying the Exhibitor access to the Organiser's online services and products with immediate effect and/or to suspend such access, without the Exhibitor being entitled to any compensation on that account whatsoever.

**9.2** In the event of an interruption in the availability of the Organiser's online services and products due to force majeure, other events beyond the Organiser's control, for maintenance reasons or because of a



malfunction, the Exhibitor will not be entitled to any compensation. The Organiser undertakes to make every effort to notify the Exhibitor of the interruption within a reasonable period of time and to keep the downtime to a minimum.

**9.3** The Exhibitor will not be entitled to any compensation in cases where availability to the online services and products is suspended or discontinued on grounds of an order or decree from an administrative or judicial authority.

**9.4** In the event of a suspension or the discontinuation of the online services and products or a refusal of access to the Exhibitor's online content, the Exhibitor will be liable for the costs associated with the online services and products ordered.

**9.5** A suspension or discontinuation of the online services and products or a refusal of access to the Exhibitor's online content does not entitle the Exhibitor to suspend or terminate its undertakings vis-à-vis the Organiser.

## **ARTICLE 10: INTELLECTUAL PROPERTY**

**10.1** The Exhibitor guarantees that its activities in the context of the Trade Fair, among which, but not limited to, the Objects Exhibited and all its advertising, do not in any way infringe the rights of third parties, such as intellectual property rights (including but not limited to copyright, trade mark rights, patent rights, design rights) or are in any way unlawful or illegal.

Furthermore, the Exhibitor guarantees that all the information it supplies the Organiser with within the context of the Trade Fair in relation to its activities, for instance for publication in the trade fair guide, the catalogue or on the Trade Fair website is complete and accurate and does not in any way infringe the rights of third parties or is otherwise unlawful or illegal.

**10.2** In particular, the Exhibitor guarantees that any photographs, illustrations, other graphics and/or texts it communicates to the Organiser (the "Documentation Submitted") for inclusion in the trade fair guide, the catalogue or on the website of the Trade Fair, or communicates to the press, are exempt from any and all royalties, so that the Organiser can use, reproduce, manage or use them in any manner whatsoever. In the opposite case, the Exhibitor undertakes to cover and pay all the royalties due on the Documentation Submitted to the Organiser and to indemnify the Organiser for any expenses, damage, liability or losses

arising from the non-compliance with the intellectual property rights. If a third party was to object to the use of the Documentation Submitted, the Exhibitor shall notify the Organiser thereof in writing without delay. The Exhibitor declares and confirms that it surrenders any rights it may have in the Documentation Submitted to the Organiser free of charge and definitively.

**10.3** The Organiser reserves the right to take photographs during the Trade Fair, during the periods of set-up and dismantling included, and to use, reproduce, duplicate, communicate, assign or use the photographs in any manner whatsoever.

**10.4** Solely the Organiser is entitled to publish the Trade Fair catalogue. The Exhibitor is obliged to provide the Organiser with the information to be published in the catalogue in good time. The Organiser is at liberty to edit the information and the texts it is supplied with without the possibility of opposition on the part of the Exhibitor. The Organiser cannot be held liable for any errors in the texts and/or translations in the catalogue.

The Organiser is the exclusive holder of the copyright and other intellectual property rights in the catalogue. In consequence, the reproduction or dissemination of the catalogue among the public, whether in whole or in part, without the Organiser's prior written consent, is prohibited.

**10.5** If the Exhibitor becomes aware that the Objects Exhibited at the Fair may infringe third-party rights, it shall forthwith notify the Organiser thereof in writing and supply the Organiser with a copy of all the relevant documents.

**10.6** The Exhibitor shall safeguard the Organiser, including the owner and the operator of the Building, and their directors and any other employees appointed by the latter, against any and all claims from third parties arising from an infringement of intellectual property rights or otherwise, or associated with the activities of the Exhibitor (and its appointees) in the context of the Trade Fair, including, but not limited to, the goods and services the Exhibitor showcases c.q. promotes at the Trade Fair or the publicity associated therewith. The Exhibitor undertakes to indemnify the Organiser in full for any and all losses and expenses incurred, including all the legal fees, associated with an (alleged) infringement of the rights of third parties by the Exhibitor. The Organiser is at all times entitled, whether following a complaint from a third party, at the request of a judicial or administrative authority or on its own initiative, to have the products, items, work





and devices, publicity, or any other object that may contain unlawful or harmful content the Exhibitor displays removed from the Trade Fair without the Exhibitor being entitled to any compensation on that account.

## **ARTICLE 11: DATA PROTECTION**

**11.1** The Organiser processes all personal data Candidate-exhibitors and Exhibitors share with it in accordance with the data protection legislation and the Organiser's Privacy Policy, which the Candidate-exhibitor and the Exhibitor declare to have taken cognisance of. The Privacy Policy is available on the Organiser's website or can be obtained on request.

**11.2** Any Exhibitor who uses the Organiser's online services and products undertakes to keep its password and access code secret and confidential and not to share either one of them with third parties. The Exhibitor is the only one responsible for any use that is made of its password and access code. In the event of loss, theft or fraudulent use of the password or access code, the Exhibitor is obliged to change its password via the tools the Organiser put at its disposal, or to notify the Organiser of the issue without delay. Any such notification shall be confirmed by registered letter.

**11.3** The Organiser does not take cognisance of the data the Exhibitor publishes or transmits via the Organiser's online services and products (for instance by email or via direct requests for a quotation), except in the following cases:

- if it is necessary to take cognisance of these data for the proper functioning of the Organiser's online services and products;
- if the Organiser has reasons to believe that this information relates to unlawful or unauthorised activities, or if a third party informed the Organiser that one of its rights was infringed.

**11.4** In the context of promoting the Trade Fair, the Exhibitor is welcome to submit a list of any customers or prospects it would like to invite to or inform of its participation in the Trade Fair to the Organiser. The Organiser shall send out the invitations or offers to take part in the Trade Fair to the persons or companies concerned. The Exhibitor guarantees the Organiser that the lists of contacts it will transmit to the Organiser have been compiled with due regard for the European and Belgian data protection regulations and that the data subjects were informed that partners of the

Exhibitor, among whom the Organiser, may use their data for direct marketing purposes. The Exhibitor shall safeguard the Organiser against any action that may be brought against the Organiser owing to the use of the data communicated in virtue of this article. It shall notify the Organiser without delay of any potential objections from customers or prospects to the Organiser processing their data.

## **ARTICLE 12: NON-TRANSFERABILITY AND PROHIBITION TO SUBLET**

**12.1** Neither the Candidate-exhibitor nor the Exhibitor are entitled to in any way transfer the obligations under these General Terms of Business, whether in whole or in part, except with the express prior consent of the Organiser in writing. In cases where the Organiser expressly consents to such transfer, the transferring Candidate-exhibitor or transferring Exhibitor remains jointly and severally liable with the acquiring Candidate-exhibitor or acquiring Exhibitor for all the obligations arising from these General Terms of Business.

**12.2** The Exhibitor is not entitled to in any way sublet the Allocated Stand at the Trade Fair, whether in whole or in part.

## **ARTICLE 13: EXHIBITORS' LEGAL OBLIGATIONS**

**13.1** The Exhibitor is reminded that, in the context of its participation in the Trade Fair, it is obliged to abide by all the laws and regulations applicable to it. These inter alia include - but are not limited to - all the laws and regulations on fair commercial practices, labelling, customs and excise duties, data protection, intellectual property, safety, etc.

**13.2** The Organiser is at all times entitled to refuse or terminate a Candidate-exhibitor's or an Exhibitor's participation in the Trade Fair in cases where the provisions of article 13.1 are not complied with and this without prior warning and without the Exhibitor being entitled to any compensation on that account.

## **ARTICLE 14: SMOKING BAN**

At the Trade Fair, a blanket smoking ban applies. The Exhibitor is obliged to ensure that this ban is complied with at and around the Allocated Stand.



## **ARTICLE 15: PROHIBITION ON THE USE OF OWN WIRELESS NETWORKS**

**15.1** To guarantee the quality and the stability of the Wi-Fi network for Exhibitors and visitors alike, the use of own wireless networks is not permitted.

**15.2** Unofficial networks will be traced and removed at the expense of the Exhibitor concerned. In the event of non-compliance, the Organiser reserves the right to charge a fixed amount of € 1,250 per infringement.

## **ARTICLE 16: PROHIBITION ON THE DISSEMINATION OF COMPLIMENTARY INVITATIONS**

The dissemination of complimentary invitations, advertising and flyers outside the Allocated Stand is prohibited, as is the use of invitations or entrance tickets other than those the Organiser supplied the Exhibitor with.

## **ARTICLE 17: INSURANCE**

**17.1** The Exhibitor is obliged to insure itself for civil liability with respect to the Trade Fair. It can do so in one of the following two ways.

**17.2** Either the Exhibitor subscribes to the collective insurance policy the Organiser can take out on behalf of the Exhibitors. In general, this policy covers any injury the Exhibitor causes to third parties or any damage it causes to the property or belongings of third parties in accordance with the provisions of this policy. In the event of a claim, the Exhibitor is obliged to submit a comprehensive written report on the circumstances that led to the claim to the Organiser and to the agent appointed by the Organiser.

**17.3** Or the Exhibitor takes out an insurance policy in relation to the Objects Exhibited by subscribing to an all-risk basic exhibition policy which the Organiser can take out on behalf of the Exhibitors. In general, this type of policy covers the Objects Exhibited against theft and damage during the Trade Fair day and night, in accordance with the provisions of this policy. To qualify for this policy, the Exhibitor must compile a detailed inventory, with values, of the objects to be covered by said policy and to submit it to the Organiser and to the agent appointed by the Organiser at the latest on the day that precedes the arrival of the goods at the Trade Fair or at the latest before the goods leave the Exhibitor's premises. In the event of a claim, the Exhibitor is obliged to submit a written report on the

circumstances that led to the claim to the Organiser and to the agent appointed by the Organiser. In the event of theft, the Exhibitor is obliged to forthwith file a complaint with the police and to have a police report drawn up.

**17.4** To qualify for the civil liability insurance and the all-risk basic exhibition policy as outlined in article 17.2 and 17.3 of these General Terms of Business, the Exhibitor must complete the order forms listed in the Trade Fair's Exhibitors' file.

The Exhibitor is not covered by these insurance policies until all the relevant premiums have been settled in full. Any costs the Organiser is forced to incur because an Exhibitor is not insured or because the Exhibitor failed to comply with the provisions of the present article 17 shall be reimbursed to the Organiser in full by the Exhibitor concerned.

In the event of insufficient cover, the insured Exhibitor shall bear any and all damage that was not covered.

The Exhibitor can take cognisance of the general terms and conditions of the insurance policies proposed by the Organiser at any time by asking the agent appointed by the Organiser for a copy.

While the Exhibitor is not obliged to subscribe to any of the insurance policies offered via the Organiser, it is obliged to be fully insured for its participation in the Trade Fair.

The Organiser does not intervene as co-insurer, as insurance broker or as intermediary.

**17.5** In the event of damage, the Exhibitor unconditionally and irrevocably waives any and all claims and any and all recourse against the Organiser, the owners, the operators or users of the Building, the subcontractors and the Trade Fair participants, the leaders, managers, directors or appointees of these companies or institutions, including against any and all persons or companies affiliated to these companies or institutions. In addition, the Exhibitor, both in its own name and in the name of its authorised representatives, including in the name of its insurers, unconditionally and irrevocably waives any and all claims and any and all right of recourse against the Organiser, the owners, operators or users of the Building, the subcontractors and the Trade Fair participants, the leaders, managers, directors or appointees of these companies or institutions, including against any and all persons or companies affiliated to these companies or institutions, in virtue of any and all legal provisions or regulations, for whatever harm caused to them or third parties,



whether directly or indirectly. Both in its own name and in the name of its authorised representatives, the Exhibitor undertakes to notify its insurers that it waives the right of recourse in respect of any and all damage, civil liability and occupational accidents.

#### **ARTICLE 18: EXCLUSION AND LIMITATION OF LIABILITY**

**18.1** On no account can the Organiser be held liable for any damage (including, but not limited to, trading losses, consequential losses, the loss of profits or damage or loss in the event of theft) to the Exhibitor's Allocated Stand and/or the Objects Exhibited, or to the Exhibitor itself or for any injury to one or more of the latter's employees or appointees, or to the Trade Fair participants. This exclusion of liability also applies in the event of gross negligence on the part of the Organiser, the owners, operators or users of the Building, the subcontractors, other Trade Fair Exhibitors and participants, the leaders, managers, directors or appointees of these companies or institutions, including any persons or companies affiliated to these companies and institutions.

**18.2** Neither can the Organiser be held liable for any issues caused by third parties that interfere with the Exhibitor's enjoyment of the Allocated Stand.

**18.3** The Exhibitor recognises and accepts that, if the Organiser is unable to (fully) invoke the exemption or limitation of liability as outlined in these General Terms of Business, the Organiser's liability will be capped at a maximum amount corresponding to the Amounts Due.

#### **ARTICLE 19: EXPULSION**

**19.1** The Organiser reserves the right to expel any Exhibitor from the Trade Fair, ipso jure and without prior formal notice, and to sever the contractual relationship with the latter if the Exhibitor does not adhere to the General Terms of Business or to any other contractual provision binding it to the Organiser.

**19.2** Similarly, the Organiser reserves the right to remove any Exhibitor from the Trade Fair, ipso jure and without prior formal notice, and to sever the contractual relationship with the Exhibitor if the latter goes bankrupt or becomes insolvent.

**19.3** The Exhibitor's expulsion does by no means affect the latter's obligation to settle the Amounts Due.

**19.4** If the Exhibitor refuses to leave the Building voluntarily, the Organiser can resort to forced expulsion, at the exclusive expense of the Exhibitor.

**19.5** In the event of expulsion, the Exhibitor is obliged to compensate the Organiser for any and all direct and indirect losses (including the loss of profits, lawyers and judicial officers' fees, reputational damage, etc.) the Organiser sustained as a result of said expulsion.

**19.6** In the case of expulsion, the Exhibitor is not entitled to a refund of the amounts it paid or to any compensation from the Organiser.

#### **ARTICLE 20: FORCE MAJEURE**

**20.1** Apart from the obligation to pay the Amounts Due, the parties' obligations are suspended or limited during periods of force majeure. Force majeure shall be understood to mean: any unforeseeable and unavoidable event beyond the parties' control constituting an insurmountable obstacle that prevents the parties from fulfilling their obligations such as, but not limited to, natural disasters, fire, a shortage of (the necessary) power or natural gas, network breakdowns, strikes, acts of terrorism or a terrorist threat, an epidemic or pandemic, decisions by the owner or operator of the Building that add considerable expense to the use of the premises and/or the organisation of the Trade Fair and/or make it prohibitive and any other events or situations that considerably increase the cost of using the premises and/or organising the Trade Fair and/or make it prohibitive, etc.

**20.2** In cases where an event of force majeure leads to the postponement or cancellation of the Trade Fair, all invoices shall be regarded as advance invoices for the deferred Trade Fair or the next Trade Fair, which remain subject to the provisions of article 5.2 and 5.3

**20.3** In the event of a general travel ban imposed by the authorities, inter alia in response to a pandemic or epidemic, affecting the city or region where the Exhibitor is based and preventing it from travelling to the Trade Fair, the invoices issued to the Exhibitor thus far will be regarded as advance invoices for the next Trade Fair, which remain subject to the provisions of articles 5.2 and 5.3, unless the travel ban is imposed as a result of the Exhibitor having failed to comply with specific conditions imposed by the authorities, in which case the Exhibitor will not be able to invoke an event of force majeure and the invoices will continue to apply to the Trade Fair the Exhibitor originally intended to



take part in.

#### **ARTICLE 21: CHANGE OF LOCATION OR DATE OF THE TRADE FAIR OR THE COMPLETE OR PARTIAL CANCELLATION OF THE TRADE FAIR**

**21.1** If the organisation of the Trade Fair were to be hampered because of unforeseeable circumstances beyond the will or reasonable control of the Organiser - other than those referred to in article 20 - (among which, but not limited to, government measures or a court order, health and/or safety measures (a. o. in the event of a pandemic), any act by the owner or operator of the Building, any strike or industrial action affecting staffing levels at the Organiser's), to such an extent that it cannot or not fully take place at the planned location or on the planned date (inter alia because the circumstances in question would make it unprofitable), the Organiser is entitled to cancel the Trade Fair, to move it to another location or reschedule it to a different date, whether in whole or in part, or to reduce the duration of the Trade Fair and/or of the periods for set-up and/or dismantling, without the Exhibitor being entitled to any compensation on that account. The Exhibitor hereby acknowledges that, in such circumstances, it will not be entitled to a refund, compensation or expenses. In that case, the advance invoices issued to the Exhibitor thus far shall be regarded as advance invoices for the relocated or rescheduled Trade Fair.

**21.2** In the event of a change in the Trade Fair's location, the Exhibitor can only forego its participation in the Trade Fair provided (i) the Trade Fair's new location is situated outside a 70 km radius of the original location and (ii) it notifies the Organiser of its intention to forego its participation within 15 calendar days of the change of location having been announced, in which case a cancellation fee, as set out under article 6.2 of these General Terms of Business, will be due. Past that term of 15 calendar days, the Exhibitor shall be deemed to have accepted the change of location.

In cases where the Trade Fair is rescheduled, the Exhibitor can only forego its participation in the Trade Fair provided (i) the new date of the Trade Fair predates or postdates the original date by more than 60 days and (ii) it notifies the Organiser of its intention to forego its participation within 15 calendar days of the change of date having been announced, in which case a cancellation fee, as set out under article 6.2 of these General Terms of Business, will be due. Past that term

of 15 calendar days, the Exhibitor shall be deemed to have accepted the date change.

**21.3** If the Organiser decides not to organise the Trade Fair for whatever reason (commercial reasons included), though not amounting to an event of force majeure as outlined above on its part, the Exhibitor will only be entitled to a refund of any advances and invoices paid already, and not to any compensation (whether by reason of potential losses or on any other grounds).

#### **ARTICLE 22: GENERAL PROVISIONS**

**22.1** The following documents, listed hereafter from general to specific, form an integral part of these General Terms of Business:

- 1) the Application to participate;
- 2) the Price Terms;
- 3) the Exhibitors' manual.

In the event of inconsistencies between one or more of these documents, the following rules apply: the more specific document supersedes any more general document.

**22.2** Any earlier arrangements and agreements, whether oral or in writing, are regarded as null and void and are completely replaced by the provisions of these General Terms of Business.

**22.3** The fact that any one of the provisions of these General Terms of Business is declared invalid or null and void shall not in any way affect the validity of the other provisions of the General Terms of Business, in which case the invalid or null and void provision shall be replaced by a valid provision that as closely as possible approximates the Organiser's initial intention.

#### **ARTICLE 23: APPLICABLE LAW, COMPETENT COURT AND LANGUAGE**

**23.1** These General Terms of Business are governed by Belgian law.

**23.2** Any disputes arising from or associated with these General Terms of Business shall exclusively and definitively be settled by the competent courts of the judicial district where the Building is located.

**23.3** In the event of legal proceedings, the Organiser, the Candidate-exhibitor and the Exhibitor undertake to litigate in the language of the judicial district where



the Building is situated, or, if the Building is situated in the judicial district of Brussels, in the language used in the Application to participate if that was Dutch or French or in French if the language used in the Application to participate was any language other than Dutch or French.

