

# ANNEX 1: GENERAL TERMS AND CONDITIONS OF SERVICE FOR FAIRS

# **ARTICLE 1: DEFINITIONS**

For the purposes of these General Terms and Conditions, the following definitions shall apply:

- AGREEMENT: the written agreement between EASYFAIRS BELGIUM and the ORGANIZER for the purpose of organizing the FAIR of which these GENERAL TERMS AND CONDITIONS form an integral part as well as the other annexes as listed in article 3 below;
- **BUILDING:** Antwerp Expo, Flanders Expo, Nekkerhal - Brussels North or Namur Expo depending on where the FAIR is organized;
- COMPENSATION FOR THE PROVISION OF SPACES: the fee for the provision and use of the SPACES as provided in the AGREEMENT;
- COMPENSATION FOR THE SERVICES: the remuneration for the SERVICES provided by EASYFAIRS BELGIUM as defined in Annex 3 to the AGREEMENT;
- EASYFAIRS BELGIUM: EASYFAIRS BELGIUM NV, with registered office at 9051 GENT, Maaltekouter 1, registered in the Register of Legal Entities of Ghent, division Ghent under company number BE0424.681.440 and/or its legal successors;
- **FAIR**: the fair organized by the ORGANIZER as defined in the AGREEMENT;
- GENERAL TERMS AND CONDITIONS: the present general terms and conditions of service which are attached to the commercial proposal and/or to the AGREEMENT and form an integral part thereof;
- GLOBAL PRICE: the addition of (i) the COMPENSATION FOR THE PROVISION OF SPACES and (ii) the COMPENSATION FOR THE SERVICES;
- **ORGANIZER:** the physical or legal person who has entered into an AGREEMENT with EASYFAIRS BELGIUM for the purpose of organizing the FAIR;
- PERIOD OF AVAILABILITY: the period during which the SPACES are made available to the ORGANIZER as stipulated in the AGREEMENT;
- SERVICES: the services to be provided by EASYFAIRS BELGIUM and/or concessionaires, partners or subcontractors, and defined in Article 5 below.
- **SPACES:** the halls and/or rooms or parts thereof as well as the outdoor areas of the BUILDING MADE available by EASYFAIRS BELGIUM to the ORGANIZER in accordance with the AGREEMENT with a view to organizing the FAIR.

# ARTICLE 2: APPLICATION OF THE GENERAL TERMS AND CONDITIONS

2.1. These GENERAL TERMS AND CONDITIONS govern all contractual obligations between EASYFAIRS BELGIUM and the ORGANIZER relating to

the organization of the FAIR to the exclusion of the general terms and conditions of the ORGANIZER.

2.2. Any deviation from the GENERAL TERMS AND CONDITIONS must be expressly included in the AGREEMENT to be valid.

2.3. Any modification of these GENERAL CONDITIONS shall be communicated to the ORGANIZER by EASYFAIRS BELGIUM in due time and in any event at least 6 months before the holding of the FAIR. The ORGANIZER then has 1 month to approve or reject the changes made. In the absence of a response by the ORGANIZER within the stipulated period, the ORGANIZER shall be deemed to have approved the changes made to the GENERAL TERMS AND CONDITIONS. In case of written nonapproval, the current GENERAL TERMS AND CONDITIONS shall continue to apply, subject to changes imposed by law.

2.4. The ORGANIZER hereby expressly undertakes to bring the provisions of these GENERAL TERMS AND CONDITIONS to the attention of the exhibitors, the suppliers and the visitors.

The ORGANIZER undertakes to EASYFAIRS BELGIUM that all persons authorized by it shall behave in accordance with the provisions of these GENERAL TERMS AND CONDITIONS.

# ARTICLE 3: ESTABLISHMENT OF THE AGREEMENT

**3.1.** For the organization of a FAIR, a potential ORGANIZER may contact EASYFAIRS BELGIUM via the website of the BUILDING in which the potential ORGANIZER wishes to organize the FAIR:

- www.flandersexpo.be
- <u>www.antwerpexpo.be</u>
- <u>www.nekkerhalbrusselsnorth.be</u>
- www.namurexpo.be

or in writing to:

- Antwerp Expo, antwerpexpo@easyfairs.com;
- Flanders Expo, flandersexpo@easyfairs.com;
- Nekker Hall Brussels North, nekkerhal@easyfairs.com;
- Namur Expo, namurexpo@easyfairs.com.

**3.2.** Following the request, EASYFAIRS BELGIUM will prepare and transmit a price proposal for approval, together with the following annexes:

- Annex 1: these GENERAL TERMS AND CONDITIONS
- Annex 2: Liability and insurance



- Annex 3: Rate List of SERVICES for Fairs (Location connected SERVICES and optional SERVICES).

**3.3.** The ORGANIZER acknowledges having taken cognizance of the internal regulations of the relevant BUILDING available on the website of the BUILDING in which ORGANIZER wishes to organize the FAIR. The ORGANIZER acknowledges having read and accepted the relevant internal rules of procedure and he also brings them to the attention of the exhibitors and visitors (via the entry ticket).

**3.4.** EASYFAIRS BELGIUM processes personal data of the ORGANIZER, exhibitors, visitors and others as described in its privacy statement, which is available at www.easyfairs.com/privacy-policy.

The ORGANIZER hereby confirms to have read the privacy statement.

**3.5.** The AGREEMENT is established by the ORGANIZER's signing of the commercial proposal and its annexes.

# ARTICLE 4: THE SPACES MADE AVAILABLE AND THEIR USE

# 4.1. Normal use

**4.1.1.** Pursuant to the AGREEMENT, the ORGANIZER obtains the right to make normal use of the SPACES made available during the PERIOD OF AVAILABILITY, within the framework of the realization of the FAIR, in strict compliance with all applicable safety standards and legislation.

**4.1.2.** When using the SPACES provided, the ORGANIZER shall assume all responsibility in connection with such use, both towards EASYFAIRS BELGIUM and towards any third party.

**4.1.3.** The ORGANIZER is bound in the broadest manner possible to comply with all legal obligations applicable to him or to the FAIR. Accordingly, he shall comply with all regulations issued by excise duties, municipal authorities (police, fire department, etc.), the registration and tax authorities, the copyright society, equitable remuneration, etc. If the activities that the ORGANIZER wishes to develop in the BUILDING require permits, then the ORGANIZER will provide them. This enumeration is not exhaustive.

**4.1.4.** The ORGANIZER shall make the necessary arrangements in order to avoid any claim by any third party against EASYFAIRS BELGIUM in connection with the obligations described in this article and shall in any event be bound to indemnify EASYFAIRS BELGIUM against all possible claims, from whichever third party, against EASYFAIRS BELGIUM.

**4.1.5.** The right of use is limited to the SPACES described in the AGREEMENT. Under no pretext and in no way may the ORGANIZER use or allow the use of premises other than the SPACES by the exhibitors or visitors. More specifically, this prohibition on use

shall also apply to the use of the entrance hall, entrances and adjoining premises, except as provided below and/or a contrary written agreement between the parties. Consequently, the ORGANIZER is absolutely prohibited from placing structures and/or publicity in this entrance hall, entrances and adjoining premises.

# 4.2. The SPACES

**4.2.1.** The SPACES are made available without any supply of decors and/or other accessories, in other words in empty condition.

**4.2.2.** The entrance hall and entrances may be used during the PERIOD OF AVAILABILITY for the reception and passage of the ORGANIZER's employees, suppliers, exhibitors and visitors, to the extent that these persons are admitted by the ORGANIZER.

**4.2.3.** All vehicles (e.g. publicity vehicle, refrigerated truck, ...) or other commercial objects outside, in the parking lots and grounds of the BUILDING, can only be placed with the approval of EASYFAIRS BELGIUM and according to the applicable rates.

### 4.3. <u>Lump-sum compensation for minor damages</u> and inventory

**4.3.1.** To cover minor, non-attributable damage to the SPACES, the ORGANIZER shall be liable for liquidated damages per SPACE, with a maximum compensation of  $\notin$  525 per SPACE. The rates for such liquidated damages per SPACE are set forth in Annex 3 to the AGREEMENT.

4.3.2. The ORGANIZER may also opt to have contradictory place descriptions carried out of entry (before the start of the construction of the FAIR) and exit (after the evacuation or dismantling of the FAIR) of the SPACES. In this case, the lump sum compensation referred to in article 4.3.1 will not be charged. These place descriptions shall be carried out at the expense of the ORGANIZER and by an independent firm appointed by EASYFAIRS BELGIUM. The ORGANIZER shall be present during the place descriptions. If he is not present, the place descriptions shall be deemed to be contradictory. EASYFAIRS BELGIUM and the ORGANIZER shall receive a copy of the reports of the place descriptions and may comment on them within eight days, failing which the place descriptions shall be final.

## 4.4. Adjustment or repair work

**4.4.1.** EASYFAIRS BELGIUM reserves the right, at any time and even after the signing of the AGREEMENT, to carry out or have carried out adaptation or repair works in the BUILDING and the SPACES insofar as the SPACES remain available for the FAIR. Under no circumstances can the performance of such works give rise to any compensation for the ORGANIZER.



**4.4.2.** EASYFAIRS BELGIUM reserves the right to place temporary and/or additional installations in or around the BUILDING (e.g. tents) in view of the organization of the FAIR. This will e.g. be the case if there are problems with an entrance or the like.

# 4.5. Public order and public opinion

**4.5.1.** The ORGANIZER will refrain from any initiative and/or FAIR that would disturb public order or that could provoke possible reactions from public opinion.

**4.5.2.** If, after the signing of the AGREEMENT, EASYFAIRS BELGIUM finds that the FAIR either disturbs public order or provokes reactions from public opinion, EASYFAIRS BELGIUM may terminate the AGREEMENT in accordance with article 10.2.1 of these GENERAL TERMS AND CONDITIONS. This termination entails the end of the FAIR, without any right to compensation.

**4.5.3.** In such a case, EASYFAIRS BELGIUM reserves the right to claim compensation from the ORGANIZER.

# 4.6. Publicity about the FAIR

**4.6.1.** After a written (financial) agreement has been reached between the parties, the ORGANIZER shall be entitled to advertise the FAIR it organizes in and around the BUILDING by means of posters and/or banners, exclusively in the places provided for that purpose by EASYFAIRS BELGIUM and at the applicable rates in force. Consequently, the ORGANIZER shall refrain from displaying posters and/or banners in places other than those provided for that purpose, unless prior written consent has been obtained from EASYFAIRS BELGIUM.

**4.6.2.** The ORGANIZER shall only be able to use the right provided for in this article to the extent determined by EASYFAIRS BELGIUM, whereby account shall be taken of any rights of use granted by EASYFAIRS BELGIUM to other organizers.

**4.6.3.** The ORGANIZER shall remove these posters and/or banners before the last day of dismantling of the FAIR it has set up as provided for in the AGREEMENT. EASYFAIRS BELGIUM reserves the right to remove, at the ORGANIZER's expense, all posters and/or banners displayed by the latter on the day after the end of the FAIR set up by the ORGANIZER, if the ORGANIZER has failed to remove these posters and/or banners himself.

# 4.7. Specific commitment from the ORGANIZER

**4.7.1.** The ORGANIZER undertakes to use a maximum of 5% of the net exhibition area (= stand area) for the exhibition of products that have already been exhibited or will be exhibited in the BUILDING during an other exhibition or fair within the 26 weeks prior to the opening of the FAIR or within the 26 weeks following the end of the FAIR in the BUILDING. The ORGANIZER shall timely inform EASYFAIRS BELGIUM as to which fairs these are.

**4.7.2.** Any breach of this undertaking shall be considered a serious misconduct on the part of the ORGANIZER and shall entitle EASYFAIRS BELGIUM to terminate the AGREEMENT immediately on the ORGANIZER's behalf in accordance with article 10.2.1. of these GENERAL TERMS AND CONDITIONS.

**4.7.3.** Notwithstanding the sanctions provided for in article 10.2.2. of these GENERAL TERMS AND CONDITIONS, EASYFAIRS BELGIUM reserves the right to demand the removal of the exhibition booths that were admitted to the FAIR in excess of the maximum of 5%, at least making them inaccessible and anonymous, at the expense of the ORGANIZER.

**4.7.4.** The ORGANIZER shall hold EASYFAIRS BELGIUM harmless from any claim against EASYFAIRS BELGIUM that results from the ORGANIZER's violation of this provision.

**4.7.5.** Given that the ORGANIZER was made aware of this specific commitment prior to the conclusion of the AGREEMENT, the ORGANIZER declares that it shall not suffer any damage as a result of this limitation and, consequently, shall not be able to assert any claim (including in court) in this regard against EASYFAIRS BELGIUM, including any right of indemnification that it could invoke against EASYFAIRS BELGIUM.

# 4.8. <u>Temporary constructions</u>

**4.8.1.** The ORGANIZER shall have the right to carry out or have carried out temporary constructions, closures or structures in the SPACES, under the obligation to remove them at the end of the FAIR and under the express conditions (i) to comply at all times with all applicable safety standards, (ii) not to damage the SPACES and (iii) to treat with respect the facilities used by the concessionaires, subcontractors and other partners of EASYFAIRS BELGIUM.

**4.8.2.** The constructions referred to in this article shall always be erected separately from the BUILDING, without being allowed to be incorporated into any part of the BUILDING or its appurtenances and fittings.

**4.8.3.** The ORGANIZER shall make the necessary arrangements to prevent all pollution or accidents or damage resulting from the erection, maintenance and/or clearance of these contstructions.

**4.8.4.** In this regard, the ORGANIZER acknowledges that it alone is liable to EASYFAIRS BELGIUM and that consequently EASYFAIRS BELGIUM may only address itself to it to the exclusion of third parties to whom the ORGANIZER may have granted permission to set up and/or demolish such constructions, barriers or structures.

**4.8.5.** Any object and/or construction to be set up by the ORGANIZER or authorized by him, with a load of more than 3 tons/m<sup>2</sup> and/or a height of 2.5 meters, shall be subject to the prior approval of EASYFAIRS



BELGIUM. The ORGANIZER shall spontaneously communicate the weight and height to EASYFAIRS BELGIUM.

- a) <u>General standards on booths or other</u> <u>constructions:</u>
  - the construction height of a booth(s) (with or without a floor if the height of the hall allows) may not exceed 6 meters;
  - the construction may not damage anywhere the buildings of EASYFAIRS BELGIUM. This means that all stands are self-supporting and are nowhere attached to the walls, to the ceiling or to the floor;
  - account will be taken of the operation and control of the equipment (heating, etc.) in the buildings. The ORGANIZER will spontaneously inquire with EASYFAIRS BELGIUM where certain pipes may run so that he will not damage them;
  - Neither persons nor property shall be endangered, either directly or indirectly, by the construction.

Only two types of materials may be used in the construction of booths or other structures:

- manufactured of type A1-A2-B-C cfr EN13501-1, or current standards;
- consisting of natural, composite or agglomerated wood with a minimum thickness of 15 millimeters.

All materials used come with a certificate confirming the fire freedom of the material.

If the material was made fireproof, the following points should be stated on the certificate:

- the type of products used and the date of treatment;
- the duration of effectiveness of the treatment and any precautions to be taken to maintain this duration of effectiveness.

EASYFAIRS BELGIUM or the competent fire department can always demand this certificate for verification.

The ORGANIZER shall use only fire-safe substances or products. The ORGANIZER is prohibited from placing or allowing dangerous, toxic, flammable or explosive substances or products and, in general, substances or products or applications (e.g. legionella) that are of such a nature that may be a nuisance to third parties in the SPACES, unless with the prior written consent of EASYFAIRS BELGIUM. Any permission granted by EASYFAIRS BELGIUM in this regard shall not relieve the ORGANIZER

in this regard shall not relieve the ORGANIZER of its sole responsibility for any damage that may occur in connection with these substances or products. The ORGANIZER shall fully indemnify EASYFAIRS BELGIUM against any third party claims in this regard.

If permits are necessary, the ORGANIZER will provide them.

b) Use of paint

Oil paints, varnishes or other coverings presenting the same fire risks are only permitted on materials of type A1-A2-B-C cfr EN13501-1, or any other current standard applicable.

c) Loose-hanging decoration materials

Curtains, velum, etc. may be used only if the following points are taken into account:

- materials must be guaranteed fireproof;
- they are removed from any heat source.

EASYFAIRS BELGIUM shall always be authorized to prohibit the setting up of certain constructions, fences or structures, or to order their immediate removal if EASYFAIRS BELGIUM considers that such construction would compromise safety in the broadest sense of the word. The decision taken by EASYFAIRS BELGIUM shall be implemented immediately by the ORGANIZER at his expense and risk.

## d) <u>Constructions for temporary use</u>

All structures for temporary use such as stages and grandstands, among others, are constructed with materials of type -A1-A2 cfr EN13501-1, or complying with the replacement current standard, which are in good condition.

Wooden floors, stairs and other elements are firmly connected to each other.

The free spaces under stages, stands, etc. shall neither be accessible to the public nor contain combustible material.

The construction must have a load bearing capacity that is more than sufficient to support the objects or persons for which it is intended. Constructions that may cause some danger, such as stairs and scaffolding, must be inspected by an approved inspection agency called ESTI.

EASYFAIRS BELGIUM shall be entitled to remove or have removed all constructions not removed by the ORGANIZER on the day scheduled for removal at the ORGANIZER's expense and risk.

The prohibition to set up any construction imposed by EASYFAIRS BELGIUM according to the AGREEMENT, or the order to empty any structure given by EASYFAIRS BELGIUM shall in no case be able to give rise to any claim for



indemnification on the part of the ORGANIZER and/or any third parties authorized by the ORGANIZER.

**4.8.6.** In this regard, EASYFAIRS BELGIUM expressly draws the attention of the ORGANIZER to the fact that he shall in any case be obliged to make the necessary arrangements so that the (emergency) exits, extinguishers and fire hoses would remain accessible without any effort or without having to move any object.

**4.8.7.** The ORGANIZER shall also make the necessary arrangements so that the cold and/or hot air system outlets are kept completely clear.

**4.8.8.** The ORGANIZER shall fully indemnify EASYFAIRS BELGIUM against all possible third party claims in this regard.

## 4.9. Ground plan communication

**4.9.1.** No later than 60 days before the start of construction of the EVENT, the ORGANIZER shall submit a first draft of the floor plan to EASYFAIRS BELGIUM. No later than 30 days before the start of the construction of the FAIR, a detailed final plan, containing the arrangement of the booths.

**4.9.2.** The ORGANIZER shall not commence the construction of the stands without the express approval of EASYFAIRS BELGIUM. The ORGANIZER is aware that the approval may only follow late, and therefore shortly before the FAIR, if the ORGANIZER does not respect the timing as described above.

**4.9.3.** The ORGANIZER shall immediately make such changes to the plan as EASYFAIRS BELGIUM deems necessary.

**4.9.4.** The plan shall be made available digitally to EASYFAIRS BELGIUM, preferably in Autocad (or DWG format). On the plan the name of the FAIR, version and scale shall be clearly noted. In addition to a legend, the minimum elements (exterior and interior walls, fire extinguishers, emergency doors and gates, no-build zones, energy wells,...) of the buildings' basic site plan shall also be copied for reference.

**4.9.5.** If the ORGANIZER provides a floor plan that does not comply with the above requirements, EASYFAIRS BELGIUM shall be entitled to draw the floor plan, at the ORGANIZER's expense, at the applicable rates listed in Annex 3 of the AGREEMENT.

## 4.10. Access to the FAIR

**4.10.1.** The ORGANIZER shall have the right to freely determine which exhibitors it admits to the FAIR and the (legally permitted) objects and products that may be displayed there in accordance with the AGREEMENT.

**4.10.2.** However, after consultation with the ORGANIZER and in the absence of an appropriate and timely response by the ORGANIZER, EASYFAIRS

BELGIUM reserves the right to prohibit access to the FAIR to exhibitors whose activities have no connection whatsoever with the FAIR as defined in the AGREEMENT, as well as to take away those items and products that have no connection with the FAIR. Neither the ORGANIZER nor the exhibitor in question shall be entitled to any damages on the assumption that EASYFAIRS BELGIUM would have used the abovementioned right.

**4.10.3.** The ORGANIZER shall hereby and in this regard make a case for the exhibitor, to whom he shall communicate this condition. The ORGANIZER/exhibitor shall be free to provide evidence to the contrary if he believes that EASYFAIRS BELGIUM is making an incorrect decision in this regard.

**4.10.4.** The ORGANIZER shall determine which visitors he will allow into the FAIR. With the exception of recognised assistance dogs for persons with disabilities and animals intended to be shown during the FAIR, animals shall not be admitted into the BUILDING, unless the ORGANIZER decides otherwise and subject to compliance with the legal possibilities and restrictions and after mutual consultation with EASYFAIRS BELGIUM.

**4.10.5.** The ORGANIZER is aware that the rules of internal order for visitors can be found on the website of the relevant BUILDING and will take the necessary steps to communicate these rules to the visitors before their entry into the FAIR.

**4.10.6.** The ORGANIZER shall grant free access to the FAIR to all holders of an Easyfairs VIP badge, to all employees of EASYFAIRS BELGIUM as well as to the concessionaires and subcontractors of EASYFAIRS BELGIUM.

**4.10.7.** The ORGANIZER also undertakes to issue at least 100 entry tickets to EASYFAIRS BELGIUM allowing free access to the FAIR. This issue must take place at least 30 days before the start of the FAIR.

## 4.11. Music and publicity announcements

**4.11.1.** During the period of the FAIR, the ORGANIZER shall be authorised, subject to compliance with the applicable laws and/or regulations, to install a sound system in the SPACES and to broadcast music and/or publicity announcements. The ORGANIZER shall ensure that the central public address system is usable and audible at all times in view of its safety function.

**4.11.2.** In addition to complying with the laws and/or regulations in force on the subject, the ORGANIZER shall in any event avoid the possibility that the volume of these broadcasts could be a nuisance to third parties.

**4.11.3.** With regard to music, the ORGANIZER shall pay the necessary copyrights and/or other amounts due to UNISONO and/or other institutions and, among other things, and without this enumeration being



exhaustive, shall strictly comply with the provisions contained in the law on copyright and related rights as well as other similar laws and regulations.

**4.11.4.** Furthermore, EASYFAIRS BELGIUM reserves the right to prohibit a publicity announcement that is contrary to morality or public order, or may provoke reactions from public opinion. Publicity shall always be exclusively and strictly related to the current FAIR. The ORGANIZER will comply with this prohibition.

**4.11.5.** As regards publicity announcements, the ORGANIZER shall, among other things and without this enumeration being exhaustive, strictly comply the provisions contained in the Economic Law Code and other similar laws and regulations.

**4.11.6.** Any infringement of the foregoing shall fall within the exclusive liability of the ORGANIZER, who shall take the necessary measures to prevent EASYFAIRS BELGIUM from becoming involved in any dispute whatsoever with third parties, including the competent authorities.

**4.11.7.** Furthermore, in case of any violation, EASYFAIRS BELGIUM will be entitled to demand that the sound system would be switched off during the FAIR.

**4.11.8.** If EASYFAIRS BELGIUM should be sued by any third party and EASYFAIRS BELGIUM should be obliged to pay this third party compensation (of any kind), the ORGANIZER shall indemnify EASYFAIRS BELGIUM against this.

**4.11.9.** To EASYFAIRS BELGIUM, the ORGANIZER shall assume responsibility for all publicity announcements made by or on behalf of or by order of any third party, including the exhibitors.

## 4.12. Photographs, video and audio recordings

In accordance with its privacy statement (www.easyfairs.com/privacy-policy), EASYFAIRS BELGIUM has the right to take photographs, video and audio recordings and films during the FAIR and to use this material as appropriate for security reasons and/or for promotional purposes.

## 4.13. Drones

**4.13.1.** The use of drones by the ORGANIZER or by exhibitors during the FAIR will not be permitted, except with the express consent of EASYFAIRS BELGIUM and in accordance with the regulations in force regarding the protection of personal data.

**4.13.2.** Upon authorization, the ORGANIZER will ensure that drone operators have the required training and licenses and are in regulation with the laws surrounding the use of such devices.

### 4.14. <u>WLAN/WiFi</u>

**4.14.1.** Within the BUILDING, only the use of the WLAN system authorized by EASYFAIRS BELGIUM shall be permitted. Consequently, the ORGANIZER and any third parties authorized by him are prohibited from using his own WLAN system within the BUILDING. Interfering and unofficial hotspots shall be detected and removed at the expense of the ORGANIZER or the exhibitor concerned if assignable.

**4.14.2** The ORGANIZER undertakes to adequately inform the exhibitors, suppliers and partners of the FAIR in this regard.

### 4.15.<u>Electrical connections</u>

**4.15.1.** Any electrical connection to the junction boxes and/or the electrical grid provided in the SPACES, shall be made with a switch box equipped with the necessary fuses, in accordance with the planned use.

**4.15.2.** Electrical connections will be organized individually per booth and installed in accordance with applicable laws and/or regulations, and according to the rules of art.

**4.15.3** The electrical installation that will be required for the FAIR will be the subject of a mandatory inspection by an ESTI firm appointed by EASYFAIRS BELGIUM. All inspections within the foreseen presence of the inspectors (until the opening of the FAIR) will take place at no additional cost. All (re-)inspections outside the presence of the inspectors shall give rise to an additional cost of € 150 per inspection, to be borne by the ORGANIZER. However, inspections may still be performed after the installation has been put into operation, which shall also be paid for by the ORGANIZER. Any installation that does not meet the specified requirements may be refused.

**4.15.4** The voltage supplied shall be 400 V between phases, three-phase and 230 V between phase and neutral, 50 periods per second.

**4.15.5.** In stands or other constructions, electrical installations must be carried out by qualified personnel. These persons must be insured by an insurance company for any errors they might commit.

**4.15.6.** The ORGANIZER will carefully follow the guidelines below:

- The entire installation must comply with the regulations of AREI/RGIE Book 1.
- The entire electrical system is placed on a noncombustible and non-heat conductive base.
- It is equipped with a differential switch.
- Each circuit is protected by a fuse adapted to the maximum load of this circuit.
- All connections must be made in junction boxes.



- Sockets and plugs comply with current safety standards. Three-way plugs are therefore prohibited.
- Conductors for power supply in 6 and 10 Ampère sockets have a minimum cross-sectional area of 2.5 millimeter.
- Preliminary connections with inadequate material such as rubber rings, etc. are not allowed.
- Defective devices or insulation damage will be repaired or replaced immediately.
- Safety accessories at electrical installations are attached in such a way that they are accessible only to authorized personnel.
- Unauthorized persons are not in a position to touch live electrical installations.
- Lamps/neon: Devices equipped with a fluorescent lamp are of the compensated type or have a high-power factor (cos phi 0.8). Accessories to the above devices are stored in a metal box. Neon cold cathode (high voltage) light advertisements are controlled in their entirety by a switch "Neon". This switch is clearly visible and easily accessible.

### 4.16. Suspensions to the roof structure

**4.16.1.** Access to the roof structure is strictly prohibited. Hangings on the roof structure are only permitted by an exclusive partner of EASYFAIRS BELGIUM.

**4.16.2.** In order to ensure proper execution of the suspension works, the ORGANIZER shall provide the following data on no later than 30 days before the first construction day of the FAIR:

- plan showing the orientation of the booth relative to neighboring booths or halls and the exact location of each point relative to the edges of the booth;
- the effective load per point;
- the height of the points, i.e., the height at which one desires the suspension points expressed in meters above the ground surface;
- A description of the objects.

**4.16.3.** For all suspensions, the ORGANIZER shall strictly follow the guidelines, freely available and mandatory to be requested in advance by the ORGANIZER from EASYFAIRS BELGIUM, for suspension of objects.

## 4.17. Heating/Ventilation

**4.17.1.** No heating/ventilation is provided by default during set-up and take-down. During the FAIR, the heating is set at a standard 19 °C. For heating and/or ventilation, the ORGANIZER shall owe an amount to EASYFAIRS BELGIUM based on the rates in the rate list for SERVICES added as Annex 3 to the AGREEMENT.

**4.17.2.** For temperatures to be higher than 19  $^{\circ}$ C, an additional charge (see the schedule of charges for SERVICES added as Annex 3 to the AGREEMENT) will

be made. For proper operation of the heater, gates must remain closed at all times when the heater is active.

## 4.18. Lighting

For the room lighting, the ORGANIZER shall owe a lump sum to EASYFAIRS BELGIUM based on the rates provided for in the rate list for SERVICES in Annex 3 to the AGREEMENT.

# 4.19. Maintenance of the SPACES

The ORGANIZER is obliged to order the general cleaning through EASYFAIRS BELGIUM. The rates can be found in Annex 3 to the AGREEMENT.

4.20. Waste

**4.20.1.** The ORGANIZER is obliged to assume the landfill taxes (costs for residual waste). Invoicing of these will be done approximately one month after the EVENT.

**4.20.2.** It is forbidden to place or allow waste of any kind or origin to be placed outside the SPACES, except in the containers placed for this purpose.

**4.20.3** EASYFAIRS BELGIUM reserves the right to have all garbage placed outside the SPACES removed immediately and at the expense of the ORGANIZER. The costs thereof shall be payable simply on presentation of the relevant statement of expenses drawn up by EASYFAIRS BELGIUM.

**4.20.4.** The ORGANIZER shall take all possible measures for the correct sorting of its own waste or that of exhibitors and/or partners. Any fines (non-conformities) imposed on EASYFAIRS BELGIUM as a result of not sorting correctly shall be charged to the ORGANIZER plus an additional administrative cost of  $\notin$  75.

# 4.21. Ban on smoking and fumes

**4.21.1.** The ban on smoking applies generally. Consequently, the ORGANIZER shall ensure compliance with this prohibition in the SPACES and shall, among other things and without this list being exhaustive, strictly observe the provisions contained in the Royal Decree on the prohibition of smoking and other similar laws and regulations, as well as the directives of EASYFAIRS BELGIUM in this regard.

**4.21.2** All fines in respect of EASYFAIRS BELGIUM as a result of inspections by the competent authorities during the FAIR shall be recovered from the ORGANIZER.

#### 4.22. End of the FAIR and returning of the SPACES

**4.22.1** The SPACES must be returned to EASYFAIRS BELGIUM fully emptied and in an impeccable condition at the latest on the last day of the PERIOD OF AVAILABILITY.



**4.22.2.** Any return of the SPACES at a later date shall give rise, ipso jure and without any prior formal notice being required, to the payment by the ORGANIZER to EASYFAIRS BELGIUM of an indemnity per day of delay started equal to three times the daily amount for the providing of the SPACES stipulated in the AGREEMENT, without prejudice to EASYFAIRS BELGIUM's right to claim additional compensation from the ORGANIZER if the damage actually suffered by EASYFAIRS BELGIUM exceeds the compensation provided for herein.

**4.22.3.** The ORGANIZER has been adequately informed of this and accepts this amount as reasonable in view of the many additional costs (waiting hours, additional personnel, rescheduling of work forces, other rates) that EASYFAIRS BELGIUM will have to incur with regard to a shortened construction of the subsequent project.

**4.22.4.** The ORGANIZER shall fully indemnify EASYFAIRS BELGIUM for any claim it receives from a subsequent ORGANIZER as a result of the late dismantling and emptying of the SPACES.

**4.22.5.** If necessary for the organization of other fairs, EASYFAIRS BELGIUM may, in the event that the SPACES are not cleared in due time, have the SPACES cleared at the expense of the ORGANIZER. These costs are recoverable on the basis of the invoice received by EASYFAIRS BELGIUM from the executor of these works, increased by 20%, with a minimum of  $\notin$  500, in order to compensate for the (administrative) costs and arrears incurred by EASYFAIRS BELGIUM as a result, e.g. coordination and follow-up.

**4.22.6.** In case of damage to the SPACES, the repair works shall be carried out by a contractor appointed by EASYFAIRS BELGIUM. The cost of the repair works shall be recovered from the ORGANIZER.

# ARTICLE 5: SERVICES

## 5.1. The SERVICES

**5.1.1.** SERVICES that will be provided by EASYFAIRS BELGIUM and/or concessionaires, partners or subcontractors are not included in the COMPENSATION FOR THE PROVISION OF THE SPACES and shall be charged separately to the ORGANIZER as COMPENSATION FOR THE SERVICES.

**5.1.2.** The rates for the site related SERVICES and the optional SERVICES are included in Annex 3 to the AGREEMENT. These rayes will remain valid during the period mentioned in this annex, subject to any adjustments required as a result of an increase in life expectancy or as a result of any price adjustments imposed by EASYFAIRS BELGIUM's suppliers.

# 5.2. Surveillance and first aid obligations

**5.2.1.** During the PERIOD OF AVAILABILITY, the used SPACES will be monitored by a supplier approved by EASYFAIRS BELGIUM.

**5.2.2.** For the provision of security, the ORGANIZER shall owe EASYFAIRS BELGIUM a fee for each hour, with a minimum of four consecutive hours per security agent, which shall be calculated in accordance with the rates in force at EASYFAIRS BELGIUM. The number of hours actually performed, with a minimum of four consecutive hours per security guard, shall always be charged after the FAIR.

**5.2.3.** A detailed monitoring plan shall be drawn up by the ORGANIZER at the latest 1 month before the start of the construction of the FAIR. The SPACES shall be monitored from the moment works such as alignment, deposition of material by suppliers, etc. take place. The ORGANIZER acknowledges that the prices for the surveillance are guide prices that may vary according to the number of hours actually performed, with a minimum of four consecutive hours per monitoring agent.

**5.2.4.** The ORGANIZER shall obtain information from the security cell of the city where the FAIR takes place regarding first aid obligations and shall call upon the partner approved by EASYFAIRS BELGIUM for this purpose.

## 5.3. Concessions, partners and subcontractors

5.3.1. Unless otherwise agreed between the parties, EASYFAIRS BELGIUM shall, either on its own account concessionaires, or through partners or subcontractors, provide, sell or offer the following SERVICES its exclusively on behalf to exhibitors/visitors, whatever the nature of the FAIR being organized:

- operation of parking lots for visitors and exhibitors (including signage on and around the site);
- operation of sanitary facilities, vestiaire and lockers through permanent or temporary built facilities);
- all forms of permanent or temporary surveillance linked to the BUILDING (including the control tower if applicable);
- the suspension points;
- the electrical power connections to just before the power consumer;
- the water connections and the distribution of compressed air;
- all temporary internet connections (including WIFI);
- the obscuration of the SPACES;
- the cleaning of the SPACES in which the FAIR is organized, including the parking lots and adjacent areas;
- waste removal and disposal;
- the rental of aerial work platforms and forklifts and related services;
- the sound amplification, used for broadcasting



atmospheric music and communicating informative messages to visitors to the FAIR;

- insurance of the exhibited goods and civil liability of the ORGANIZER and the exhibitors;
- exploitation and commercialization of the communication media in and around the SPACES (LED screens, publicity frames, banners, flagpoles,...);
- promotion (through publicity, sampling or other promotional actions) of the FAIR related brands to the extent they do not conflict with a regular partner/sponsor of the FAIR of the ORGANIZER.
- lighting, heating and ventilation of the buildings.

**5.3.2.** The ORGANIZER, the exhibitors and the visitors must respect the facilities placed temporarily or permanently in the BUILDING by the concessionaires, partners or subcontractors as well as those provided for the FAIR and take care of them as a prudent and reasonable person.

## 5.4. Catering & Sampling

## a) Catering with public sales:

**5.4.1.** Unless otherwise agreed between the parties, EASYFAIRS BELGIUM will, during the FAIR, either on its own account or through concessionaires, partners or subcontractors, sell or offer the following catering services exclusively and for a fee on its behalf to exhibitors/visitors, whatever the nature of the FAIR being organized:

- Sales of beverages, snacks and meals from both fixed infrastructure and mobile outlets;
- Operation of all food and beverage vending machines;
- Delivery of catering services at booths.
- b) Catering services related to events and seminars:

**5.4.2.** Unless otherwise agreed between the parties, during the FAIR, EASYFAIRS BELGIUM reserves the absolute right either on its own account or through concessionaires, partners or subcontractors, to provide catering services on an exclusive and remunerated basis. The list of concessionaires, partners or subcontractors is subject to annual adjustment as well as retrieval by the ORGANIZER.

c) Sampling of beverage and food products:

5.4.3. Distribution of free drink and food products (samples) authorized by the ORGANIZER during the FAIR shall only be permitted after written agreement by EASYFAIRS BELGIUM in the agreement AGREEMENT. This written shall determine, in addition to the financial compensation, the location and other modalities (e.g. waste, utility connections, etc.) of the sampling.

**5.4.4.** A list of beverages and food products permitted by EASYFAIRS BELGIUM at the FAIR (private labels) may be requested. If the ORGANIZER

allows other beverages and food products during the BEURS without prior consent of EASYFAIRS BELGIUM, the ORGANIZER will be charged damages in the amount of  $\notin$  1 per visitor per sampling activity and brand.

d) Applicable regulations:

**5.4.5.** The ORGANIZER is expected to be aware of the regulations regarding catering materials and reusable beverage and food containers and to apply them during the FAIR.

# 5.5. Energy costs

**5.5.1.** The supply and distribution of electricity is exclusively insured by EASYFAIRS BELGIUM. The electrical installations carried out in the SPACES are subject to the CODEX Well-being at Work and to the 'General Regulations for Electrical Installations (AREI book 1)'.

**5.5.2.** The rates for the consumption of electricity and gas for the FAIR shall be set out in the AGREEMENT. In the event that the energy costs should increase by at least 10% between the date of signing the AGREEMENT and the holding of the FAIR, EASYFAIRS BELGIUM reserves the right to adjust the rates stated in the AGREEMENT according to the rate that will be applicable at the time of the FAIR. EASYFAIRS BELGIUM will inform the ORGANIZER of this in advance.

## 5.6. Logistics services

**5.6.1.** The ORGANIZER is aware that in order to protect the SPACES from damage and to ensure that the logistics process runs as smoothly as possible, certain logistics services have been entrusted to an exclusive partner of EASYFAIRS BELGIUM. This applies to the ORGANIZER as well as to the exhibitor for:

- the provision of forklifts and aerial platforms including operators to operate these forklifts and aerial platforms for BUILDING/dismantling the stands and any other materials to be loaded and unloaded;
- Provision of labor/transportation workers for handling empty packaging/filled packaging and available storage.

**5.6.2.** Exhibitors who own (not rent) forklift trucks and aerial platforms and do not wish to make use of the above logistics service, may use their own forklift trucks and aerial platforms for loading and unloading material, provided they have the necessary permits and certificates and that they inform the ORGANIZER thereof in advance. The ORGANIZER shall in turn inform EASYFAIRS BELGIUM thereof with a view to the smooth running of the construction of the FAIR.

**5.6.3.** If EASYFAIRS BELGIUM observes that the ORGANIZER and the exhibitor do not comply with



their obligations under article 5.6.2, EASYFAIRS BELGIUM reserves the right - after a warning to remedy the situation - to put an immediate stop to the work carried out with these forklifts and aerial work platforms and to claim damages in the amount of the loss of earnings from the exclusive partner.

**5.6.4.** The ORGANIZER shall indemnify EASYFAIRS BELGIUM against claims for damages originating from the exclusive partner involved in the provision of forklifts and aerial platforms.

# ARTICLE 6: PAYMENT METHODS AND TERMS

### 6.1. <u>Payment of COMPENSATION FOR THE PROVISION</u> <u>OF SPACES and COMPENSATION FOR THE</u> SERVICES

**6.1.1.** The signing by the parties of the AGREEMENT shall give rise to the exigibility from the ORGANIZER and in favor of EASYFAIRS BELGIUM of the full amount of the COMPENSATION FOR THE PROVISION OF SPACES, which, in general and as far as possible (regarding remaining time), shall give rise to the following three successive billings:

- the billing of 10% of the COMPENSATION FOR THE PROVISION OF SPACES within 15 days from the date of signing the AGREEMENT;
- the billing of 40% of the COMPENSATION FOR THE PROVISION OF SPACES no later than 150 days prior to the start of the 1<sup>st</sup> construction day, as provided in the AGREEMENT;
- the billing of the balance or 50% of the COMPENSATION FOR THE PROVISION OF SPACES no later than 90 days prior to the start of the 1<sup>st</sup> the first day of construction, as provided in the AGREEMENT.

**6.1.2.** Invoicing of COMPENSATION FOR THE SERVICES shall generally and to the extent possible (regarding time remaining) be made no later than 60 days prior to the start of the 1<sup>st</sup> construction day, as provided in the AGREEMENT.

**6.1.3.** In case the AGREEMENT is concluded less than 60 days prior to the FAIR, all fees and expenses will be charged at once and must be paid immediately.

**6.1.4.** To the extent that the determination of the total amount of COMPENSATION FOR THE SERVICES was made on the basis of a provision or if additional services were requested, a regularization or settlement invoice will be prepared after the termination of the FAIR.

## 6.2. Methods of payment

**6.2.1.** Invoices issued by EASYFAIRS BELGIUM must be paid upon receipt, net without discount, in cash at the registered office of EASYFAIRS BELGIUM.

**6.2.2.** Payments by the ORGANIZER shall be made in euros and by bank transfer to the bank account(s) specified on the invoices.

**6.2.3.** Any payment made into the hands of a representative or appointee of EASYFAIRS BELGIUM is not in discharge, except with the express prior consent of EASYFAIRS BELGIUM.

### 6.3. Objections to invoices

**6.3.1.** Any objection to an invoice must be made in writing to EASYFAIRS BELGIUM under penalty of cancellation within eight days of the date of invoicing.

**6.3.2.** Such an objection shall in no way affect the ORGANIZER's obligation to pay the uncontested part, as well as to pay all other invoices due at the time of the objection and shall not entitle him to suspend any payment or other obligation to EASYFAIRS BELGIUM.

## 6.4. Payment default or late payment

**6.4.1.** Taking possession of the SPACES by the ORGANIZER is subject to full payment of all amounts due to EASYFAIRS BELGIUM. If, due to certain circumstances, EASYFAIRS BELGIUM provisionally waives the ORGANIZER's obligation to make full advance payment, this shall not create any rights on the part of the ORGANIZER and the obligation to pay shall remain unaffected.

**6.4.2.** Default of payment on the due date of any invoice of EASYFAIRS BELGIUM leads, ipso jure and without prior notice of default, to the claimability of default interest at a rate as stipulated in the Law of August 2, 2002 on combating late payment in commercial transactions from the invoice date until the day of payment in full.

**6.4.3.** A default in payment on the due date shall, under the same conditions as the exigibility of interest, result in the payment of an additional fixed compensation of 10% of the amount of the unpaid invoices, with a minimum of  $\notin$  100.

**6.4.4.** If the payments and/or other obligations of the ORGANIZER, as provided for in the AGREEMENT, are not fulfilled, all (commercial) discounts or allowances granted or to be granted that were still provided for, even retroactively, shall become null and void. By way of example, the discount granted under a two-year AGREEMENT, even the one granted for the first year that the FAIR has taken place, shall become due in full if the ORGANIZER renounces the organization of the FAIR the second year or if he fails to pay in time for the first or second year.

**6.4.5.** Default of payment on the due date of any invoice of EASYFAIRS BELGIUM shall furthermore result in the immediate exigibility of all other sums owed by the ORGANIZER to EASYFAIRS BELGIUM, even if their due date has not yet expired.



**6.4.6.** EASYFAIRS BELGIUM is entitled to suspend the execution of all obligations that EASYFAIRS BELGIUM may have towards the ORGANIZER who fails to pay an invoice. This prerogative may be exercised by the simple observation by EASYFAIRS BELGIUM of the default in payment, however only subject to prior written notification to the ORGANIZER that this will occur.

# ARTICLE 7: POSTPONEMENT OF THE FAIR AT ORGANIZER'S REQUEST

**7.1.** The ORGANIZER may, regardless of the reason, request EASYFAIRS BELGIUM to move the FAIR to a later date.

**7.2.** Insofar as the FAIR can be postponed within 8 months of the date originally provided for and there is availability in one of the BUILDINGS of EASYFAIRS BELGIUM, the ORGANIZER shall owe the fixed termination fee provided for in article 9.2.2.

**7.3.** In the event of postponement, the ORGANIZER shall not be entitled to the reimbursement of the amounts already paid to EASYFAIRS BELGIUM and the amounts already paid shall be used for the holding of the FAIR on the newly determined date.

**7.4.** If there are no more availabilities at any of the BUILDINGS of EASYFAIRS BELGIUM within 8 months after the originally scheduled date, the ORGANIZER may terminate the AGREEMENT, either allow the FAIR to continue on the original date, or terminate the AGREEMENT in accordance with article 9.2.2 below.

# ARTICLE 8: FORCE MAJEURE

8.1. "Force Majeure" shall mean any unforeseeable and unavoidable event independent of the will of EASYFAIRS BELGIUM that constitutes an insurmountable impediment to performance of the AGREEMENT such as, but not limited to:

- a) full or partial deterioration of the BUILDING that renders it temporarily unsafe (e.g., collapse of roof or building, serious leak in roof), energy shortage or interruption of energy supply, general strike, strike of the personnel in charge of the BUILDING, bomb threats or other acts of terrorism or vandalism, unforeseen political or economic circumstances that impact the organization of fairs in the BUILDING;
- b) epidemic, pandemic or any situation which forces EASYFAIRS BELGIUM to postpone the organization of fairs in the BUILDING in order to safeguard the health and safety of the exhibitors, visitors and other persons concerned;
- c) decisions imposing government bans, government measures or any court decision that impedes the holding of the FAIR on the dates set.

8.2. In the event of force majeure, EASYFAIRS BELGIUM shall notify the ORGANIZER in writing within five (5) working days of the occurrence of the force majeure event.

8.3. The occurrence of a force majeure event shall automatically suspend the performance of the AGREEMENT for a minimum period equal to the duration of the force majeure event.

8.4. If the suspension of the performance of the AGREEMENT due to force majeure lasts longer than three (3) months and the FAIR will not be able to take place, either party may immediately terminate the AGREEMENT by registered letter, without any termination fee.

# ARTICLE 9: TERMINATION OF THE AGREEMENT

# 9.1. Termination by EASYFAIRS BELGIUM

**9.1.1.** EASYFAIRS BELGIUM may terminate the AGREEMENT at any time, by registered letter, and subject to the repayment to the ORGANIZER of the advances and invoices already collected.

**9.1.2.** The ORGANIZER shall be at liberty to claim its damages that it suffers when EASYFAIRS BELGIUM terminates the AGREEMENT without just cause.

# 9.2. Termination by the ORGANIZER

**9.2.1.** The ORGANIZER undertakes to effectively set up the FAIR in accordance with the detailed description in the AGREEMENT and its annexes.

**9.2.2.** The ORGANIZER may terminate the AGREEMENT at any time, by registered letter and subject to the payment of the following termination fee to EASYFAIRS BELGIUM, without prejudice to EASYFAIRS BELGIUM's right to claim additional damages for other losses suffered:

- 50% of the agreed COMPENSATION FOR THE PROVISION OF SPACES, if the decision to cancel the FAIR is communicated by the ORGANIZER to EASYFAIRS BELGIUM by registered letter more than 12 months before the first construction day of the FAIR;
- 75% of the agreed COMPENSATION FOR THE PROVISION OF SPACES, if the decision to cancel the FAIR is communicated by the ORGANIZER to EASYFAIRS BELGIUM by registered letter more than 6 months but less than 12 months before the first construction day of the FAIR.
- 100% of the agreed COMPENSATION FOR THE PROVISION OF SPACES, increased by the total amount of the COMPENSATION FOR THE SERVICES, if the decision to cancel the FAIR is made by the ORGANIZER to EASYFAIRS BELGIUM by registered letter is notified less than 6 months before the first construction day of the FAIR.



**9.2.3.** All outstanding invoices for SERVICES already provided will be invoiced in accordance with these GENERAL TERMS AND CONDITIONS.

# ARTICLE 10: DISSOLUTION OF THE AGREEMENT

## 10.1. Dissolution by both parties

**10.1.1.** In the following cases, both EASYFAIRS BELGIUM and the ORGANIZER shall be entitled to dissolve the AGREEMENT to the detriment of the other party, after sending a registered letter:

- in case of non-performance by the other party of any of its contractual obligations within thirty (30) days after notice of default by registered letter with acknowledgment of receipt which has not been complied with;
- with a termination period of 15 days from the day after sending the registered letter in case of bankruptcy, reorganization or liquidation.

# 10.2. Dissolution by EASYFAIRS BELGIUM

**10.2.1.** EASYFAIRS BELGIUM may furthermore, after having sent a formal notice by registered letter to the ORGANIZER and which has not been complied with by the ORGANIZER within a reasonable period of remedy as set out in the notice as the case may be, dissolve the AGREEMENT immediately without any notice in favor of the ORGANIZER in the following cases:

- when the ORGANIZER in reality organizes a fair other than was provided for in the AGREEMENT;
- when it is determined that the FAIR disrupts public order or provokes strong reactions from public opinion;
- In case of violation of the obligation of publicity provided in article 4.6. of these GENERAL TERMS AND CONDITIONS;
- when the ORGANIZER or a person authorized by the ORGANIZER commits a serious violation of the provisions of the AGREEMENT, these GENERAL TERMS AND CONDITIONS or the internal rules.

**10.2.2.** In the above cases, EASYFAIRS BELGIUM shall be entitled to demand the immediate abolition of the FAIR to be set up or, insofar as the FAIR has already commenced, the immediate termination thereof and the immediate evacuation of the SPACES, all at the risk and expense of the ORGANIZER.

**10.2.3.** In the above cases, the ORGANIZER shall be liable to pay 100% of the agreed COMPENSATION FOR THE SERVICES, plus the total amount of the COMPENSATION FOR SERVICES, by way of damages, without prejudice to EASYFAIRS BELGIUM's right to claim additional damages for other losses suffered.

# ARTICLE 11: LIABILITY

# 11.1. Liability of the ORGANIZER

**11.1.1.** The ORGANIZER shall be jointly and severally liable to EASYFAIRS BELGIUM for all obligations entered into by exhibitors and visitors at the FAIR with respect to EASYFAIRS BELGIUM.

**11.1.2.** The ORGANIZER shall also be liable to EASYFAIRS BELGIUM for any damage caused to the BUILDING, to the SPACES and/or installations placed at its disposal by EASYFAIRS BELGIUM, regardless of whether the damage was caused by unknown persons or is the result of vandalism or violence.

**11.1.3.** The ORGANIZER shall have to pay all repair costs resulting from the damage caused to goods of EASYFAIRS BELGIUM as a result of the FAIR.

# 11.2. Liability of EASYFAIRS BELGIUM

**11.2.1.** EASYFAIRS BELGIUM, shall not be liable for any damage caused to ORGANIZER, for whatever reason, including theft, loss or damage to personal property or bodily harm not attributable to EASYFAIRS BELGIUM.

**11.2.2.** EASYFAIRS BELGIUM can only be held liable for damage caused by intent, gross negligence or for the non-performance of the essential commitments that are the subject of the AGREEMENT.

**11.2.3.** EASYFAIRS BELGIUM's obligation to pay damages to the ORGANIZER shall in any event be limited to the total COMPENSATION owed by the ORGANIZER pursuant to the AGREEMENT.

# ARTICLE 12: INSURANCE

**12.1.** The ORGANIZER shall take out insurance sufficient to cover his own civil liability and that of the persons admitted by him, against all forms of damages in the widest sense (including all bodily injuries and material damages caused to third parties), as well as insurance for the products and goods exhibited. Proof of these insurances as well as of the premiums paid shall be presented at any time by the ORGANIZER upon simple request by EASYFAIRS BELGIUM. Taking out these insurances shall not limit the liability of the ORGANIZER.

**12.2.** Unless the ORGANIZER has adequate insurance cover, the ORGANIZER undertakes to subscribe, at its own expense, to a collective insurance policy taken out by EASYFAIRS BELGIUM (see Annex 2), as well as to oblige its exhibitors to subscribe to the same, it being understood that EASYFAIRS BELGIUM is neither a co-insurer nor an insurance broker or intermediary in insurance.

**12.3.** The ORGANIZER hereby expressly waives, both in its own name and in the name of the persons it authorises, any recourse that it or they may be entitled to exercise against EASYFAIRS BELGIUM



and/or any company of the group to which EASYFAIRS BELGIUM belongs and/or the owner of the BUILDING, in respect of any damage whatsoever, whether direct or indirect, caused to them or to third parties, except in the event of wilful intent, fraud or gross negligence or in the event liability is insured up to the amount of the payment made by the insurer.

**12.4.** The ORGANIZER undertakes to give notice of this remedy on behalf of himself as well as on behalf of his authorized persons to their insurers damages, liability and statutory industrial accidents, as listed in Annex 2.

# ARTICLE 13: PROCEDURE AND GUIDELINES 'WORKING WITH THIRD PARTIES'

**13.1.** In the light of chapter 4 "Special provisions concerning work carried out by outside companies or by temporary workers" of the Law of August 4, 1996 (Welfare Act), the ORGANIZER undertakes to comply with its obligations concerning the welfare of workers in the performance of their work that are peculiar to the establishment of the FAIR and to enforce them by its (sub)contractors.

**13.2.** The ORGANIZER is required to provide the following information to its employees and (sub)contractor(s):

- The risks to the well-being of employees as well as the protection and prevention measures and activities related to the place in general where the FAIR will be set up;
- The risks to the well-being of workers as well as the protection and prevention measures and activities related to each type of workstation and/or each type of job or activity to the extent that this information is relevant to cooperation or coordination;
- The measures taken for first aid, firefighting and evacuation of employees and the designated employees in charge of putting these measures into practice.

**13.3.** The ORGANIZER shall provide EASYFAIRS BELGIUM with the necessary information on the risks inherent to the work it carries out during the FAIR and shall cooperate in the coordination and collaboration between the various intervening parties in the implementation of the measures concerning the well-being of employees in the performance of their work.

**13.4.** EASYFAIRS BELGIUM undertakes to ensure that the ORGANIZER's employees in its (sub)contractor(s) have received the appropriate training and instructions inherent to its business activity. EASYFAIRS BELGIUM is entitled to carry out checks on the work performed by the ORGANIZER within the framework of the FAIR.

**13.5.** The ORGANIZER and, where applicable, the (sub)contractor(s) shall have the same obligations towards their (sub)contractor(s) as EASYFAIRS BELGIUM, in particular:

- Exclude any (sub)contractor that he can know or determine is not complying with the obligations imposed by the Welfare Act and its implementing decrees with a view to protecting workers;
- To include in a contract with such (sub)contractor(s) the clauses referred to in points a) and b) of Article 9 bis 2, 2° of the Welfare Act. This implies, in particular, that if the (sub)contractor(s) does not or does not adequately comply with its obligations regarding the welfare of workers in the performance of their work that are specific to the establishment where it comes to perform work, it may itself take the necessary measures, in the cases stipulated by the agreement, at the expense of the (sub)contractor(s).

**13.6.** In case of non-compliance with the safety agreements, EASYFAIRS BELGIUM may itself take the necessary measures in case of risk of fire, serious industrial accident, explosion, collapse, electrocution and this at the expense of the ORGANIZER. The ORGANIZER may not dispute the appropriateness of the measures adopted pursuant to this paragraph.

**13.7.** For any other cases not *nominatim* in the previous paragraph, EASYFAIRS BELGIUM may, after formal notice by the ORGANIZER, immediately take the necessary measures related to the well-being of the employees in the execution of their work specific to the establishment, if the ORGANIZER fails to take such measures or fails to comply with its obligations. This shall be done at the expense of the ORGANIZER.

# ARTICLE 14: PROVISIONS RELATED TO GENERAL SECURITY

# 14.1. <u>Outputs</u>

**14.1.1.** General instructions given by the services of the Fire Department regarding safety will be followed by the ORGANIZER at all times.

**14.1.2.** All exits shall be signalized by pictograms. The emergency exit doors are left completely free. This means that no attachments of any kind to the doors are permitted. Also, no other form of any obstruction in front of or behind these doors is allowed. The total width of the exits in each hall is equal, in transit units (DE), to the number of persons who would use them to reach the exit.

# 14.2. Fire Protection

**14.2.1.** Fire hydrants and extinguishers, as well as alarm buttons, must be kept completely clear and visible at all times. They must be accessible at all times without difficulty and without displacement of objects.

**14.2.2.** Indications regarding the location of fire hydrants, fire extinguishers and alarm buttons will



be placed at the height of clearances. Normal lighting and safety lighting will make them visible from a great distance.

**14.2.3.** Permanent control shall be exercised to prevent or detect fire in a timely manner, or to fight it while awaiting the arrival of the fire department.

**14.2.4.** The fire department must be called immediately at any onset of fire, even in the case of extinction by its own means.

**14.2.5.** The personnel present (cashiers, controllers, secretarial staff, hostesses, etc...) must be informed of the dangers caused by a fire by the ORGANIZER. They must be provided with the plans drawn up by EASYFAIRS BELGIUM, which indicate the emergency exits and the location of the hydrants and fire extinguishers. The personnel in charge of supervision must be trained to use the equipment properly and to evacuate the halls efficiently.

# 14.3. Waste and packaging

**14.3.1.** Garbage, paper, cardboard and other combustible material intended for waste should be regularly cleared from the booths and their surroundings. Boxes, drums and packaging must not be located in or behind the stands. Containers, which no longer contain contents, must be removed immediately.

**14.3.2.** If the exhibitor or the ORGANIZER fails to comply, EASYFAIRS BELGIUM is entitled to remove waste and packaging. This shall be done at the expense and risk of the ORGANIZER. The storage of boxes, containers and packaging in the SPACES is strictly prohibited. They must be taken away immediately.

**14.3.3.** If the removal does not take place immediately, EASYFAIRS BELGIUM reserves the right to have these items removed at the ORGANIZER's expense.

## 14.4. Displayed products

Explosive and highly flammable items may NOT be displayed.

## 14.5. Fireplaces

**14.5.1.** Appliances in operation, which consume fuel (fires, ovens, fireplaces, heaters), and their hearths shall be hermetically isolated from all flammable materials (floors, walls, partitions, curtains, furniture, booth materials, etc...) that are in the vicinity. The installation and construction of the devices is constructed so that the temperature of ground or wall on which they rest does not exceed 90 °C. This does not apply when the ground or wall is made of non-combustible material.

**14.5.2.** The ORGANIZER will have the guidelines below respected by the exhibitors and will ensure

that they are included in the AGREEMENT and with the exhibitors:

- Devices with solid or liquid fuel are at least 0.5 m away from flammable materials. This also applies to connecting pipes made of metal or other non-combustible material of low thickness, which provide heating for the devices;
- Screens should be used against fire and glowing objects;
- Petroleum heating devices are not permitted;
- Bioethanol applications are not permitted;
- One will ensure that the public cannot come into contact with these fireplaces;
- Devices are not refilled in the presence of the public;
- The exhibitor must ensure proper ventilation when the equipment is in operation (regardless of the type of fuel used). This will be strictly enforced by the ORGANIZER;
- To prevent leaks, any appliance that uses liquid fuel must be placed in a watertight container; This container, filled with sand, must be able to hold the entire contents of the fuel tank;
- The stock of liquid fuel, the ignition point of which equals or exceeds 50 °C shall not exceed 20 kg per booth;
- An approved portable fire extinguisher with 6 kg of powder AB labeled BENOR is located in the immediate vicinity of the fireplace;
- The exhibitor is responsible for the presentations and demonstrations.

**14.5.2.** EASYFAIRS BELGIUM may, after consulting the competent fire department, impose additional measures necessary for safety.

# 14.6. Engines with internal combustion

**14.6.1.** When displaying engines with internal combustion, the exhibitor must inform the technical department of EASYFAIRS BELGIUM in order to obtain an evacuation of the combusted gases.

**14.6.2.** The application should include the following items:

- All technical data of the engine;
- The location and the adjustment considered;
- The nature of the materials;
- Power of devices connected to the motor.

**14.6.3.** EASYFAIRS BELGIUM, in cooperation with the competent fire department, and if justified and possible, authorizes the ignition of the engines. Necessary precautions may be imposed.

# 14.7. Gas-powered appliances

The use of liquefied petroleum gases (propane/butane), as well as any other type of gas, is not permitted within the BUILDINGS of EASYFAIRS BELGIUM.



## 14.8. Industrial burners

Fireboxes and boilers must be mounted on a noncombustible pedestal and at least 2 meters away from any combustible material. The burner shall be constructed so that fuel cannot accumulate if a failure or malfunction should occur in the firebox. The fuel tank shall be set up outside the premises. All connections between burner and storage tank shall be in excellent condition. Exhaust pipes shall be properly secured and insulated from any combustible material.

# 14.9. Electrical appliances

Electrical appliances must be grounded. They must have a CE certificate. All electrical appliances, in operation, will be turned off daily at the end of the FAIR.

14.10. Use of gases (subject to permission to be obtained separately)

## 14.10.1. Oxygen and acetylene burners

Demonstrations using oxygen and acetylene burners meet the following conditions:

- The oxygen gas cylinders are stably positioned in a well-ventilated area;
- The pipe connecting oxygen gas cylinders to burners should not exceed 10 meters;
- No combustible material shall be located within 2 meters of the burner.

# 14.10.2. <u>Balloons</u>

Inflatable balloons containing flammable or toxic gas may neither be displayed nor handed out.

14.10.3. Liquefied petroleum gases (butane, propane)

# 14.11. Kitchens

A kitchen installation must operate solely on electrical energy.

An approved portable fire extinguisher of 5 kg CO2 and a fire blanket must be set up nearby. Each fryer must be equipped with an appropriate lid of the household type is and with max. 3 liters of water capacity.

# 14.12. Furnishing 'halls'

**14.12.1.** Screens and/or curtains shall be made fireproof. If there is only one aisle, there shall be no more than 10 seats per row. There may be 20 seats per row if there are two aisles.

**14.12.2.** There must be 50 centimeters of seating per person. Between two rows of seats must be at least 0.45 meters. Light seats must be attached to each other. If the rows of seats are each on an elevation of at least 15 centimeters, the minimum

width between the rows is 0.40 meters. Two exits of at least 0.80 meters must be provided.

**14.12.3.** The width of the exits combined shall be equal, in passage units (DE) to the maximum number of spectators allowed. The exits will be designated by pictograms.

**14.12.4.** In all other respects, all provisions, which the legislation provides for safety of theatres and publicly accessible establishments, as well as all other legal provisions for safety, shall apply.

# 14.13. Food trucks

If food trucks are admitted to the FAIR by EASYFAIRS BELGIUM, the ORGANIZER shall provide a valid inspection certificate of electrical installation (in accordance with AREI, O.a. Subsection 6.4.7.2. Moveable, mobile or temporary installation) before the start of the FAIR. If this cannot be delivered, EASYFAIRS BELGIUM will refuse to operate the food truck. The use of gas in the premises will NOT be allowed.

### 14.14. Primacy of legal provisions

If these legal provisions would provide stricter conditions than those listed in these GENERAL TERMS AND CONDITIONS, these legal conditions will apply.

# ARTICLE 15: USE OF THE DESIGNATION

**15.1.** The ORGANIZER may only and exclusively use the designation "Antwerp Expo", "Flanders Expo", "Nekkerhal - Brussels North" or "Namur Expo" and their respective logos to indicate the localization of the place where it organizes the FAIR.

**15.2.** It is absolutely prohibited for the ORGANIZER to use the designations "Antwerp Expo", "Nekkerhal - Brussels North", "Flanders Expo" and "Namur Expo" and their respective logos in such a way as to give the public the impression that the FAIRS organized by the ORGANIZER have any connection with "Antwerp Expo", "Flanders Expo", "Nekkerhal - Brussels North" or "Namur Expo" or EASYFAIRS BELGIUM.

**15.3** The ORGANIZER shall, on any document emanating from him in connection with the FAIR, indicate very clearly the correct identity of the ORGANIZER of the FAIR, so that no confusion in this regard can arise among third parties.

# ARTICLE 16: MISCELLANEAOUS

## 16.1. Autonomy

If any commitment in the AGREEMENT, including the GENERAL TERMS AND CONDITIONS and the other annexes, should be unenforceable or contrary to a provision of mandatory law, such unenforceability or invalidity shall not affect the validity and enforceability of the other provisions in the AGREEMENT, the GENERAL TERMS AND CONDITIONS



and the other annexes, nor of that part of the affected provision which is not contrary to mandatory law. An invalid or void provision shall be replaced by a provision that corresponds as closely as possible to the common intention of the parties.

## 16.2. Previous contracts and statements

**16.2.1.** The AGREEMENT and its annexes supersede all prior letters, representations, warranties or contracts concerning the subject matter of this AGREEMENT.

**16.2.2.** The AGREEMENT may be amended only by a written agreement or addendum signed by all parties.

# 16.3. Absence of future rights

**16.3.1.** The setting up of a FAIR of any kind in the BUILDING does not entitle the ORGANIZER at any time, at a later date, to organize either a similar or another FAIR.

**16.3.2.** EASYFAIRS BELGIUM expressly reserves the right to refuse permission to any request to organize a FAIR, whoever the ORGANIZER may be, irrespective of whether or not the latter has previously held a FAIR in the BUILDING.

### 16.4. Transfer of rights

**16.4.1.** It is expressly agreed between the parties that the rights or obligations of the ORGANIZER arising from the AGREEMENT may noy be transferred, either in whole or in part, by the ORGANIZER to a third party, subject to the prior written consent of EASYFAIRS BELGIUM.

**16.4.2.** If EASYFAIRS BELGIUM agrees to such full or partial transfer of rights and/or obligations of the ORGANIZER, the ORGANIZER shall, unless otherwise agreed, remain jointly and severally liable to EASYFAIRS BELGIUM, together with the person in whose favor the transfer was made, for the correct performance of all obligations arising from the AGREEMENT.

### 16.5. Joint and several liability

If the AGREEMENT is entered into by several (legal) persons, they are jointly and severally liable to EASYFAIRS BELGIUM for all obligations entered into in the AGREEMENT.

# ARTICLE 17: APPLICABLE LAW AND DISPUTE RESOLUTION

**17.1.** The AGREEMENT and the GENERAL TERMS AND CONDITIONS, which form an integral part of it, shall be exclusively governed and shall be interpreted in accordance with Belgian law.

**17.2.** The competent courts to adjudicate in case of dispute are the following:

- if the FAIR takes place in the Flemish-speaking part of the country: the competent courts in Ghent, division Ghent;
- if the FAIR takes place in the French-speaking part of the country or in Brussels: the competent French-speaking courts in Brussels.

A Party's signature via a scan or digitization of the original signature (e.g., a scan in PDF format) or an electronic signature (e.g., via DocuSign) counts as an original signature with the same validity, enforceability and admissibility.

Each party shall receive a fully signed original of the AGREEMENT and its annexes. The transmission of this copy via e-mail or via an electronic signature system, will have the same legal force and effect as a transmission of the original copy of the AGREEMENT.

For the ORGANIZER Signature and name of signatory.

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For EASYFAIRS BELGIUM NV

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COREBIZ BV Director Alain D'Haese, permanent representative