

### 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, 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 Candidateexhibitor'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;
- 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 contribution to the insurance premium in accordance with the provisions of article 17 of these General Terms of Business;
- 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

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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:

- 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:

- 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;
- 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.

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**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;
- 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;
- 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 setup period. The Organiser will appoint a representative to determine any measurement errors. 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:
- a detailed scale drawing;
- 2) a detailed furnishing concept;

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- 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. 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 Staffing, Setup and Dismantling of the Booth

- **7.5.1** The Exhibitor undertakes to set up, staff and dismantle the Booth in accordance with the guidelines and timelines communicated by the Organizer. This obligation applies for the entire duration of the Exhibition and is essential for its proper functioning.
- **7.5.2** If the Exhibitor fails to set up the Booth within the setup period as communicated in writing by the Organizer, the Exhibitor shall automatically and without prior notice be liable to pay a fixed compensation amounting to 20% of the total exhibition surface area price, with a minimum of EUR 2,500. This compensation is due to the Organizer to cover administrative and logistical costs, as well as reputational damage caused by the delayed or absent setup of the Booth. If the Exhibitor entirely fails to occupy the Booth within the period referred to in article 6.2.1.4, the full cancellation fee as specified in that article shall remain due, in addition to the fixed compensation mentioned in this article 7.5.2.
- **7.5.3** The Booth must be physically staffed at all times during the opening hours as communicated by the Organizer to the Exhibitor. These hours may differ from the official visitor opening hours. Absence of Booth personnel during these periods will be considered a contractual breach and shall result in a fixed compensation of EUR 500 per day, plus any additional costs incurred by the Organizer.

Presence of Booth personnel outside of these hours, such as early access to or extended presence on the exhibition floor, must be requested in advance in writing and requires the Organizer's explicit written approval. In such case, the Organizer reserves the right to charge additional costs, including but not limited to extra security services, technical support, and/or onsite assistance.

If the Booth is not vacated on time after the end of the Exhibition in accordance with the Organizer's guidelines, the Exhibitor shall owe a fixed compensation of EUR 500 per day per breach, plus all actual costs incurred by the Organizer in this context, such as extra security, cleaning, or utility services.

The Exhibitor is also not permitted to place materials and/or products in the aisles surrounding the Booth or to have personnel operate outside the designated boundaries of the Booth. In the event of repeated noncompliance following a first written or verbal warning, the Exhibitor shall be liable to pay a fixed compensation of EUR 500 per violation.

**7.5.4** 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

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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.

**7.5.5** The Exhibitor undertakes not to begin dismantling the Booth before the time set by the Organizer on the final day of the Exhibition. Any form of early dismantling is considered a serious contractual breach, detrimental to the visitor experience and the image of the Exhibition. In case of early dismantling, the Exhibitor shall automatically and without notice be liable to pay a fixed compensation of EUR 750. This amount will be fully donated by the Organizer to a socially relevant organization or non-profit association, chosen in alignment with the values of the Organizer.

**7.5.6** 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.

### 7.7 Overrun of communicated closing hours

If the Exhibitor remains at the stand and/or in the exhibition hall after the communicated closing time of the Trade Fair without prior written permission from the Organiser, any resulting additional costs will be charged to the Exhibitor. These costs include, but are not limited to, additional security services, staff, cleaning and utilities. The Exhibitor will owe minimum lump sum damages of 20% of the total participation fee per day on which an overrun is recorded. If the actual additional costs exceed these lump-sum damages, the Organiser reserves the right to charge the additional costs accordingly.

The Organiser reserves the right to monitor compliance with this provision and impose appropriate sanctions in the event of violations. Repeated breaches may result in exclusion from participation in future editions of 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 socalled "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

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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 provincial 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 Exhibited Objects must be equipped and installed in accordance with the applicable legal safety regulations, including the relevant federal, regional and municipal rules and regulations, as well as the specific safety rules applicable to the Venue. Throughout the entire participation period, the Exhibitor must take all necessary precautions to ensure the safety of other Exhibitors and visitors to the Fair. The Exhibited Objects remain at all times, including after the official opening hours of the Fair, under the supervision and responsibility of the Exhibitor.
- **8.4.2** The Exhibitor undertakes to comply with all imposed safety measures implemented by the Organiser. The Organiser cannot be held liable for noncompliance with such measures by any Exhibitor or visitor.

### 8.4.3 Work with third parties

The EXHIBITOR acknowledges that any works carried out by its SERVICE PROVIDERS/SUPPLIERS during the FAIR are subject to the provisions of Chapter 4 "Special provisions regarding works carried out by external companies or by temporary agency workers" of the Act of 4 August 1996 (Well-being at Work Act).

The EXHIBITOR undertakes to comply with its obligations regarding the well-being of workers in the context of the organisation of the FAIR, and to ensure that its SERVICE PROVIDERS/SUPPLIERS also comply with these obligations.

The EXHIBITOR shall provide its employees and SERVICE PROVIDERS/SUPPLIERS with the following information:

- The risks to workers' well-being, as well as the protection and prevention measures relating to the premises in general where the FAIR is organised;
- The risks to workers' well-being, as well as the protection and prevention measures relating to each type of workstation and/or role or activity, insofar as such infrmation is relevant for cooperation or coordination;
- The measures taken for first aid, fire-fighting and evacuation of employees, and the designated employees responsible for implementing these measures.

The EXHIBITOR shall provide EASYFAIRS BELGIUM with all necessary information concerning the risks inherent to the works it carries out during the FAIR and shall cooperate in the coordination and collaboration between the various parties involved in the implementation of worker well-being measures.

The EXHIBITOR undertakes to ensure that the employees of the EXHIBITOR and its SERVICE PROVIDERS/SUPPLIERS have received the appropriate training and instructions inherent to their professional activity. EASYFAIRS BELGIUM reserves the right to carry

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out inspections on the works performed by the EXHIBITOR within the context of the FAIR.

The EXHIBITOR and, where applicable, its SERVICE PROVIDERS/SUPPLIERS have towards their (sub-) SERVICE PROVIDERS/SUPPLIERS the same obligations as EASYFAIRS BELGIUM, namely:

- To exclude any (sub-)SERVICE PROVIDER/SUPPLIER whom it knows or observes to be in breach of the obligations imposed by the Well-being at Work Act and its implementing decrees regarding the protection of workers;
- To include in agreements with such (sub-)SERVICE PROVIDERS/SUPPLIERS the clauses referred to under a) and b) of Article 9 bis 2, 2° of the Well-being at Work Act. This notably implies that, should the (sub-)SERVICE PROVIDER/SUPPLIER fail to comply, or inadequately comply, with its obligations regarding the well-being of workers at the workplace where it performs works, the EXHIBITOR may, in the cases provided for in the agreement, take the necessary measures at the expense of the (sub-)SERVICE PROVIDER/SUPPLIER.

In the event of non-compliance with the safety arrangements, EASYFAIRS BELGIUM may itself take the necessary measures in case of fire risk, serious workplace accident, explosion, collapse, electrocution, and this at the expense of the EXHIBITOR. The EXHIBITOR shall not be entitled to contest the appropriateness of the measures adopted in this regard.

In all other cases not expressly referred to above, EASYFAIRS BELGIUM may, after serving formal notice to the EXHIBITOR, immediately take the necessary measures relating to worker well-being if the EXHIBITOR fails to do so or inadequately complies. This shall be at the expense of the EXHIBITOR.

**8.4.4** Temporary or Mobile Construction Sites (TMC)

The EXHIBITOR acknowledges that the assembly and dismantling of the FAIR fall under the provisions of the Royal Decree of 25 January 2001 concerning Temporary or Mobile Construction Sites (TMC).

The EXHIBITOR undertakes to correctly comply with all obligations arising from this legislation, and to ensure the same compliance by its SERVICE PROVIDERS/SUPPLIERS or any other subcontractors acting under its responsibility or on its behalf.

The EXHIBITOR must ensure that all persons active on the temporary construction site:

- have the legally required basic safety training or an equivalent certificate;
- wear the necessary personal protective equipment (PPE) resulting from the risk analyses;
- are properly informed about the risks, coordination instructions and safety measures.

EASYFAIRS BELGIUM will provide clear signage at the FAIR indicating that the location is a construction site during assembly and dismantling. The EXHIBITOR undertakes to respect this signage and to pass on its content to all parties concerned.

EASYFAIRS BELGIUM reserves the right to refuse or restrict access to the construction site for persons who do not comply with the TMC obligations or who pose a safety risk on site.

# 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, suspension or discontinuation of the availability of the Organiser's online services and products due to force majeure, an order or directive from administrative or judicial authorities or other events beyond the Organiser's control, including maintenance or technical defects, the Organiser will make every effort to inform the Exhibitor within a reasonable period of time and to minimise the duration of the interruption as much as possible.
- **9.3** 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.
- **9.4** 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

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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 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 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.

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 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

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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.

The Organiser also has the right, either on its own initiative or at the joint request of several participants in the Exhibition, to immediately terminate the Exhibitor's participation in the Exhibition due to the Exhibitor's proven or unproven involvement in facts, current or past, the public echo of which is likely to tarnish the reputation of the Exhibition, or to disrupt its smooth running, the Organiser undertaking in this case to reimburse the expelled Exhibitor for the costs

of his participation in the Exhibition, to the exclusion of any other form of compensation

#### **ARTICLE 14: NO SMOKING**

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 Inclusion in EASYFAIRS BELGIUM cover

### **Liability insurance**

The EXHIBITOR is included as a co-insured party under EASYFAIRS BELIGUM policy, which provides third-party liability coverage up to a maximum of  $\in$  25,000,000, subject to other limits, exclusions and restrictions outlined in the coverage terms.

The insurer for EASYFAIRS BELGIUM is N.V. AXA Belgium, Troonplein 1, B-1000 Brussels. The coverage terms of the policy can be consulted on the AXA website:

reference: 4185468, Insurance Product Information Document (IPID)-file and general terms and conditions: <a href="https://www.axa.be/nl/juridische-info/corporate-non-life/prive-sector/aansprakelijkheid">https://www.axa.be/nl/juridische-info/corporate-non-life/prive-sector/aansprakelijkheid</a>

Special conditions:

https://www.easyfairs.com/wpcontent/uploads/2025/08/GTC\_EXH\_BE\_Contractsasfr
om082025\_BurgerlijkeAnsprakelijkheid\_BIJZVW\_en.pdf.pdf

### Goods insurance (all risks)

EASYFAIRS BELGIUM has taken out a subscription policy 01/08/2025



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on behalf of the EXHIBITORS covering exhibition goods and materials.

This insurance coverage is of the following type:

- "nail to nail", Covering (worldwide) transport to and from the Trade Fair as well as the stay of the goods during the Trade Fair
- "all risks except"

This subject to the limits, exclusions and restrictions outlined in the coverage terms. The insurers are represented by the authorised underwriter, NV Jean Verheyen, Grensstraat 17, B-1210 Brussels

The coverage terms of the policy can be consulted on the Verheyen website:

Insurance Product Information Document (IPID)-file and general terms and conditions, under the section: "Events and Fairs":

https://www.verheyen.be/nl/documenten

Special conditions:

https://www.easyfairs.com/wpcontent/uploads/2025/08/GTC\_EXH\_BE\_Contractsasfr
om082025\_ALLRISK\_BIJZVW\_en.pdf.pdf

#### <u>Intermediary</u>

The insurance intermediary for these coverage policies is:

NV Hillewaere Insurance, FSMA no. 0891.695.561 Dendermondesteenweg 305/0001 B-9070 Destelbergen

telephone: +32 (0)9 2242480 Web: <a href="https://hillewaere-verzekeringen.be/locaties/gent">https://hillewaere-verzekeringen.be/locaties/gent</a>

e-mail: verzekeringen.gent@hillewaere.be

The insurance intermediary is available to provide any information required.

### Uncovered damage

The EXHIBITOR is personally responsible for any damage exceeding or beyond the scope of the EASYFAIRS BELGIUM insurance coverage (e.g. under insurance).

# Contribution to the EASYFAIRS BELGIUM insurance premium

The EXHIBITOR accepts the charge for a contribution towards the premium for these insurance coverages. For the goods insurance, the premium is determined from the total value of the exhibited goods and all materials, (whether owned, rented and/or loaned). The value of rented materials must be assessed at a minimum of three times their rental price.

#### 17.2 Option right

The EXHIBITOR has the right to refuse inclusion as an additional insured under the insurance coverages arranged by EASYFAIRS BELGIUM, as well as the corresponding contribution to the insurance premium costs, provided that the EXHIBITOR furnishes to

EASYFAIRS BELGIUM, at the latest upon the inception of the risk and, in any case, no later than two months prior to the commencement of the build-up of the Exhibition (the earlier of these dates prevailing), a certificate issued by its own insurer, confirming that it benefits from insurance coverage for the Exhibition

The EXHIBITOR agrees that in the event of late or incomplete submission, he will automatically be included in the Easyfairs insurance coverages and will owe the corresponding premium of €395, equivalent to an insured value of €100,000.

### **ARTICLE 18: LIABILITY**

### **18.1** Liability of the exhibitor

- **18.1.1** The Exhibitor is jointly and severally liable to the Organiser for ensuring compliance with all obligations by participants, visitors, subcontractors and other parties involved in the Trade Fair.
- **18.1.2** The Exhibitor indemnifies the Organiser, as well as the owner and operator of the Venue, including their directors and appointed representatives, against all claims, including principal amounts, interest and costs, made by third parties in connection with the Trade Fair, including but not limited to:
- failure by the Exhibitor and visitors to comply with the safety measures referred to in Article 8.4.;
- infringements by the Exhibitor and its representatives of intellectual property rights or other rights, as outlined in Article 10.
- claims arising from the unauthorised use of personal data by the Exhibitor, as stated in Article 11.
- **18.1.3** The Exhibitor is liable to the Organiser and obliged to compensate for any damage incurred by the Organiser during or in connection with the Trade Fair, including but not limited to:
- repair costs for any damage to the VENUE, the SPACES and/or installations made available by the Organiser;
- damage to any other property belonging to the Organiser, regardless of whether it was caused by unknown parties or results from force majeure;
- 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;
- damage resulting from the loss of intellectual property rights, including the full legal costs associated with claims or defences regarding non-compliance with or (alleged) infringement of third-party intellectual property rights, as referred to in Article 10;

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 All direct and indirect damage (including loss of profits, legal fees for lawyers and bailiffs, reputational damage, etc.) resulting from expulsion, as referenced in Article 19.

# **18.2** Exclusion and limitation of the Organiser's liability

- 18.2.1 The Exhibitor, in its own name and on behalf of participants, visitors, authorised persons, third-party owners of exhibited goods, subcontractors and other parties involved in the Trade Fair, as well as their insurers, partners, governing bodies, employees and agents, waives all claims and liability actions related to the Trade Fair against the Organiser, its parent, sister and subsidiary companies, their branches, affiliates, partners, directors, agents, employees, suppliers and service providers, and all individuals performing services for the Organiser, whether paid or unpaid, under employment or as independent contractors, and fellow exhibitors concessionaires, and other participants.
- 18.2.2 The Exhibitor will indemnify the Organiser and all aforementioned parties for principal amounts, interest and costs arising from third-party liability claims related to the Trade Fair, except in cases of fraud, intent or gross negligence, and unless covered by the liability insurance of the Organiser and the parties associated with it above.
- 18.2.3 The Exhibitor undertakes to ensure that participants, visitors, subcontractors and all other parties involved in the Trade Fair accept this waiver of recourse.
- 18.2.4 The Exhibitor agrees to notify its insurers, including those covering property damage, liability and worker -related accidents, of this waiver of recourse on behalf of itself and all parties involved in the Trade Fair.
- 18.2.5 The Organiser's liability is strictly limited to the lower of the following two amounts:
- the liability insurance coverage available to the organiser;
- the value of services/goods provided or invoiced by the organiser.

The Organiser is not liable for non-material damage, including pure non-material loss and consequential non-material damage.

These liability exclusions and limitations do not apply to damage resulting from bodily injury, fraud, intent or gross negligence.

### 18.2.6 The Organiser is not liable for:

- Interference with the Exhibitor's use of the Allocated Stand caused by third parties;
- errors in texts and/or translations in the catalogue, as referenced in Article 10.4.

- 18.2.7 The Exhibitor is not entitled to any compensation from the Organiser in the case of:
- interruption, suspension or discontinuation of the Organiser's online services and products, as referenced in Article 9;
- removal of objects from the Trade Fair by the Organiser in the cases specified in Article 10.6;
- exclusion from the Trade Fair as referenced in Article. 13, with reimbursement of participation fees only in cases covered under Article 13.3;
- expulsion, as referenced in Article 19, with no right to reimbursement of the amounts paid;
- cancellation, restriction, rescheduling or relocation of the Trade Fair, as specified in Articles 20 and 21, with reimbursement of advances and invoices only in cases of cancellation for reasons other than force majeure or unforeseeable circumstances.

### **ARTICLE 19: EXPULSION**

- 19.1 The Organiser reserves the right to expel any Exhibitor from the Trade Fair, 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, 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.

# ARTICLE 20: FORCE MAJEURE AND UNFORESEEABLE CIRCUMSTANCES

20.1 Force majeure shall be understood to mean: any unforeseeable and unavoidable event beyond the control constituting an insurmountable obstacle that prevents the parties from fulfilling their obligations such as, but not limited to, fire, natural disasters, interruption in the supply of (sufficient) electricity or natural gas, network failure, strikes, acts of terrorism or terrorist threats, epidemics or pandemics, government measures or court orders, safety and/or health measures (including in the case of a pandemic), or decisions by the owner or operator of the Venue that make the use of the location and/or the organisation of the Trade Fair wholly or partially, temporarily permanently impossible.

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In the event of a temporary and/or partial impossibility, the Organiser has the option to (i) cancel the Trade Fair (ii) limit the Trade Fair in terms of time and location, or (iii) reschedule the Trade Fair to another date and/or location.

**20.2** Unforeseen circumstances shall be understood to mean:

Any unforeseeable and unavoidable situation that makes the use of the venue and/or the organisation of the Trade Fair significantly more burdensome and costly, to the extent that its profitability is jeopardised.

In the event of such circumstances, the Organiser has the option to (i) cancel the Trade Fair (ii) adjust the pricing and/or the services provided accordingly or (iii) reschedule the Trade Fair to another date and/or location.

# ARTICLE 21: CHANGE OF LOCATION OR DATE OR RESTRICTION OF THE TRADE FAIR

- 21.1 If the Organiser changes the location and/or date of the Trade Fair or limits its scope for reasons stated in Article 20, the exhibitor shall not be entitled to a refund. 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 <u>rescheduled</u>, 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.

### **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.

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