

General Terms and Conditions of Easyfairs Nederland B.V.

Version November 2025

Article 1: Definitions

Organiser: Easyfairs Nederland B.V., a private company with limited liability, having its registered office in Hardenberg, with its principal place of business in (7772 TV) Hardenberg at Energieweg 2, registered in the trade register under number 34300891.

General Terms and Conditions: The present terms and conditions, which form part of the Agreement and apply to all Events organised by Organiser.

Event: the fair, exhibition, conference or other event organised by Organiser. This includes both physical and online events.

Offer: the offer by Organiser to conclude an Agreement.

Agreement: the agreement concluded by acceptance of the Offer between Organiser and Exhibitor for participation in an Event.

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

Stand Space: the space at the event site made available to Exhibitor.

Fee: the fee payable by Exhibitor to Organiser for participation in an Event, including the cost of Insurance and any additional purchases.

Insurance: the insurance policies that Exhibitor is obliged to take out in connection with the Event as stipulated in these General Terms and Conditions.

Article 2: Applicability of the General Terms and Conditions

1. These General Terms and Conditions apply to all Offers and all Agreements of Organiser.

Exhibitor agrees to the applicability of these General Terms and Conditions by its confirmation of participation in the Event.

2. The General Terms and Conditions are available on Organiser's website and will be sent by email upon request by Exhibitor.

3. Any general terms and conditions of Exhibitor or other provisions varying from these General Terms and Conditions shall not form part of the Agreement, except and to the extent that Organiser has expressly agreed to them in writing. In case of conflict between those of Organiser and Exhibitor, these General Terms and Conditions shall prevail, unless otherwise agreed in writing.

4. Should any provision of these General Terms and Conditions be invalid or non-binding in any way, this shall not affect the validity of the remaining provisions of these General Terms and Conditions.

5. Organiser has the right to amend these General Terms and Conditions at any time. Any changes will take effect eight (8) days after they have been published by Organiser on its website. Exhibitor has the right to object to these changes within this period.

6. In all cases not provided for in these General Terms and Conditions, Organiser shall decide through its management team.

Article 3: Offers

1. All of Organiser's Offers are without obligation. If an Offer is accepted by Exhibitor, Organiser has the right to revoke the Offer within two (2) working days of receiving the acceptance. The validity of the Offer is limited to a period of thirty (30) days from the date of issue, unless otherwise stated.

2. Registration for participation in an Event by Exhibitor may be made either in writing or orally. Acceptance of participation by Organiser will be confirmed to Exhibitor by email, thereby establishing the Agreement.

3. Organiser reserves the right to reject an application for participation if the interests of (an) other participant(s) and/or of Organiser and/or of the Event as such so require, at the sole discretion of Organiser. Organiser will never be liable for damages incurred by Exhibitor or third parties as a result of Organiser's decision to reject an application for participation.

Article 4: Rates, invoicing and payment conditions

1. Exhibitor expressly agrees to digital invoicing.

2. The amount of the Fee payable by Exhibitor for its participation in the Event is specified in the Agreement and will be invoiced to Exhibitor by Organiser.

3. Organiser will invoice Exhibitor as follows:

For annual Events:

- an advance payment of fifty percent (50%) of the Fee within eight (8) days of acceptance of the application;
- the remainder of the Fee at least one hundred and twenty (120) days before the opening date of the Event.

For non-annual Events:

- an advance payment of twenty percent (20%) of the Fee within eight (8) days of acceptance of the application;
- a second advance payment of thirty percent (30%) of the Fee no later than thirteen (13) months before the opening date of the Event;
- the remainder of the Fee at least one hundred and twenty (120) days before the opening date of the Event;

4. The payment period for invoices is thirty (30) days, unless otherwise stipulated. Exhibitor is not entitled to discount, set-off or suspension of payments unless otherwise agreed in writing with Organiser.

5. If an application for participation is made less than thirty (30) days before the start of an Event, the Fee must be paid immediately, but no later than before the start of construction activities of the Event. If payment is not made on time, Organiser reserves the right to refuse access to the construction activities of the Event and the Event itself, without any obligation to compensate Exhibitor and without prejudice to Exhibitor's payment obligation. Exhibitor shall in that case owe Organiser a fee for administration costs of €150.

6. Additional purchases must be paid within thirty (30) days of their confirmation by Organiser, but in any case before the opening date of the Event. Unless Organiser determines otherwise, the construction of the stand and/or its use cannot commence until the Fee and other costs due up to that time have been received by Organiser. Additional purchases at the time of the Event must be paid immediately.

7. If any amount due to Organiser is not paid on time, statutory commercial interest will be charged from the time the claim became due. All costs related to taking (extra)judicial collection and/or enforcement measures shall be borne by Exhibitor. The extrajudicial collection costs shall, if Exhibitor is a natural person not acting in the exercise of a profession or business, be determined in accordance with the 'BIK' (extrajudicial collection costs) graduated scale. In all other cases, these costs are fifteen percent (15%) of the amount owed by Exhibitor plus accrued interest.

8. If Exhibitor has not fulfilled its payment obligations in time, Organiser is authorised to suspend the fulfilment of its obligations until payment has been made or proper security has been provided for this. If Organiser has valid reasons to doubt the creditworthiness of Exhibitor, it may require Exhibitor to provide security for payment of the Fee even before there is a default in payment.

9. If Exhibitor does not comply with its payment obligation or does not provide the requested security, Organiser is entitled to rent out the Stand Space, without obligation to pay damages, to third parties and/or allocate other stand space to Exhibitor.

10. Payments made by Exhibitor shall always be applied first to interest and costs due and then to the longest outstanding payable invoices. Participation in the Event is not guaranteed until all due invoices, interest and costs have been paid.

11. If Exhibitor requests Organiser to register any invoice in Exhibitor's systems, Organiser shall be entitled to charge Exhibitor an administrative fee of €150 per invoice for this purpose.

Article 5: Conditions of participation

1. Organiser will divide the available stand space among the participants at the Event and provide a floor plan to Exhibitor. Changes to the floor plan may be made at any time for organisational reasons, without any compensation for potential damages. Stand space is rented exclusively for the entire duration of an Event. The floor plan is provided to Exhibitor for informational purposes only and Organiser cannot be held liable for any differences between the dimensions in the floor plan (which are indicative only) and the actual dimensions of the allocated Stand Space. If Exhibitor believes that the floor plan contains measurement errors with regard to the allocated Stand Space, these errors should be reported to Organiser in writing and no later than on the first day of the construction period. Organiser will subsequently delegate a person to determine any measurement errors. Organiser cannot and will not act on complaints submitted after the stand has been constructed.

2. Only those products or services may be exhibited or conducted which are specified in the Agreement or which Organiser determines are permitted. Organiser may have unauthorised products or offers for services removed at Exhibitor's expense.

3. Unless written permission has been received from Organiser, Exhibitor is not allowed to offer drinks and food for on-site consumption and/or sale, advertising and/or customer acquisition, whether in the form of samples or otherwise.

4. Exhibitor is not permitted to engage in activities that, in the opinion of Organiser, may cause damage to the Event, Organiser or other participants. Such activities include, but are not limited to, distribution of harmful products, unauthorised sound amplification or display of disturbing (video) images.

5. Unless written permission has been received from Organiser, Exhibitor is prohibited from organising lotteries, competitions or games of chance during events. Games of chance are defined as: Any occasion where participants can win a prize or award, where the winner is determined by an element of chance, as stipulated in the Dutch Games of Chance Act. If Exhibitor obtains permission, Exhibitor shall comply with all applicable laws and regulations, including permit requirements. In case of violation, Organiser reserves the right to immediately deny Exhibitor access to the Event without entitlement to refund or any form of compensation.

6. Exhibitor accepts that Organiser cannot offer exclusivity regarding the products or services to be exhibited and/or offered to the public by Exhibitor.

7. Organiser ensures proper order is maintained. Exhibitor and its employees and invitees are obliged to follow the instructions and guidelines of Organiser and/or representatives of Organiser.

8. A general ban on smoking (including electronic cigarettes) applies during each Event. Exhibitor is obliged to strictly comply with Organiser's instructions in this regard and impose them on its relations and visitors.

Article 6: Constructing stand space

1. The dimensions (depth, width and height) of the Stand Space are specified by Organiser and are binding on Exhibitor. Stand construction and furnishings—including walls—should remain within these dimensions. All materials used by Exhibitor must comply with the current fire safety regulations and are the full responsibility of Exhibitor.

2. Exhibitor shall provide Organiser with its or its representative's contact details, as well as a list of any (sub)contractors engaged in the construction and furnishing of the Stand Space.

3. The installation of raised floors, ceilings, walls or other covering requires prior written approval from Organiser. Exhibitor must ensure that the floors or ceilings accurately match the floors or ceilings of the adjacent stand. The construction of raised floors, ceilings, walls or other covering shall be the responsibility of Exhibitor. Any damage to objects of Organiser or third parties shall be fully recoverable from Exhibitor.

4. Exhibitor will be given the opportunity to set up its Stand Space during a time to be determined by Organiser before the start of the Event. Organiser determines when supply transport and construction work should be concluded at the latest. No packaging or transport material may be present in places accessible to the public during the Event.

5. All used materials must comply in all respects with the regulations of the fire brigade and other competent authorities. If combustible materials are used (such as gauze cloth, jute, etc.), they should be impregnated to be fire resistant. All floors, walls and ceilings must be finished to the satisfaction of Organiser. If soil, sand or other moisture attracting/containing items are incorporated in the stand furnishing, the floor should be adequately protected against moisture penetration. Furthermore, Exhibitor is responsible for the complete removal of used materials. If materials are not removed by Exhibitor, they will be removed by Organiser at Exhibitor's expense.

6. It is not permitted, both inside or outside, to affix or project—or have affixed or projected—material of any kind to or on Organiser's premises, in any manner whatsoever, unless Exhibitor has received written permission from Organiser. The cost of removing materials affixed without permission or other costs incurred or damage suffered as a result will be borne by Exhibitor.

7. If Exhibitor makes use of facilities and/or tools made available by Organiser (e.g., a forklift truck, pump truck, etc.), such use shall be entirely at the expense and risk of Exhibitor and Organiser shall not be liable in any way whatsoever for damage arising from such use.

8. The installation of supply and return lines of electricity, water, compressed air, rigging and wired internet will be carried out exclusively by or on behalf of Organiser. Exhibitor is obliged to observe the regulations of any supply companies regarding the use of electricity, water, compressed air, rigging and wired internet. Organiser accepts no liability with regard to the provision of electricity, water, compressed air, rigging and wired internet.

9. Connection boxes, sinks and rails for electricity supplies, as well as connection wells and taps for water connections, shall be accessible at all times. The same applies to fire hydrants, fire reels and doors. These should also be clearly visible from the walkway. Exhibitor is at all times obliged to immediately follow or carry out regulations or instructions of the emergency services, Organiser's employees or building owners.

10. After being made available by Organiser, Exhibitor shall inspect the Stand Space and immediately report any shortcomings or defects of the Stand Space to Organiser, but no later than the last day of construction. If deficiencies are not reported on time, Exhibitor shall be deemed to have approved the Stand Space for participation in the event.

Article 7: Use of Stand Space

1. During opening hours of the Event, Exhibitor is obliged to keep the Stand Space occupied with a sufficient assortment of products or services and personnel and to set it up in an adequate manner appropriate to the nature of the Event, all at the discretion of Organiser. If Exhibitor fails to comply with these conditions, Organiser is entitled to remove Exhibitor's furnishing materials. Exhibitor shall in such case be liable for all costs incurred by Organiser for refurbishment of the Stand Space.

2. Organiser's employees will have access to the Stand Space rented by Exhibitor at all times.

3. The exhibited products and/or materials of Exhibitor should be placed in such a way that the unobstructed view of the surrounding stands, aisles and the exhibition space is not hindered. This is at the sole discretion of Organiser. During opening hours, exhibits and materials may not

be covered. Organiser has the right to remove any covering present, without being held liable to Exhibitor. Exhibited products and/or (promotional) materials must remain within the rented Stand Space at all times. Products placed outside the rented stand space may be removed at Exhibitor's expense.

4. Exhibitor is expressly prohibited from subletting all or part of the Stand Space to third parties or assigning part or all of it for use by third parties, unless written permission has been obtained from Organiser.
5. Exhibitor undertakes to maintain the assigned Stand Space in perfect condition. If Organiser needs to carry out repair work, the associated costs will be charged to Exhibitor.

Article 8: Dismantling the Stand Space

1. Organiser shall inform Exhibitor in advance of the period of dismantling of the Stand Space, subject to Organiser's right to impose a stricter deadline. Exhibitor undertakes to completely dismantle and vacate the Stand Space within this dismantling period. After dismantling, Exhibitor is obliged to leave the Stand Space in the same condition in which it was made available to it by Organiser, whereby any dirt left behind—such as waste, earth, sand and manure—must be removed. Any damage and contamination found by Organiser that is not addressed by Exhibitor will be taken care of by Organiser and the associated costs will be charged in full to Exhibitor.
2. The dismantling activities, unloading transports, delivery of packaging and other auxiliary materials and packing of goods may only be commenced after the Event has closed and after Organiser has communicated that all necessary measures for dismantling have been taken.
3. If the Stand Space is not completely cleared and/or cleared in a timely manner, Organiser is entitled to:
 - a. remove the materials, goods or packaging still present at Exhibitor's expense and risk;
 - b. return the Stand Space to the state in which it was made available to Exhibitor at Exhibitor's expense;
 - c. impose a contractual penalty of 20% of the Fee excluding VAT on Exhibitor, without prejudice to Organiser's right to recover the actual damages and costs from Exhibitor.

Article 9: (Online) catalogue

1. If available, Exhibitor is entitled to have its participation mentioned in the Event's catalogue and/or on the event's website or other digital platform. The catalogue and/or website will be compiled based on the data provided by Exhibitor at the time of registration. Organiser reserves the right to modify the information provided without Exhibitor's prior consent.
2. Exhibitor guarantees that all information that it makes available to Organiser within the framework of the Event concerning its activities, for publication in the catalogue or on the website of the Event, among other things, is complete and correct and does not in any way violate applicable laws or regulations, third-party rights or is otherwise unlawful. Exhibitor shall indemnify Organiser against third party claims arising from misleading information about products, services or prices provided by Exhibitor.
3. Organiser is not liable to Exhibitor or third parties for any inaccuracies, errors or omissions in the catalogue or for the temporary or non-availability of the catalogue and/or website.

Article 10: Access to the Event

1. Organiser shall make available to Exhibitor the number of admission tickets for exhibitors specified in the Agreement. These assigned exhibitor badges are strictly personal and non-transferable and are the only proof of entry to the Event. Entry tickets transferred without Organiser's consent will be declared invalid and may be confiscated without entitlement to compensation.
2. Organiser is at all times entitled, without giving reasons, to deny anyone access to the Event and the associated premises and buildings and, in this regard, to revoke a granted admission ticket. In case of withdrawal of the ticket for violation of the conditions, no refund will be given.

Article 11: Insurance

1. Subject to the provisions of paragraph 2, Exhibitor is obliged to participate in the collective Insurance offered by Organiser at its own expense. This collective Insurance consists of:
 - (a) Third-party liability insurance;
 - (b) Product liability insurance; and
 - (c) Employer's liability insurance.
 This collective Insurance has been taken out by Organiser with insurance broker InEvexco. InEvexco is authorised and regulated by the Financial Conduct Authority (FCA) to provide relevant services, under number 579079. The FCA register is available at www.fca.org.uk. The collective Insurance has a coverage of at least € 2,000,000 (five million euros) per claim, or such other amount as may be specified by Organiser from time to time. The cost of the Insurance shall form part of the Fee, shall be invoiced by Organiser to Exhibitor and must be paid by Exhibitor on time. The standard coverages and limits offered to Exhibitor under the Collective Insurance, together with the full policy terms and conditions, are available on InEvexco's website at <https://www.inevexco.co.uk/our-services/event-and-exhibition-exhibitors-insurance>. Organiser strongly advises Exhibitor to read the policy conditions, as certain exclusions apply. A summary of the current limits and coverage is included in paragraph 6. A document 'Proof of Insurance as Exhibitor' will be provided by email after the insurance participation fee is paid in full.
2. Exhibitor is given the option to take out its own Insurance. This Insurance should be taken out for the duration of the Event and maintained for an appropriate period of time after its conclusion in order to cover all risks, losses and damages that may arise in connection with its participation in the Event and all liabilities that may arise out of or in connection with the Agreement, including:
 - (a) any losses, liabilities or damages of any kind caused by any act, omission, error or carelessness by Exhibitor and/or its representatives and/or any person under the control or instruction of Exhibitor and/or holders of participant cards and/or access passes issued by Exhibitor (including losses, liabilities or damages in connection with personal injury, death and damage to or loss of property);
 - (b) any loss, damage or theft of stands, exhibitions, articles, property, products, materials, machinery and/or goods transported to, stored, used or present during the Event.
 - (c) postponement or cancellation of the Event;
 - (d) liability.
3. The Insurance shall be taken out with a reputable insurer and shall have a coverage for damage, loss and cancellation of at least €20,000 (twenty thousand euros) and for liability of at least €2,000,000 (five million euros) per claim. Or such other amount as may be specified by Organiser from time to time. Exhibitor must provide, upon request of Organiser, a copy of the Insurance policies and payment of the relevant premiums. Organiser reserves the right to exclude Exhibitor from participating in the Event if insurance policies are not provided in time.
4. Exhibitor should make its own assessment as to whether the terms, conditions, coverage and limits (including any applicable exclusions) of the Insurance Policy are acceptable and adequate and provide Exhibitor with sufficient coverage for the potential risks associated with participation in the Event. Organiser advises Exhibitor to seek independent advice from an insurance agent. Organiser is not responsible in this regard and Exhibitor acknowledges that Organiser (and InEvexco) has no (further) duty of care towards it in this respect.
5. If Exhibitor waives the collective Insurance and believes that it has sufficient coverage through its own Insurance, Exhibitor will receive instructions by email on how to upload evidence of this to InEvexco's online portal. This proof must be uploaded at least 30 days before the opening of the event. If the evidence is deemed insufficient by InEvexco, Exhibitor will be notified and the

required steps will be explained in more detail. In the event of any disputes regarding InEvexco's assessment, Exhibitor may use InEvexco's appeal procedure.

6. This article is a summary of the standard coverage and limits offered to Exhibitor under the collective Insurance:

Coverage	Standard limits	Summary of coverage
Property of Exhibitor	€20,000	Physical loss of or damage to property for which exhibitor is responsible, including exhibition objects, stands, displays, equipment, furniture, stationery and promotional literature, brought to the venue for the purpose of the exhibition. The excess is €50 per claim.
Costs of Exhibitor	€20,000	Loss of non-refundable expenses due to cancellation, shortening, postponement or transfer to another venue or date; inability to open or keep the stand/space open due to damage to Exhibitor's property at the venue, during transport to the venue, or due to damage to the venue itself; late or non-arrival of exhibits or staff/representatives; failure to leave the venue within the agreed time; reasonable additional costs and expenses to prevent or mitigate a loss, for reasons beyond the control of Organiser.
Liability of Exhibitor	€2,000,000 per event (*)	Liability to pay compensation, legal costs and expenses resulting from accidental death or injury to a third party and/or damage to their property on the premises. The deductible is €250 from each claim for damage to third-party property.

(*) Additional coverage of €3,000,000 (three million euros) for liability may be provided through Organiser's policy in the event of a claim for liability, bringing the total coverage for liability per event to €5,000,000 (five million euros).

7. Without prejudice to the provisions of Article 19:
 - (a) Organiser accepts no liability, whether in contract, tort, negligence, statutory duty or otherwise (to the maximum extent permitted by law) arising out of the use, quality, fitness for purpose or access to or provision of the Insurance; and
 - (b) Organiser bears no responsibility to Exhibitor for, and disclaims all liability arising from, the acts or omissions of InEvexco or third parties required to provide the Insurance and related services.

Article 12: Cancellation or amendment by Exhibitor

1. Exhibitor may, within seven (7) days of the conclusion of the Agreement, cancel its participation free of charge by written notification by an authorised representative to Organiser. Following this deadline, Exhibitor shall owe Organiser a cancellation fee as stated below:
 - for cancellation six (6) months or more before the Event start date set by Organiser: 50% of the Fee;
 - for cancellation between six (6) months and three (3) months before the Event start date set by Organiser: 75% of the Fee;
 - for cancellation between three (3) months and thirty (30) days before the Event start date set by Organiser: 100% of the Fee;
 - in case of cancellation less than thirty (30) days before the Event start date set by Organiser: 100% of the Compensation plus cancellation fee of €1,000. The cancellation fee is due to cover the organisational costs incurred and Stand Space reserved.
2. In the event of cancellation, Organiser is entitled to lease the Stand Space to a third party or, at its option, to include a comment with the Stand Space in the event plan along the lines of "This stand space has been reserved for [Exhibitor name]" or a similar statement. Any loss due to vacancy may be recovered from Exhibitor.
3. Exhibitor may make a written request to Organiser after the conclusion of the Agreement to change the area or location of the Stand Space or to change the type of Stand Space (e.g., from 'All-in' to 'Space Only'). Organiser shall not be obliged to comply with the request and its refusal shall not entitle Exhibitor to any compensation.
4. If Organiser grants Exhibitor's request, and unless Organiser determines otherwise, Exhibitor will owe Organiser a cancellation fee equal to the price difference between the price specified in the Agreement and the price after change at the time of the change. If the change results in a higher price than stated in the Agreement, Exhibitor is obliged to pay the price difference to Organiser before the right to the change takes effect.
5. If Exhibitor has changed its participation to a smaller Stand Space and cancels at a later stage, Exhibitor shall owe a cancellation fee on the initial agreement in accordance with paragraph 1.

Article 13: Amendments by Organiser

1. Organiser is free at all times, including outside the case of force majeure referred to in Article 15, to change the location and/or dates of the Event or to decide that the Event will not take place or will take place in a modified form. Changes in venue or date may be motivated by operational, commercial or security reasons and are at the sole discretion of Organiser.
2. If Organiser decides that the Event will not take place, Exhibitor is only entitled to a refund of the Fee paid by it and is not entitled to any damages or reimbursement of expenses incurred.
3. Without prejudice to the provisions of Article 15 (Force Majeure), Exhibitor shall be entitled to cancel its participation free of charge if Organiser decides under this Article to change the location and/or dates of the Event and the new location is outside a radius of seventy (70) kilometres from the original location and/or the new dates of the Event are more than ninety (90) days before or after the original dates of the Event. In that case, Exhibitor may cancel its participation in writing prior to the Event, after which it shall be entitled to a refund of the fee already paid. Exhibitor shall in such case not be entitled to any damages or reimbursement of costs incurred. This right to reimbursement is limited to the Fee paid, without entitlement to any additional compensation.
4. Any amendment or cancellation of an Event by the Organiser shall not be regarded as a breach to the Organiser.
5. Without prejudice to the provisions of Article 14, the Organiser reserves the right, after conclusion of the Agreement and also after commencement of the Event, to terminate the Agreement and cancel the Exhibitor's (continued) participation in the Event, without being liable for any damages or compensation other than a full or partial credit of the Fee, if facts or circumstances arise after the conclusion of the Agreement which, in the Organiser's opinion, are of such a nature that it cannot reasonably be required to maintain the Agreement and allow the

Exhibitor's participation in the Event to continue. In such case, the Organiser shall inform the Exhibitor in writing as soon as reasonably practicable.

Article 14: Non-performance and dissolution

1. If, in the opinion of Organiser, Exhibitor fails to comply with one or more of its obligations arising from the Agreement, Exhibitor must report this to Organiser in writing and with proper justification. Such notification must be made as soon as possible after the discovery of the alleged shortcoming and in any event no later than fourteen (14) days after the end of the Event, failing which all Exhibitor's claims shall lapse.
2. If Exhibitor fails to comply with an obligation under the Agreement despite written request, Organiser may, without judicial intervention, dissolve the Agreement in whole or in part and claim damages. All costs, losses and expenses incurred as a result of Exhibitor's default may be recovered from it.
3. Organiser may further dissolve the Agreement if:
 - Exhibitor has been declared bankrupt;
 - Exhibitor has been granted (provisional) suspension of payments;
 - Organiser has good grounds to believe that Exhibitor will not be able to fulfil its obligations;
 - the ownership and/or control of Exhibitor changes.
4. Exhibitor waives the right to dissolve the Agreement on any ground whatsoever.

Article 15: Force majeure

1. A failure in the performance of the Agreement by a party that is not due to its fault and that is not for its account under the law, legal act or generally accepted practice cannot be attributed to it and constitutes force majeure. This includes failure due to a natural disaster, fire, failure of utilities or telecommunications, strike, (civil) war, terrorism or terrorist threat, epidemic, pandemic, travel restrictions, organiser's lack of staff, excessive absenteeism at organiser, shortage of raw materials, a failure on these grounds at a supplier, intent or gross negligence on the part of an auxiliary person, government measures in connection with the aforementioned circumstances and other similar circumstances.
2. In case of force majeure, Organiser is entitled to suspend or limit the fulfilment of its obligations towards Exhibitor for at least the (expected) duration of the force majeure situation. This may result in Organiser cancelling, postponing and/or moving and/or otherwise adjusting the Event. Organiser is only obliged to move the Event if, in its opinion, it is commercially feasible to do so. Exhibitor shall remain liable for the Fee in full in all such cases, unless Organiser determines otherwise. It will not be entitled to damages. The invoices previously issued and payments made thereof for the Event affected by force majeure shall then be considered to relate to the modified edition of the Event or, in case of cancellation due to force majeure, to the next edition. The due dates of invoices yet to be paid will be determined in accordance with Article 4 of these General Terms and Conditions.
3. In the event that Organiser is prohibited from hosting an event due to local or national government measures, Organiser has the right to reschedule the Event without being liable for any compensation. In such a case, 100% of the Fee will be transferred to the next edition of the Event. If Organiser moves the Event to a new date more than thirty (30) months after the original date of the Event, Exhibitor may cancel in writing and will receive a refund of the amounts already paid after deduction of costs incurred by Organiser.
4. In the event of force majeure, Organiser may choose to dissolve the Agreement in whole or in part, even after initially opting for suspension or limitation, without Exhibitor being entitled to damages. An invocation of force majeure by Organiser does not entitle Exhibitor to rescind the Agreement in whole or in part.

Article 16: Intellectual property

1. Exhibitor guarantees that its activities within the framework of the Event, including but not limited to the offering and/or making public of the products and services exhibited by it at the Event and all publicity provided by it, do not in any way violate any rights of third parties, such as, for example, intellectual property rights (including but not limited to copyrights, trademark rights, patent rights, model rights) or are otherwise unlawful towards third parties.
2. Exhibitor is not allowed to exhibit machinery, equipment and/or products to which the manufacturer or importer or other allegedly entitled party has not granted permission.
3. Exhibitor declares and guarantees that all pictures, illustrations and other graphic works and/or texts that it makes available to Organiser regarding the products or services it offers to Organiser for the catalogue and/or website of the Event or for publication by the press or third parties may be used freely and without compensation and that publication thereof does not infringe any rights of third parties, including but not limited to copyright and portrait rights. If Exhibitor uses AI in doing so, it guarantees that those works do not infringe third-party rights and are not misleading.
4. Organiser has the right during the Event and during the periods of construction and dismantling to take photographs and image and sound recordings of the Stand Space and persons of Exhibitor and to use them globally and without limitation in time within the framework of its publicity surrounding the Event and to promote its services and those of its affiliates in general. To this end, Exhibitor grants permission for the use of their portrait—also on behalf of its employees and guests at the Event.
5. If Exhibitor becomes aware that there is a possible infringement of third party rights in connection with the products or services exhibited during the Event, or if any of Exhibitor's property located at the Event is seized, it shall notify Organiser in writing without delay and provide Organiser with a copy of all related documents. Exhibitor further undertakes to notify Organiser in good time of all information concerning its activities and any (impending) disputes with third parties in this regard, which it should reasonably understand that Organiser should take note of.
6. Exhibitor shall indemnify Organiser and its affiliates, as well as the owner and operator of the event building and the directors, shareholders and all employees of Organiser and its affiliates, against all claims by third parties on account of infringement of intellectual property rights or otherwise, in connection with Exhibitor's activities in the context of the Event, including but not limited to the products and services exhibited by Exhibitor during the Event or publicity made in that context. Exhibitor shall fully indemnify Organiser and its affiliates, as well as the owner and operator of the event venue and the directors, shareholders and all employees of Organiser and its affiliates for all damages and costs incurred by them, including the full costs of legal assistance, in connection with an (alleged) infringement by Exhibitor of third party rights.
7. In the event of a complaint by a third party, Organiser shall have the right at all times, at the request of a judicial or administrative authority or on its own initiative, to remove from the Event the products, services or publicity exhibited by Exhibitor, and any object that may contain unlawful or harmful content, without Exhibitor being entitled to any compensation and without prejudice to Organiser's claims against Exhibitor.

Article 17: Personal data protection / GDPR

1. Organiser processes all personal data provided to it by Exhibitor in accordance with applicable laws and regulations on the protection of personal data, in particular the General Data Protection Regulation (GDPR) and the General Data Protection Regulation Implementation Act, and Organiser's Privacy Policy. Exhibitor shall indemnify Organiser against third party claims and sanctions by regulators as a result of Exhibitor's violations of the GDPR. At Organiser's first request, Exhibitor will sign Organiser's standard processor agreement.
2. Exhibitor declares and guarantees Organiser that it will process all personal data it processes in the context of its participation in the Event in accordance with applicable laws and regulations

on the protection of personal data, in particular the GDPR and the General Data Protection Regulation Implementation Act. Exhibitor shall indemnify Organiser and all its affiliates against any claims by third parties, including sanctions by the relevant regulator, on account of an alleged violation of applicable laws and regulations relating to the protection of personal data.

3. Organiser shall not take cognisance of the data that Exhibitor publishes or sends via the online services and products provided by Organiser (e.g., via email or direct invoicing requests), except in the following cases:
 - if it is deemed necessary to take cognisance of such data for the proper functioning of the online services and products provided by Organiser
 - if Organiser has reason to believe that such information relates to illegal or unauthorised activities, or if a third party has notified Organiser of a violation of any of its rights.
4. As part of the promotion of the Event, Exhibitor may provide Organiser with a list of its customers, prospects, contacts and/or relations, which it wishes to invite or inform of its participation in the Event. Organiser will send announcements and invitations for attending the Event to the persons or companies concerned. Exhibitor assures Organiser that the list of its customers it provides to Organiser has been prepared in compliance with European and Dutch regulations on the protection of personal data and that the individuals concerned have been informed of the possibility for partners of Exhibitor, including Organiser, to use their data for direct marketing purposes. Exhibitor shall indemnify Organiser against any claims that could be made against Organiser as a result of the use of the data communicated under this article. Exhibitor shall immediately inform Organiser of any possible opposition by customers or prospects to the processing of their data by Organiser.
5. If Exhibitor becomes aware in any way of any investigation by a supervisory authority, such as the Personal Data Authority or the Consumer and Market Authority, or any other reason that could lead to such an investigation in relation to the processing of personal data under the Agreement, Exhibitor shall immediately inform Organiser accordingly. This applies to all matters that could potentially lead to sanctions or penalties by Organiser.

Article 18: Exhibitor code of conduct

1. Exhibitors should behave in a professional and respectful manner towards visitors, fellow exhibitors and staff of Organiser. Unacceptable behaviour includes but is not limited to:
 - Aggressive sales methods or misleading of visitors;
 - Discrimination, harassment or other transgressive behaviour;
 - Disrupting the Event or fellow exhibitors in any way.
2. Organiser reserves the right to immediately remove any Exhibitor who violates this code of conduct from the Event without refund or any form of compensation.
3. Exhibitor should take note of the handbooks made available in the run-up to the Event.

Article 19: Liability

1. Organiser and its affiliated companies, its shareholders, directors and employees are, except in the event of wilful intent or gross negligence, not liable for any damage whatsoever and in the broadest sense, suffered directly or indirectly by Exhibitor, its staff, its visitors or any other third party. Damage within the meaning of this article also includes all consequential damage, including trading loss, damage due to loss of turnover, loss of profit, etc., as well as damage due to theft, destruction or any other cause. Organiser accepts no liability for damage caused by Exhibitor's use of facilities, stand space or equipment.
2. Exhibitor is responsible for all damages and costs incurred by Organiser in connection with its participation, regardless of whether these damages or costs were caused by Exhibitor itself or by third parties.
3. Exhibitor shall indemnify Organiser against any claims by third parties, including but not limited to its employees, other participants in and visitors to the Event and third parties hired by it, for damages and costs in the broadest sense caused by Exhibitor, its staff, its visitors or any other third party for whose acts or omissions Exhibitor is responsible. This indemnification also applies to claims arising from unforeseen circumstances, such as a calamity or other force majeure situations. The indemnity also applies to claims caused by products displayed during the Event.

Article 20: Applicable law

1. The legal relationship between Organiser and Exhibitor is exclusively governed by Dutch law.
2. Any disputes arising between Organiser and Exhibitor will be exclusively submitted to the competent Dutch court in the district where Organiser has its registered office, insofar as mandatory legal provisions do not prescribe otherwise and on the understanding that Organiser has the right to bring a case before the court competent according to the law.
3. If a dispute arises, Organiser and Exhibitor will first attempt to resolve the conflict through mediation before taking the matter to court.

0-0-0