

## **Regulations for Exhibitors**

### **Chapter I General provisions**

#### **Clause 1**

In these regulations the terms below have the following meanings:

*Het Portaal Uitgevers B.V. (further herein referred to as the Organisation):*

The Organisation that organises the trade fair and its authorized representatives.

*Participation agreement:*

Agreement that arises through the corresponding intention, as evidenced by the confirmation of the participation by the Organisation sending the allocation and floor plan of the trade fair.

*Binding registration form for participation:*

The document by which the exhibitor has entered into the participation agreement.

*Exhibitor:*

The person who has concluded a participation agreement with the Organisation, as well as its representative(s).

*Trade fair:*

The trade fair, exhibition or event for which the participation agreement has been concluded.

*Stand space:*

The trade fair area expressed in square meters made available to the exhibitor, the location and form of which are indicated by the organisation.

*Stand costs:*

The fee payable by the exhibitor to the Organisation in accordance with the participation agreement for the use of the stand space and for the general organisational services provided by the Organisation as described in that agreement.

#### **Clause 2**

1. After signing the binding registration form for participation and for the formation of the participation, in these regulations the term "participation agreement" shall mean "binding registration form for participation".
2. These regulations form an integral part of the participation agreement concluded by the exhibitor with the Organisation.
3. Deviations from these regulations or full or partial exemption from any prohibition or obligation included in these regulations is/are only effective if the deviation or exemption is evidenced by a document signed by the Organisation, and/or if additional regulations are declared applicable.

### **Chapter II General provisions with regard to participation**

### **Clause 3: Dates and duration**

1. As soon as the intention of the Organisation to hold a trade fair has taken shape, it will determine the time and location.
2. If in the opinion of the Organisation it is justified by special circumstances, the Organisation may change the dates determined for the trade fair, or change a date already determined, or cancel a trade fair already determined.
3. Special circumstances, as referred to in the previous paragraph, include: insufficient interest, insufficient representative offer, mutual disagreement in the relevant sector and all those circumstances that, after a weighing up of interests could, in the opinion of the Organisation, endanger the success of the trade fair.
4. If the determined dates are changed, the participation agreement remains in full force. In the event of a decision not to proceed with a trade fair, the Organisation will be entitled to withhold or receive an amount of up to 20% of the total stand costs payable to cover the preparation costs. In all cases, the exhibitor is obliged to pay fully the costs incurred at his request by or through the Organisation in connection with his participation.
5. Under no circumstances can the exhibitor assert any right to compensation howsoever, on the basis of a decision as described in paragraph 2 of this Clause.

### **Clause 4: Articles to be exhibited; relationship with third parties**

1. The exhibitor is forbidden:
  - a. to exhibit articles in the stand space that are completely different from those stated in the participation agreement;
  - b. to provide the use of the stand space in whole or in part to third parties or to use the space (or have it used) for a purpose other than that described in the participation agreement.
2. The Organisation refrains from any interference with regard to disputes about intellectual property rights between exhibitors.
3. If the Organisation so requires, the exhibitor is obliged to demonstrate that he is entitled to display certain articles. The Organisation is entitled to remove or cause to be removed at the expense and risk of the exhibitor anything that has been exhibited in contravention of the previous provisions.

### **Clause 5: Lay-out**

1. During the agreed period the exhibitor is entitled to stand space at a location to be determined by the Organisation.
2. In determining the place as meant in paragraph 1, the Organisation may organise the exhibitors in groups as much as possible according to the nature of the articles to be exhibited by them and regardless of the exhibitors' nationality.
3. Due to special circumstances, the Organisation will at its discretion and at any time before the commencement of the agreed period be entitled to change a place allocated to an exhibitor, or after

having heard the arguments of the respective exhibitor group(s) or advisory committee(s), to modify, delete or regroup groups.

#### **Clause 6: Payment**

1. The final allocation note will be sent after 2 January 2017. Payment of the stand costs and all other payments must be made within 30 days of date of the final allocation note, all this without discount or set-off, unless a different due date is indicated on the invoice.

When registering within 30 days before the first build-up day of the trade fair the amount due must be paid simultaneously with the submission of the registration, but be fully paid at the latest before the first build-up day. In all cases, the stand rental due must have been received by the Organisation at the latest before the first build-up day of the trade fair.

2. If the participant does not meet his financial obligations the Organisation will be entitled not to determine the stand space or to withdraw a determination already made or not provide any stand space, notwithstanding the right of the Organisation to full reimbursement of these amounts.

3. The Organisation is entitled to outsource the collection of the amounts payable by the participant, where all costs, both judicial and extrajudicial, are to be borne by the participant, increased by the then applicable statutory interest, calculated from the due date of the amounts payable.

4. The exhibitor is liable for all costs payable to the Organisation associated with his participation, regardless of whether these costs are incurred by the exhibitor himself or third parties acting in his name.

5. The Organisation is entitled to deduct first any amounts paid with regard to a participation from the claims payable by the exhibitor which are still outstanding from previous participations.

6. The Organisation is entitled to consider the participation agreement as terminated with immediate effect after a written or verbal demand and a notice of default, if the exhibitor has not, not fully or not within due time paid the stand costs or any other amount payable to the Organisation. In such a case the exhibitor remains obliged to fully pay the full stand costs as well as the costs incurred in connection with his participation, without being able to claim compensation for damages in any sense whatsoever with regard to the termination.

#### **Clause 7: Use of stand space**

1. The exhibitor is obliged during opening hours and during the entire duration of the trade fair to keep the stand space occupied with a sufficient range of articles and staff and not to hide the exhibited articles from the visitors' view during opening hours.

2. In the event of a full or partial violation of the provisions set out in the first paragraph, paragraph 7 of the previous Clause will apply accordingly.

#### **Clause 8**

1. Subject to the approval of the Organisation, the exhibitor is not entitled:

1. to make use of the stand space in such a way that other exhibitors or visitors that other exhibitors or visitors experience damage or nuisance in the form of noise nuisance, obstruction of entrances or

passages, obstruction of light or view or in any other form, all this at the discretion of the Organisation;

2. to place or install outside or above the stand space any goods, furniture, signs or advertising material in the broadest sense;
3. to hand out or have handed out or to offer or have offered outside the stand space within the event complex and at entrances and exits, price lists, circulars, leaflets or other advertising material;
4. to make or have made drawings, photographic, film or video recordings of objects other than the (own) stand space, which right is exclusively reserved to the Organisation to use for its own purposes;
5. to claim or request entrance fees or fees or presentations of any kind from visitors for visiting the stand space or attending demonstrations, presentations, etc. in it.

#### **Clause 9: Sales during the trade fair**

Unless this is permitted under a special regulation declared applicable in the participation agreement, the exhibitor is not allowed during the trade fair to sell any article to a visitor, regardless of his capacity, against the simultaneous delivery of the goods sold.

#### **Clause 10: Liability**

1. The Organisation is not liable for any damage whatsoever, either direct or indirect, which are suffered by the exhibitor, his staff or his visitors - trading loss and damage due to theft, destruction or any other cause whatsoever - if this damage was caused by someone other than the Organisation.
2. The Organisation is not liable for damage to property and/or for physical injuries, caused by instructions and regulations issued by the Organisation not being followed.
3. The exhibitor indemnifies the Organisation against any claim whatsoever due to damage caused by the exhibitor himself, his staff or his visitors.
4. The participant is liable for and is obliged to be insured against all damage, caused by or through negligence by himself, his staff or by his submissions, in any way whatsoever, to property and/or persons working at the Organisation or caused on the instructions of the Organisation. The participant indemnifies the Organisation against all claims that others could make in this respect.
5. In case of force majeure, the organizer has the right to cancel or postpone the event without owing any compensation. Force majeure includes, among others, strike, lockout, war, mobilization, blockade, insurrection, epidemics, weather conditions, fire, explosions, any cause that prevents delivery by our suppliers, and any circumstances that cause an essential change in the economic situation, as well as similar events that our company or its suppliers would undergo.

#### **Clause 11: Absence, bankruptcy, moratorium**

1. A registration cannot be withdrawn or changed unilaterally by the participant.

A request for cancellation must be submitted in writing. The Organisation can grant a request for cancellation of the registration on the condition that the participant concerned pays a cancellation fee. This compensation is at least:

a. 35% upon cancellation after the organisation has received the participation form and/or the exhibitor has received the booth confirmation.

b. 100% upon cancellation less than 3 months before the first construction day of the trade fair, increased by the VAT due.

2. In the event that the exhibitor is declared bankrupt or applies for a moratorium at any time after the participation agreement has been formed, the participation agreement will be dissolved by the mere occurrence of the events referred to above and the exhibitor will be obliged to pay forthwith the full amount of the agreed stand costs as well as all other costs incurred for his benefit, notwithstanding the right of the Organisation to claim costs, damages and interests.

### **Chapter III**

#### **Derogations from the regulations**

##### **Clause 12**

For circumstances to which special conditions apply as appears from the participation agreement, these conditions will form part of these regulations. Insofar as they are contradictory to or deviate from these regulations, the special provisions will prevail.

##### **Clause 13**

In the event that provisions of these regulations conflict with or deviate from the conditions stated on the "registration form", the conditions on the registration form will prevail. Changes and additions made on the participant's own authority are only recognized by the explicit written permission of the Organisation.