

EASYFAIRS NV/SA

GENERAL TERMS AND CONDITIONS

1. Definitions

The following definitions shall apply within the framework of these General Conditions:

- **organiser:** the organiser of the exhibition, easyFairs NV/SA, a "naamloze vennootschap / société anonyme" ("limited liability company") established under Belgian law, with registered office at 2600 Berchem, Roderveldlaan 3, registered in the register of legal entities under company number 0.451.740.381, Commercial Court of Antwerp;
- **acceptance:** the decision in principle of the organiser to admit the exhibitor to the exhibition organised by the organiser, following submission by the exhibitor of the application form and provided that the exhibitor complies with these General Conditions;
- **exhibitor:** the person or legal entity as further described below in article 3 that has expressed the desire to participate in the exhibition organised by the organiser by submitting an application form to the organiser and that is accepted by the organiser to take part in this exhibition as an exhibitor;
- **exhibition hall:** the premises in which or around which the exhibition is organised by the organiser;
- **General Conditions:** these general terms and conditions.

2. Scope of application of these General Conditions

These General Conditions govern all the contractual obligations between the organiser and the exhibitor concerning the submission of the application form by the applicant, the processing thereof by the organiser and, where appropriate, acceptance of the exhibitor and participation in the exhibition by the exhibitor. The exhibitor explicitly waives his own general terms and conditions, even if the latter are more recent than the present General Conditions. The exhibitor explicitly declares, by submitting to the organiser his duly completed and signed application form, that any and all contractual relationship arising between him and the organiser in connection with the exhibition shall be governed by these General Conditions.

3. Conditions of admission, application form and acceptance

Only the following persons shall be admitted to take part as exhibitors in the exhibition organised by the organiser: the companies or their representatives or retailers who have the necessary authorisations to trade in Belgium. The name of the exhibitor must appear on the name board of the stand. The exhibitor must be able to furnish proof of his commercial relationship with the company of which he exhibits the products, in his capacity as general or exclusive agent or appointed dealer, at the request of the organiser.

Registration for participation in the exhibition organised by the organiser must be made on an application form supplied to the applicant by the organiser.

The application form must be returned to the organiser by the applicant in its original form after having been duly completed and signed. The submission of the application form by the applicant entails a binding and irrevocable proposal by the applicant to take part in the exhibition under the conditions set out in these General Conditions, in his application form and in any other contractual document that may bind him with the organiser. The submission of the application form does not therefore ipso jure give entitlement to participate in the exhibition for which the registration is requested, as the applicant must first be accepted by the organiser. All application forms submitted by the different exhibitors shall be considered by the organiser and a selection shall be made. The organiser reserves the right to refuse the registration of any applicant without the need to justify this decision. For the organiser, any such refusal shall have no consequences of any kind other than the repayment of the amounts already paid by the applicant. Any such repayment shall be made only after settling the account of the applicant.

The acceptance of the applicant by the organiser renders payable the participation fee and the deposit on the amounts connected with the exhibitor's participation, even if at a later date the exhibitor cancels his participation for any reason whatsoever or if the exhibitor decides to limit the surface area that he had initially requested.

The organiser reserves the right at any time due to particular circumstances beyond his control (*force majeure* in the broadest meaning of the term) to change the dates and times of the exhibition mentioned in the application form or to cancel the exhibition, it being understood that in such cases exhibitors, whether or not stand space has already been allocated to them, may not claim any compensation for damages against the organiser, in any form or on any grounds whatsoever. Any changes of dates and times shall not entitle the exhibitors to withdraw their application whether wholly or partially.

4. Price, terms of payment and payment arrangements

The unit price for the use of the area of the stand shall be determined by the organiser, stated on the application form and notified to the exhibitors. The price of hire includes: standard stand assembly, name board with the name inscribed, a carpet and an electrical connection. Depending on the size of the stand, the following may also be included: spotlights, a table and chairs, a brochure rack, invitation cards and exhibitors' badges. Any additions and/or deviations shall be mentioned in the technical manual and/or on the application form. Upon acceptance by the organiser of the exhibitor's application, the full amount of the registration fee shall be payable by the exhibitor to the organiser and invoiced by the organiser. This registration fee shall be paid by the exhibitor to the organiser as follows:

- When the acceptance takes place less than 12 months before the exhibition: a. the exhibitor shall pay to the organiser a non-refundable deposit of 50% of the total registration fee upon acceptance by the organiser of the application, at the latest within 30 days following the invoice date; and b. the remaining 50% shall be paid by the exhibitor to the organiser at the latest ninety days before the opening date of the exhibition.

- When the acceptance takes place more than 12 months before the exhibition: a. the exhibitor shall pay to the organiser a first non-refundable deposit of 20% of the total registration fee upon acceptance by the organiser of the application, at the latest within 30 days following the invoice date; and b. the exhibitor shall pay to the organiser a second non-refundable deposit of 30% of the total registration fee at the latest twelve months before the opening date of the exhibition; and

- the remaining 50% shall be paid by the exhibitor to the organiser at the latest ninety days before the opening date of the exhibition.

Additional services or goods ordered by the exhibitor shall be invoiced separately and shall be payable by the exhibitor upon receipt of the invoice.

If one or more invoices remain unpaid after the period stipulated for this purpose, such non-payment shall entail loss of entitlement to a stand, without prejudice to the other conditions of this article. In the event that any balance outstanding is not paid in good time by the exhibitor, the organiser shall be entitled to refuse the exhibitor access to the exhibition until the total balance outstanding is paid. Any such refusal shall not affect the organiser's right to demand any and all amounts that are payable by the exhibitor and in addition gives the organiser the right to allocate the stand of the exhibitor in question to another exhibitor. The invoices of the organiser are payable in cash, net and without discount or deduction. The payments must be made in Euros and by a transfer to the bank account number appearing on the invoices. Any dispute by the exhibitor concerning an invoice must be made within eight days following the invoice date. Any such dispute shall not under any circumstances give the exhibitor the right to suspend any payment obligation or any other obligation vis-à-vis the organiser. In the event of non-payment of an invoice by the due date, *ipso jure* and without prior notice moratory interest of 12% a year shall be payable as well as all other amounts due (even those for which the due date has not yet arrived).

The opening dates and times of the exhibition shall be decided by the organiser and notified to the exhibitors. In the event that the exhibition is interrupted or prematurely ended due to circumstances beyond the organiser's control, this shall not entitle the exhibitors to even partial repayment of the amounts payable by the exhibitors or to any compensation for damages of any kind, on any grounds or of any amount.

5. Allocation of the stand

The exhibitor's stand shall be allocated by the organiser. The organiser may take into account the preference expressed by the exhibitor in his application form, it being understood, however, that this preference does not give any right to a specific stand. The organiser decides the place and dimensions of the stand that is allocated to each exhibitor.

The organiser reserves the right to amend the floor plan of the exhibition and consequently to change the position of the stands if he deems this to be useful or necessary, it being understood that the exhibitor may not claim any compensation for damages, in any form or on any grounds whatsoever. The floor plan of the exhibition is given by the organiser to the exhibitor for information only, and the organiser may not under any circumstances be held liable for the same.

6. Cancellation

An application cannot be withdrawn or amended unilaterally by the exhibitor. Cancellations by exhibitors must be communicated only by registered letter sent for the attention of the organiser. A request made by an exhibitor to reduce the

stand space allocated to him shall be considered and treated as a cancellation.

The exhibitor who cancels his participation thirty days or more before the opening date of the exhibition shall pay the organiser compensation for the unilateral termination equaling the total registration fee.

In the event of cancellation less than thirty days before the opening date of the exhibition, the exhibitor shall pay to the organiser the full registration fee and all other invoices, increased by EUR 1,000 as compensation for the very late unilateral termination and this because of the additional damage arising for the organiser from the particularly late nature of the cancellation.

This compensation for unilateral termination is irrevocable and totally independent of the reason for cancellation by the exhibitor. The exhibitor expressly agrees that in the event that he does not actually occupy the stand, the organiser shall be entitled to allocate the stand of the exhibitor in question to another exhibitor or to place on the stand allocated to the exhibitor in question the following announcement: "This stand was reserved for [exhibitor's name] under the terms of the application dated [date]".

7. Periods for assembly, dismantling and opening

The technical manual is sent to exhibitors approximately two months before the start of the exhibition. All the rules for the assembly and dismantling of the stand are described therein, as well as the possibilities for ordering extra services.

The exhibitor hall will be available to assemble and arrange the stands and to bring in goods during the period stipulated in the technical manual. Outside this period, no work may be carried out on the stands and no goods may be brought in. The exhibitors must therefore respect the times set by the organiser for the assembly, dismantling and opening of the exhibition. If 24 hours before the time when the exhibition is opened to the public an exhibitor has not disposed of the stand allocated to him or it becomes clear at an earlier point in time that the exhibitor will not dispose of the space allocated to him and/or he has not fulfilled his payment obligations on time, this space may be disposed of by the organiser without a formal demand or notice, it being understood that the organiser shall not be under any obligation to refund any payments already received and that this shall not affect the obligation of the exhibitor to pay any amounts outstanding.

The organiser reserves the right to impose on the exhibitors or their assimilated representatives or agents who do not comply with the instructions concerning the availability of the exhibition spaces a fine of EUR 620 per hour or part of hour from the official closing time of the exhibition as compensation for services such as security, technical assistance, etc. that must be maintained. All constructions, goods, exhibition materials, etc. which are not removed or taken away at the latest at the time and on the day of dismantling mentioned in the technical manual shall be removed by the organiser at the expense and risk of the exhibitors. Any goods, materials and products removed by the organiser in this way may no longer be claimed by the exhibitor, who by leaving the exhibition hall at the time stipulated in the technical manual indicates his agreement to the definitive waiver of such goods and/or materials and/or products.

8. Layout of the stand and safety

The organiser reserves the right to remove or change the installations that may hinder or inconvenience the general setup of the exhibition, nearby exhibitors or the public.

Any decoration, noise and/or advertising that may be detrimental to the interests of third parties, cause prejudice to third parties or undermine the general appearance of the exhibition shall be forbidden and may be removed at any time by the organiser by unilateral decision at the expense and risk of the exhibitor, it being understood that the latter shall not have any recourse against the decision of the organiser.

The exhibitor, without any obligation to pay any compensation for damages, shall be entitled to have immediately removed from the exhibition:

- any goods and services which in his view are or could be in violation of the law, good morals, public order or the orderly conduct of the exhibition; and/or
- any goods and services which breach any clause of these General Conditions. The exhibitor undertakes not to bring in any materials and/or constructions which are explosive or flammable or which are likely to inconvenience the visitors. Exhibitors are most strictly forbidden to use or store in the areas of the exhibition hall any gas bottles or flammable materials that have not been made fire-resistant. The exhibitor shall take all the necessary measures in the stand to avoid the risk of fire and shall accordingly comply with any and all guidelines and instructions given by the organiser that he recognises as binding.

The products and devices exhibited shall be equipped and placed in accordance with the safety regulations and the federal, regional and municipal regulations in force at the time of the exhibition where the exhibition takes place. In case of demonstrations, the exhibitor must take all precautionary measures to ensure the safety of the staff and visitors and to keep the exhibition hall in good condition. The exhibitors are solely responsible for any accident that may occur as a result of demonstrations or as a result of the materials that they exhibit or use, it being understood that the organiser may not incur any liability for the same.

9. Transfer - subleasing

The exhibitor is most strictly forbidden to share, assign or transfer in any form whatsoever the rights arising from these General Conditions and any agreement between the organiser and the exhibitor. Consequently, the exhibitor is also most strictly forbidden to share, lease or sublease his stand or any part thereof.

10. Intellectual property

The exhibitor guarantees that his activities within the framework of the exhibition, including but not limited to the goods and services exhibited and/or promoted by him at the exhibition and all advertising made by him shall under no circumstances be in breach of any rights of third parties, such as intellectual property rights (including but not limited to copyrights, trademarks, patent rights and model rights) and shall not be otherwise illegal.

Furthermore, the exhibitor guarantees that any and all information that he conveys to the organiser on his activities within the framework of the exhibition, for example for publication in the exhibition guide or on the website of the exhibition, is complete and correct, is not in any way in breach of rights of third parties and is not otherwise illegal.

The exhibitor guarantees in particular that the photographs that he hands over to the organiser to be featured in the exhibition guide or which are conveyed to the press are free of all rights, so that the organiser can use, reprint, convey or utilise them in any way whatsoever. If this is not the case, the exhibitor undertakes to bear and therefore to pay all the fees which may be payable on the photographs handed over to the organiser and to compensate the organiser for all costs, damages, claims or losses that the organiser may incur as a result of the fact that the photographs handed over to the organiser are not free of all rights.

The organiser reserves the right to take photographs during the exhibition, during the periods of assembly and dismantling, and the right to use, reproduce, duplicate, communicate, transfer or utilise the photographs in any other way whatsoever. Except in the case of a request for attachment or seizure by the exhibitor to the organiser by registered letter at least one month before the date of the official opening of the exhibition, the exhibitor declares and recognises that he waives free of charge and definitively to the exhibitor any rights that he may have to the photographs.

If the exhibitor has learned of any possible breach of the rights of third parties by goods and services exhibited and/or promoted by him at the exhibition, he shall inform the organiser without delay and submit a copy of the written demand of the third party (if any).

The exhibitor undertakes to convey in good time to the organiser any and all information on his activities and any possible (impending) disputes with third parties concerning the same of which he should reasonably understand that the organiser should be informed. In the case of attachment or seizure, the exhibitor shall be under an obligation to inform the organiser without delay.

The exhibitor shall keep the organiser as well as the owner and the operator of the exhibition premises and their directors and all other persons who work for them harmless from all claims of third parties on the grounds of breach of intellectual property or other rights in connection with the activities of the exhibitor (and the third parties who work for him) within the framework of the exhibition, including but not limited to the goods and services exhibited and/or promoted at the exhibition. The exhibitor undertakes to compensate the organiser in full for all damages and costs incurred by him, including the full costs of legal assistance connected with any (alleged) breach by the exhibitor of rights of third parties.

11. Compliance with the laws and regulations

The exhibitors shall scrupulously observe, on their stand or within the framework of the exhibition in which they are participating, all laws and regulations, including their legal obligations in respect of their profession as producers and/or traders. In the event of any infringements of the terms of the present article, and if the organiser deems this to be useful, the organiser may have the stand closed or take all measures which he shall deem fit, without prior notice and it being understood that this shall not under any circumstances entitle the exhibitor to make any claim for compensation for damages.

12. Insurance

The exhibitor is responsible for and is obliged to be insured against all damages of any kind that may be caused by any action or negligence by himself, his staff, persons who work for him in any way whatsoever or are under his instructions and

holders of participant cards and/or passes issued by him, and he is under an obligation to keep the organiser harmless from all recourse that others may have against the organiser in connection with any of the above.

The exhibitor is also required to take appropriate "all risks" insurance for its belongings, products, machines and goods which need to be covered for loss, theft, damage and any kind of possible deterioration.

The exhibitor waives any and all claims that he could make against the organiser, the owners, the managers and occupants of the exhibition hall or the exhibition complex, the participants at the exhibition, the executives, administrators, directors, persons in charge, employees and staff of these entities or organisations. Non-payment of any insurance premium and any related costs shall authorise the organiser to refuse the exhibitor access to the exhibition or even to assemble his stand.

13. Waiver of claims

The exhibitor, both in his own name and in the name of his representatives and the persons admitted by him, explicitly waives any and all claims that they may be entitled to make in respect of the owners of the exhibition hall or the exhibition complex and/or the organiser pursuant to any and all legal and extra-legal provisions or in respect of any damages whatsoever incurred by them or third parties, whether directly or indirectly. The exhibitor undertakes, on behalf of himself and on behalf of his representatives and the persons admitted by him, to inform their insurers for damages, liability and industrial accidents of this waiver of claims.

14. Exclusion of liability

The organiser may not be held liable for any acts by third parties that may prejudice the exhibitors in the use of their stand. Furthermore, the organiser may not be held liable for any damage, fire, theft, etc. affecting the stand and/or any exhibition materials and/or any goods which are in the exhibition hall. Exhibitors hereby waive all claims against the organiser in this respect. This exclusion of liability on the part of the organiser also applies to any and all damage that may occur to the stand or to any of its parts, to goods exhibited or to be exhibited there or to other goods placed on the stand or goods to be placed there, insofar as they may be damaged as a result of any manipulation thereof, even if they are manipulated by the organiser, one of his employees or any third party for whom the organiser may bear any responsibility, either contractual or non-contractual, all this in the broadest meaning of the term.

Any goods, including the packaging, which are placed in the exhibition hall or in associated areas, shall be for the account and risk of the exhibitor. The organiser accepts no responsibility for insuring the goods.

The organiser, his directors, representatives and staff shall not be liable for damages of any kind that occur as a result of damage to or loss of goods or for any damages resulting from the malfunction or inadequate functioning of the technical installations of the exhibition hall or from any other defects of this exhibition hall or the associated areas, or for damages arising from any origin whatsoever occurring to goods or persons. The organiser shall under no circumstances be liable for indirect damages, including commercial damages, consequential loss, loss of earnings or any other damages.

If it is not possible for the organiser to exercise, partially or fully, the aforementioned liability limitations, the organiser shall only be liable with regard to these damages up to the amount invoiced by the organiser to the exhibitor for participation in the exhibition.

15. Force majeure

In case of *force majeure*, the organiser shall be entitled to suspend the performance of the contracts with the exhibitors for the duration of the *force majeure* or to terminate the contracts completely or partially at any time with immediate effect, it being understood that he shall not be under any obligation to compensate the exhibitors.

If the exhibition is cancelled, delayed or shortened by an unforeseen event or by *force majeure*, the organiser shall under no circumstances be held liable and the amounts paid by the exhibitors shall in any case be retained by the organiser, whereby the latter shall not be required to provide any repayment or compensation. In this regard, the exhibition shall be held exclusively at the risk of the exhibitors, who may not claim any general compensation for damages or repayment. However, in this case, if the organiser deems this to be useful or appropriate, he may, on the basis of good will but without any obligation and without departing from the above principles, reimburse the amounts paid or the amount remaining in his possession after deducting all the costs that have already been paid or are yet to be paid for the cancelled, delayed or interrupted exhibition. The organiser is solely authorised to determine these costs.

The following shall among other things be considered as cases of *force majeure*: fire, war, natural disasters, government action (*fait du prince*), strikes and any other case of *force majeure* (including decisions concerning the exhibition taken by the owner or the manager of the exhibition hall) and any case that renders the occupation of the stand or the organisation of the exhibition significantly more difficult and/or impossible.

16. Change of location or date of exhibition or cancellation

(i) In the event that by reason of event outside the organiser's reasonable control (including, without limitation, any action of the owner of the exhibition hall, any strike or other industrial action involving the organiser's workforce), the exhibition or any part thereof is prevented from being held in a particular location or on a particular date, the organiser shall be entitled in its absolute discretion to cancel, relocate or change the date of all or any part of the exhibition or reduce the planned period of preparation, display or dismantling of the exhibition and in such event any refund of payments to the exhibitor shall be at the absolute discretion of the organiser. Such refund, if given, shall be such proportion of the balance of the aggregate exhibit fees received by the organiser in relation to the exhibition as the organiser thinks fit after deducting expenses incurred by and reasonable compensation for the organiser, but in no case shall the amount of any refund to the exhibitor exceed the amount paid by the exhibitor. The exhibitor hereby acknowledges that in these circumstances, he shall have no right to any refunds, damages or expenses.

(ii) Any change decided by the organiser of the location of the exhibition within a range of 50 km of the location initially foreseen shall not give the exhibitor any right of cancellation of his participation. In the event of change by the organiser of the location of the exhibition within a range of more than 50 km, the exhibitor shall be entitled to cancel his participation within 15 calendar days following the date of notification by the organiser of the change. After this 15 calendar day term, the exhibitor will be deemed to have accepted the change of location of the exhibition. Any change decided by the organiser of the date of the exhibition within a 30 day period before or after the date initially foreseen shall not give the exhibitor any right of cancellation of his participation. In the event of change by the organiser of the date of the exhibition within a period which is longer than a 30 day period before or after the date initially foreseen, the exhibitor shall be entitled to cancel his participation within 15 calendar days following the date of notification by the organiser of the change. After this 15 calendar day term, the exhibitor will be deemed to have accepted the change of location of the exhibition.

(iii) In the event that the organiser decides not to organise the exhibition for any reason whatsoever (including commercial reasons), but which is not a case of *force majeure* as defined hereabove, only the repayment of the deposits and invoices already paid shall be payable to the exhibitors, it being understood that the exhibitors may not claim any compensation (whether for damages or otherwise) against the organiser.

17. Eviction

The organiser reserves the right to evict the exhibitor with immediate effect and to terminate any contract with the exhibitor if the exhibitor fails to comply with these General Conditions or any other contractual condition that binds him with the organiser. In the event that the exhibitor refuses to leave the exhibition voluntarily, the organiser may evict the exhibitor at the exclusive cost of the exhibitor. The eviction shall not under any circumstances affect the payability of the totality of the amounts payable by the exhibitor to the organiser.

The organiser also reserves the right to claim compensation from the evicted exhibitor for any and all damages incurred by the organiser as a result of the events that led to the eviction.

18. Miscellaneous

The exhibitors shall comply strictly with the stipulations of these General Conditions and any supplementary provisions. Only the Dutch text of these General Conditions is binding on the parties. Versions in any other languages are translations only and as such shall not be binding on the parties, whereby in the event of any difference between the versions in different languages and in the event of dispute, only the Dutch text may be invoked.

In the event of any dispute concerning the validity, content and/or interpretation of these General Conditions or of the conditions of the application form, Belgian law shall apply exclusively. Any and all disputes concerning the validity, content and/or interpretation of these General Conditions shall be referred only to the courts of Antwerp.