

## **Terms and Conditions – Organisatie Groep Zuid (O.G.Z.) B.V.**

These general terms and conditions apply when participating in, through and/or in cooperation with Organisatie Groep Zuid (O.G.Z.) B.V, in organised exhibitions, conferences, demonstrations, exhibitions and/or other events, and they form part of any agreement, any offer and any acceptance of the offer, as well as of the resulting service performance.

### **Article 1: Definitions**

The terms used in these terms and conditions have the following meaning, unless otherwise agreed in writing.

1. Organisatie Groep Zuid (O.G.Z.) B.V.: the private limited liability company, Organisatie Groep Zuid (O.G.Z.) hereinafter referred to as: "OGZ", with a principal place of business in Geldrop, Nuenenseweg 167, 5667 KP, and registered at the Chamber of Commerce in Eindhoven under number 17171744, as the (co-)organiser, both directly and indirectly of an exhibition, conference and/or event, as well as any (legal) person in collaboration with whom an exhibition, conference and/or event, hereinafter referred to as "the event" is organised, and their competent representatives.
2. General conditions: these general terms and conditions, which form an integral part of and which are applicable to all concluded agreements, as well as to the resulting service performance, as to the purchase of additional services and/or products between OGZ and the participant with regard to stand space(s), stand design and stand construction, and any resulting products and (facilities) services and/or additional services purchased from OGZ. Derogation from these General Conditions is only possible if expressly confirmed in writing by OGZ. The applicability of any general conditions used by the participant is expressly excluded.
3. Participant: the natural or legal person who has registered by means of a registration form, and/or who has signed a participation agreement with OGZ.
4. Event property: the city/location where the event as a whole takes place, as made available by OGZ.
5. Offer: a custom offer as made in writing by OGZ for a specific stand space. OGZ is entitled, insofar as no participation agreement has been concluded with the participant, to withdraw the offer at any time without giving any reason.
6. Registration form: the document, both online and offline, which the participant uses to indicate that they want to participate in the event and declare they have read and agreed to the applicability of these terms and conditions. OGZ reserves the right to reject a registration made through a registration form on the basis of lack of space, special reasons, or possibly without giving any reason.
7. Registrant: every natural or legal person who, by means of a registration form is registered as a participant in the event, regardless of whether this application is or will be accepted by OGZ.
8. Confirmation of participation: in response to a registration form sent by the participant, or to confirm receipt by OGZ of an offer signed by the participant, OGZ will send written confirmation of participation to the participant.
9. Participation agreement: the agreement between OGZ and the participant resulting from the signature of the participant or the sending of a confirmation of participation by OGZ in response to a completed registration form sent by the participant to OGZ.
10. Participation cost: the total cost payable by the participant to OGZ for participation in the event, including the costs arising from the stand space, and if applicable the stand construction and/or stand fittings, and all other associated costs or any other costs arising from purchases from OGZ.
11. Event: a trade fair, conference, event, exhibition and/or other event in relation to which a participation agreement has been concluded.
12. Stand space: the surface area expressed in square metres that the participant uses to participate in the event, the event property made available to the participant whereby the location, size and type are determined by OGZ.
13. Standard stand construction: the stand construction ordered by the registrant/participant and supplied by OGZ.
14. Customised stand construction: the stand construction is organised/completed by the registrant/participant themselves.
15. Stand rent: the rent payable by the participant for a number of square metres in surface area of stand space as determined by OGZ. The rental price of the stand shall be determined per square metre of surface area.
16. Stand fittings: all facilities, services and amenities that have been ordered by the participant or self-made, regardless of whether these are actually used.

### **Article 2: Registration**

1. To be able to participate in the event, registration must take place. The registration must be made by means of a dedicated registration form (online/offline) or through a participation agreement supplied by OGZ.
2. The registrant guarantees to OGZ the accuracy of the information provided and the authority of the (authorised) participant to sign the registration form.

Any incorrect data or unauthorized signing by means of a specific agreement between the parties or by acceptance are at the expense and risk of the registrant/participant and do not relieve him from any payment obligations towards OGZ.

3. The data provided by the participant will be held by OGZ for administration purposes. By registering, the registrant gives OGZ permission to use and store the data provided.
4. The participation agreement only comes into force when OGZ accepts the registration, after which the registrant becomes a participant in the event. Confirmation of this acceptance will be made either by letter or by e-mail to the participant and will be sent to the (e-mail) address specified by them on the registration form.
5. If the registration cannot be immediately accepted because of lack of space, it is possible to be placed on a waiting list. A decision will be made about the registration before the start of the event.
6. At all times, OGZ is entitled to refuse registration, where appropriate, without giving a reason, and in any case on the basis of oversubscription, special reasons such as fear of disrupting order, bankruptcy or suspension of payments of the registrant.
7. In the event of a registration being rejected by OGZ, any (advance) payments shall be refunded.
8. If a period of time is stipulated by OGZ for submission of the registration form or the participation agreement, then the date upon which the document is received by OGZ will be decisive.
9. The participant cannot invoke any claim that his registration was granted verbally.
10. The participant is not entitled to transfer the registration or participation to a third party. Only the participant shall be entitled to take part in the event after completion of registration/participation agreement.
11. If after registration for the event the participant is acquired by a third party, whether by merger, stock transaction, assets/liabilities transaction or any other form of acquisition, the agreement with OGZ shall continue in full force and effect unless OGZ does not expressly consent to it.
12. The participant states acceptance of all consequences of the registration resulting from the signing of the registration form or from the signature of the participation agreement. Insofar as the signature is knowingly or unknowingly signed by a person without signing authority, then it is deemed that they are competent to sign in their personal capacity, and under that authority, is responsible for the full payment obligations towards OGZ resulting from the registration/participation agreement.

### **Article 3: Participation agreement**

1. The participation agreement entails that OGZ will make available a specific stand space for the participant during the agreed period for the event, providing that prior to the event the full payment obligations have been met concerning all invoices relating to the event.
2. These terms and conditions are an integral part of the participation agreement.
3. If the participation agreement is concluded with regard to several stand spaces, the particular terms and conditions of these regulations apply to each individual stand space, as well as the entirety of the various stand spaces.
4. Should the participant make any changes, additions or other amendments on the registration form or participation agreement itself, or any other agreements deviating from these regulations or additional agreements, these are deemed to be invalid. OGZ can confirm by means of written confirmation if any changes/additions form part of the participation agreement.
5. The participant is fully responsible and liable for the performance of all obligations which are the result of concluding the participation agreement.
6. In the event that a participation agreement is concluded by OGZ with 2 or more contracting participants then these parties will be jointly and severally liable for the payment obligations towards OGZ.
7. Should it be found that a person who has registered as a participant does not have signing authority, and then, on this basis, the invalidity of the participation agreement is claimed, then this person is deemed liable and accountable in their personal capacity for all payment obligations arising from the participation agreement with OGZ.
8. At least one of the employees of the participant will be present at the stand during the event, and shall be deemed to have the authority on behalf of the participant to take part in business, services, orders and/or other decisions during the event. The participant is responsible for the authority of this employee of his organization, even if no agreement has been reached. The participant cannot at a later stage, with regard to OGZ, rely on the grounds that the employee/signatory did not have decision-making power and/or the relevant authority to sign. Carrying out business, services, orders and/or making decisions is at all times at the risk and responsibility of the participant.

### **Article 4: Dates, times and event property**

1. OGZ will determine the dates on which the event is to be held, and where the event is to be held, as well as the times for stand construction, the exhibition times, and conclusion and dismantling of the event.
2. OGZ can change the fixed dates, times and/or property for the event, and in very exceptional circumstances, can decide to change the concept of the event or decide the event shall not go ahead. With such a modification of the concept, the participation agreement remains in full force and effect.

3. Modifications, as defined in paragraph 2 of article 4, do not give rise to the right of the registrant/participant to cancel in whole or in part; Article 7 hereby remains fully applicable.
4. If OGZ under very exceptional circumstances decide the event cannot take place, then the registration, the participation agreement and the related allocation of the stand space will be considered void. Hereby, any payments made by the participant to OGZ will be refunded to the participant.
5. Beyond paragraph 4 of this article 4, the participant cannot make a claim against OGZ for compensation of incurred costs or damage incurred in connection with a decision as defined in paragraph 2 of this article.

#### **Article 5: Layout**

1. During the agreed event period, the participant is entitled to stand space as set out in the participation agreement concluded with OGZ.
2. OGZ is entitled at any time before the start of the event to review the layout of the exhibition and the stand space assigned to the participant. If changes have to be made, OGZ will try to find the participant a similar stand space in terms of area.
3. If after reorganising or changing the stand space, the participant cannot be offered a comparable stand space in terms of area, the participant has the right to cancel the participation agreement. In this instance, the cancellation must be made by registered mail within 14 business days from the date of the written proposal from OGZ offering the alternative stand space(s). If a registered letter to this effect is not received within 14 days by OGZ, the opportunity for cancellation is void in full.

#### **Article 6: Payment**

1. Payment of the participation fees and all other payments must be made within the time limit as stated on the relevant invoice. Amounts invoiced within 2 weeks prior to the event are to be paid upon receipt of invoice.
2. OGZ has the right to send an invoice once the participation agreement has been concluded. The final invoice may be preceded by advance invoices.
3. The participant is liable at all times for all costs payable to OGZ that are in any way related to the participation agreement, regardless of whether these costs arise from the participant himself or by third parties, or persons acting on behalf of the participant.
4. If the participant has knowingly or unknowingly specified a different billing address, the participant remains liable towards OGZ for the payment of all costs associated with the participation agreement.
5. In the event of late payment of any amount owing to OGZ, statutory (commercial) interest will be charged as of the time the claim is contractually due and payable. Collection costs shall be borne by the participant, whereby the extrajudicial collection costs are fixed at a flat rate of 15% of the principal sum.
6. OGZ is entitled to offset any payments made by the participant to reduce any outstanding claims related to other events.
7. If the participant has not paid (in full) the participation costs or any other amount due to OGZ before construction of the event commences, OGZ is entitled to deny the participant access to the (construction of) the event and/or to terminate the participation agreement with immediate effect. In such case the participant is bound to pay the full participation costs, and all other costs owing to OGZ in full, without the participant having any claim to compensation of costs made and/or loss suffered in any sense, with regard to the refusal of admission to the exhibition and/or the termination of the participation agreement.

#### **Article 7: Cancellation and termination**

1. A registration and/or participation agreement, as well as the resulting service performance, the purchase of additional services and/or products between OGZ and the participant with regard to stand space(s), stand design and stand construction, and any resulting products and (facilities) services and/or goods purchased from OGZ, cannot be unilaterally revoked or amended by the registrant and/or the participant, irrespective of whether this has already been accepted by OGZ. If a registrant/participant wishes to cancel or to change the existing registration/participation, then a request can be made by registered mail to OGZ. Upon such request for cancellation or modification of registration/participation under the above-mentioned condition, OGZ may grant it providing that the following cancellation/amendment fees are satisfied in each case by the registrant/participant:
  - Cancellation more than 365 days before the first day of construction of the event: 25% of the total participation costs;
  - Cancellation from 365 to 200 days before the first day of construction of the event: 60% of the total participation costs;
  - Cancellation from 200 to 62 days before the first day of construction of the event: 80% of the total participation costs;
  - Cancellation from 62 to 31 days before the first day of construction of the event: 100% of the total participation costs;
  - Cancellation from 31 to 14 days before the first day of construction of the event: 150% of the total participation costs;
  - Cancellation up to and including 14 days before the first day of construction of the event: 180% of the total participation costs.

Wherein in place of these percentages, OGZ is entitled to claim compensation for the actual damage suffered. On the above fees, any VAT due will be charged if applicable.

2. In the event that, at any time after the conclusion of the registration/participation agreement, with regard to the participant a petition is presented for suspension of payments or bankruptcy, by the mere occurrence of such petition, the participation agreement can be terminated by OGZ. The participant registration fees, as well as other costs arising in connection with his participation at his request incurred by or through OGZ will remain due, without prejudice to the right of OGZ to claim costs, damages and interest.

3. In the event that after conclusion of the participation agreement OGZ has reasonable grounds to fear that participation in the event by the participant might in any way cause harm to OGZ, the event, or other participants, OGZ has the right at all times to dissolve the participation agreement with immediate effect by means of registered letter. In such case the participant will continue to owe the full participation costs and other costs incurred in connection with his participation on his request by or through OGZ, without prejudice to the right of OGZ to claim costs, damage and interest.

4. In the event that OGZ agrees with a written cancellation carried out by the registrant/participant, the registrant/participant can, from that moment on, derive no more legal effect from the cancelled registration/participation agreement as regards participation in the event and the related stand space, stand construction, stand fittings and/or event property, and all other agreed appointments. The confirmed cancellation is final and the participant cannot rescind his decision.

5. As a result of any kind of correspondence, both written and by telephone, should the registrant/participant announce to OGZ that he wishes to cancel his registration/participation, OGZ will carry out the following procedure. OGZ may, upon receipt of the correspondence from the registrant/participant, send a final written confirmation to the registrant/participant. After receiving the final written confirmation by registered mail from OGZ, the registrant/participant may not derive any legal effect from any kind of participation in the event, unless the registrant/participant, within 7 calendar days after receiving written confirmation, notifies OGZ in writing that in accordance with the participation agreement they still want to continue to participate in the event. To prevent miscommunications, OGZ will request the registrant/participant to confirm this in writing. All communications by the registrant/participant carried out later than 7 calendar days after written confirmation from OGZ, will not be considered by OGZ and thereby cancellation is definitely established and no legal effect can be derived from participation in the event.

6. Cancellation or modification on the basis of this article can never be grounds for compensation by OGZ for any costs incurred or losses suffered by the participant.

7. If the cancellation request is not granted by OGZ the agreement will remain in full force and effect.

#### **Article 8 Stand construction and setting up of the stand space**

1. The participant is obliged to construct, set up, and dismantle his stand – or instruct someone to do so – during the days and times specified for that purpose by OGZ.

2. At the request of OGZ, all plans, designs and/or mock-ups for the stand space(s) must be presented for approval to OGZ no later than the time and date stipulated for approval by OGZ. Only once the necessary approval has been granted by OGZ can the construction and/or fitting of the stand be started. OGZ reserves the right to withhold its approval and, if necessary, without giving any reason.

3. OGZ reserves the right to apply different regulations in respect of the stand construction and stand fittings.

4. OGZ will specifically indicate the available stand space(s) by means of identifiers. The participant is not entitled to remove, move, or change these identifiers.

5. If in the opinion of OGZ the stand construction and/or stand fittings for the participant's stand space(s) are at risk of not being ready in good time before the end of the construction period, OGZ is entitled to take any measures they deem necessary at the expense and risk of the participant.

6. During the event, the participant is not entitled to exhibit or otherwise promote articles in the stand space(s) other than those listed in the participation agreement and/or the programme for the event.

7. The participant is not entitled to allow third parties to use the stand space(s) in whole or in part, or to use the space(s) for a purpose other than that described in the participation agreement.

8. The participant is not allowed to make use of the stand space(s) in such a way that causes harm to other participants or visitors and/or affects them in the form of noise pollution, hinders entrances or passageways, obstructs light or views, or create a nuisance in any other form as assessed and decided upon by OGZ.

9. The participant is obliged at the end of the time period to dismantle the stand and return the stand space in its original condition. If this is not completed by the participant then OGZ is entitled to remove or destroy the stand construction/stand fittings at the expense of the participant. OGZ cannot be held liable for this.

Any damage to the business of OGZ and/or to the event property is at the expense and risk of the participant.

**Article 9: Non-compliance**

1. OGZ is entitled to take any provisions and measures against the participant, the participant's staff, persons employed by the participant or on his instructions, and holders of tickets provided by the participant, should they violate any provision of the applicable general terms and conditions or fail to follow instructions provided by or on behalf of OGZ, without legal intervention and if necessary at the expense of the participant. These include but are not limited to:

- total or partial termination of the participation agreement without the need to provide prior notice and/or;
- withdraw tickets issued to the participant and deny access to the event to those persons concerned with immediate effect and/or;
- to not build, or stop building the participant's stand, to close (or have closed) in whole or in part the stand and dispose of any newly released or non-occupied space and/or;
- to remove, store and if necessary destroy the participant's goods, as well as anything that is constructed or installed by the participant;
- in the event of late or, as the case may be, incomplete payment by the participant, statutory interest and extrajudicial collection costs will be charged at the amount of 15% of the principal sum incurred in the monetary claim(s).

2. The previous provisions shall not affect the right of OGZ to full compensation for any damage suffered and/or any claim to damages shall remain unaffected.

**Article 10: Additional products, (facility) services and/or business**

1. OGZ can, whether or not in exchange for payment from the participant, offer additional products, services and/or business for the benefit of the event.

2. These general terms and conditions shall apply to all additional products, services and/or business delivered by or on behalf of OGZ, unless otherwise specified. Should third parties be used for these additional products, services and/or business, unless otherwise specified, the terms and conditions of these third parties are not deemed applicable.

**Article 11: Use of data**

1. All data generated by use of the services of OGZ that is generated on behalf of the participant, or data generated by the participant as a result of the participant using these services may be used by OGZ. If this data constitutes personal data within the meaning of the data protection act, the parties indemnify each other reciprocally against any claims that may be brought against one of the parties for violation of statutory retention periods for personal data or infringement of or pursuant to laws and regulations concerning the protection of personal data resulting from the use of the personal data by the other party. The parties will observe all applicable laws and regulations regarding protection and use of this personal data.

**Article 12: Facility Handbook**

1. The participant will receive at any time, but well before the start of the OGZ event, a facility handbook that allows all kinds of (facility) orders to be made. The guidelines and conditions contained herein must be observed and monitored by the participant at all times and form an integral part of the applicable terms and conditions.

**Article 13: Catering**

1. Unless otherwise agreed in writing, catering at the event is reserved exclusively for the event property, third parties engaged by the event property, or OGZ.

2. The participant is hereby not allowed to sell refreshments and/or snacks or provide them for free except under terms and conditions as agreed by the event property, a third party engaged by the event property, or OGZ in a prior written exemption.

**Article 14: Moving of goods**

1. Neither the participant nor any other person is allowed to move goods during the event opening hours.

2. The participant is himself responsible and should be responsible for the timely transportation of any goods necessary for participation in the event. OGZ will not take receipt of any goods of the participant, nor therefore will it be liable in any way.

**Article 15: Cleaning and waste disposal**

1. The participant is responsible for the clearing and cleaning of his stand space(s), both before, during and after the event. As described in the service facilities handbook, specific cleaning activities can be purchased for a fee.

2. The participant should be responsible for the removal of all his waste in accordance with the instructions given by OGZ and/or the regulations of the event property.

3. OGZ is entitled at the participant's expense to remove and dispose of waste left behind by the participant after the event.

**Article 16: Intellectual property rights**

1. OGZ is the right-holder of the intellectual property rights related to the event, including as a minimum the (trademark) name, logo(s) and visual material.
2. OGZ can grant the participant the right to use the (trademark) name, logo(s) and/or to use the visual material for promotional purposes. In such case the participant will only use these trademarks and/or images in the manner in which they have been made available by OGZ.  
The participant is therefore not permitted to use the trademarks and/or images for other purposes than the promotion of the event, or to change them in any way.
3. Upon infringement of paragraph 2, the participant is obliged when first requested by OGZ to no longer use the (trademark) name, logo(s) and/or discontinue use of the visual material.
4. The participant may not carry out business at the event under a particular name, designation or trade name, if this infringes the rights of third parties.

**Article 17: Risk and liability**

1. The participant guarantees in respect of OGZ and shall at all times be severally liable for compliance with the provisions of these general terms and conditions, any applicable specific conditions and/or other requirements.
2. The participant is liable for all (in-)direct damages that OGZ suffers as a result of a shortcoming attributable to the participant, including the non-performance, improper performance or late performance of any provision of these terms and conditions, applicable specific conditions and/or other requirements.
3. The participant indemnifies OGZ in respect of all claims that third parties could assert against OGZ in connection with the participant's acts or omissions.
4. Business activities, including packaging, are located at the event at the expense and risk of the participant. The registrant must take out adequate insurance in respect of his participation in the event as OGZ shall not proceed without such insurance.
5. The participant is responsible for taking out adequate insurance against all damages of any kind. This damage can be the consequence of actions or negligence on the part of the participant themselves, the participant's staff, persons employed by the participant or on his instructions, holders of tickets provided by the participant, or by his visitors, as well as for damage caused in any way by his business, services and/or products.
6. It is the responsibility of the participant to obtain the required permits/licenses and consents in respect of his participation in the event and any activities related to the event, as well as for compliance with the laws and regulations in relation to his activities.
7. OGZ is not liable for any damage, including but not limited to consequential damages, business interruption and damage due to theft, destruction or any cause, whether directly or indirectly, as suffered by the participant, the participant's staff, persons employed by the participant or on his instructions, holders of tickets provided by the participant, or by his visitors, unless there has been intent or gross negligence on the part of OGZ.
8. OGZ is not liable for any damage, including but not limited to direct or indirect damage as suffered by the participant, the participant's staff, persons employed by the participant or on his instructions, holders of tickets provided by the participant, or by his visitors, that is as a result of the provisions of these general terms and conditions and the regulations referred to therein not being complied with, not being complied with in a timely fashion, or not being complied with correctly..
9. OGZ is not liable for direct or indirect loss suffered by the participant that is the result of non-performance of any obligation arising from an agreement made between the participant and a third party in respect of the provision of services in connection with the participant's participation in the exhibition.
10. OGZ will refrain from intervening with respect to disputes in which OGZ is not a party, including but not limited to disputes between participants themselves or disputes between participants and visitors.
11. In the event that OGZ is liable, the liability of OGZ will never exceed the maximum amount to be paid by its insurer. If insurance cover has not been put in place OGZ then the liability of OGZ is limited to the participation costs owed by the participant on the basis of his registration/participation.

**Article 18: Determination and applicability of general terms of business**

1. If any provision of these terms and conditions in whole or in part is considered by a court to be unreasonably onerous, it shall be deemed to have been converted into a provision which, to the extent possible while still maintaining the content and scope thereof, is not regarded as unreasonably onerous.
2. If any provision of these terms and conditions is considered by a court to be unreasonably onerous and paragraph 1 of this article does not apply, this shall not affect the validity of the remaining provisions of these terms and conditions.
3. In the event that the participant applies their own general or specific terms and conditions, these shall expressly not apply to OGZ. OGZ is entitled to expressly reject the terms and conditions of the other party.

4. Derogation from the general terms and conditions can only be made by means of a written document signed by OGZ.
5. OGZ reserves the right to change these terms and conditions during the term of the participation agreement. The participant will be given notice in writing of any such change. The modified terms and conditions entering into force shall supersede all previous terms and conditions, unless explicitly stated otherwise by OGZ.
6. OGZ shall decide in cases for which the regulations make no provisions.

**Article 19: Other regulations and deviations from the general terms and conditions**

1. Within the framework of the efficient running of the event, OGZ is entitled to provide additional (safety) regulations. The event property or public authorities are also entitled to put in place such conditions.
2. The participant is obliged to promptly comply with any additional (safety) regulations and furthermore to strictly observe and comply with any regulations put in place by the event property.
3. In the event of a conflict between these terms and conditions and any additional (safety) requirements issued by OGZ, the event property or a public authority, OGZ will then determine which rule shall prevail in each particular case.

**Article 20: Applicable law and disputes**

1. All agreements concluded between the parties are governed exclusively by Dutch law unless prescribed otherwise provided by mandatory law.
2. All disputes arising between OGZ and a registrant/participant, even if only identified as such by one of the parties, in response to: the registration form, the participation agreement, these terms and conditions or any further agreement concluded between the parties, the parties shall first enter into negotiations in order to end the dispute by amicable agreement. If the parties do not succeed in ending the dispute as mentioned above, the dispute shall be settled by the competent court in the District of East Brabant (Netherlands). The Dutch courts have exclusive jurisdiction, unless mandatory law provides otherwise.

**Article 21: Other provisions**

1. In all cases where the general terms and conditions are considered to be unclear or not provided, the power of decision rests with OGZ.
2. The Dutch text of this participation agreement, these general terms and conditions and any other agreement made between the parties is decisive.