

SUMMARY OF THE GENERAL TERMS AND CONDITIONS FOR TRADE SHOWS ORGANISED BY EUROPOINT B.V.

General provisions

- This agreement is deemed to be an integral part of the participation for the event as concluded between the participant and Europoint.
- Deviations from this agreement or the complete or partial exemption from any of the prohibitions or obligations specified in this agreement or obligations specified in this agreement shall only apply if such deviation or exemption is stated in writing and signed by Europoint, and/or if a supplementary agreement has been entered into.
- Third parties who have not entered into a participation agreement cannot derive any rights from this agreement.

General provisions regarding participation

- The organisers reserve the right to alter the dates, times and site of the event as listed in the conditions of participation or to cancel the event at all times, if this is a consequence of exceptional circumstances which have arisen through no fault of their own, without this giving the participants any right whatsoever to claim compensation from the organisers for any damages, in whatever form or for whatever reason such damages may have arisen.
- Changes in dates, times and site such as referred to above do not give participants the right to completely or partially cancel their applications.
- If the event is cancelled, then the applications shall be regarded as cancelled and any payments made by the participants for participation will be reimbursed, after deduction of expenses already incurred for the organisation of the event up to a maximum of 20% of the total participation and administrative costs due. In all cases, the participant is required to reimburse fully all additional costs incurred by the organisers and made at the participant's request in connection with his participation.
- Under no circumstances can a participant claim any right to compensation from Europoint for damages as a result of a decision such as described in paragraph 1 of this article.
- If the event includes both a congress and a trade show, these will be considered two separate events. They can never be regarded as one event. Separate General Terms & Conditions shall apply to each event. Cancellation of one event shall not give the participant any rights regarding the other event.
- If during the trade fair or exhibition a congress is organised, the General Terms & Conditions for Congresses apply to the latter. You can apply for these terms at Europoint b.v.
- Europoint reserves the right to ask any additional information from visitors and participants.
- In the case of cancellation at his own request, the participant is obliged to reimburse any other costs incurred by Europoint. The participant cannot claim compensation for any loss suffered directly or indirectly as a result of the provisions in this article.

Application

- The application to participate in an event must be submitted on an application form which is made available to the participant. If this form is signed by an employee who is not empowered to commit the participant concerned, Europoint will consider this to be the signature of an authorised person and will therefore require the participant to accept any and all consequences arising from this application.
- Filling out, signing and submitting the application form is deemed to be an irrevocable offer by the participant to participate in the event. This offer shall be deemed accepted by Europoint as and when Europoint receives a signed agreement of participation.
- In exceptional cases, the organisers may decide that an application will not be accepted.
- With their application, the participants must submit a list of the goods and/or services they intend to exhibit.

Payment

- Stand rental is due for each allocated square metre of stand space as specified in the participation agreement. In addition, the participant is liable to pay Europoint for basic administrative costs.
- The stand rental is payable in two instalments:
 - 50% of the rental on the number of square metres applied for, within 14 days of the date of the advance invoice;
 - the remaining 50% and any additional bookings within 14 days of the date of the second invoice;
- If the participation agreement is dated less than 30 days before the start of the event, the full stand rental is payable by return of post and must be received by the organisers before the first day of stand building for the event.
- The participant is liable for all costs payable to Europoint regarding his participation, irrespective of whether or not these costs were occasioned by the participant himself or by third parties acting on his behalf.
- If any amount due to Europoint is not paid on time, interest at the statutory rate will be charged as from the date on which the debt becomes due and payable. Collection costs will be charged to the participant, whereby the out-of-court collection costs are set at 15% of the principal amount.

Cancellation

An application cannot be withdrawn or altered unilaterally by the participant. If a participant wishes to cancel a previously submitted application, a written request to this effect must be sent to the organisers by registered mail. The organisers may grant a request for cancellation of the application as long as the participant has fulfilled payment of the cancellation charges as follows:

- 25% of the stand rental if the application is cancelled between 32 and 16 weeks before the start of the building up of the event;
- 50% of the stand rental if the application is cancelled between 16 and 8 weeks before the start of the building up of the event.
- 75% of the stand rental if the application is cancelled between 8 and 4 weeks before the start of the building up of the event.
- 100% of the stand rental if the application is cancelled less than 4 weeks before the start of the event, or as much of the fee as should be retained in the opinion of the organisers as a remuneration for costs incurred as a result of cancellation.
- Under all circumstances the participant is liable to pay Europoint for basic administrative costs, regardless the term of the cancellation.

OCCUPATION OF THE STAND SPACE

- A participant who has indicated on his application form that he wishes to use the standard stand building provided by the organisation, is granted stand space in accordance with the specifications listed in the conditions of participation.
- The participant who uses his own stand builders, will receive this stand without any structures, fittings, furniture, or any other technical facilities whatsoever.
- The participant who uses standard stand building, will receive a stand which includes structures, fittings, furniture, and all other technical facilities as described on the application form.

GOODS TO BE EXHIBITED

- The goods and services which are described in the conditions of participation may be exhibited at the event. Without having to pay any compensation for damages, the organisers have the right to refuse or to have removed forthwith from the event:
 - goods and services which they consider to be inadmissible on the basis of the participant's application, or
 - goods and services which are not listed on the application form, or
 - goods and services which, in their opinion, could be contrary to the law, good morals, public order or an orderly course of the event, or
 - goods and services which are exhibited or used in the event that are in conflict with any condition in this agreement or in the conditions of participation.

INSURANCE/LIABILITY

- All goods, packaging included, present at the trade show complex or event or the surrounding grounds are at the expense and risk of the participant. The organisers are not responsible for insuring such goods.
- The organisers, managers, their authorised representatives and the staff of the trade show complex or event cannot be held liable for any damages, of whatever nature, incurred as a result of damage to or loss of goods, nor for any damages arising from non-operating or insufficiently operating technical installations of the trade show complex or for any damages arising from any other defects in the accommodation or the surrounding grounds, nor for any damage to goods or persons arising from any cause whatsoever, if and insofar as such damage or loss is not covered by third party liability insurance taken out by the organisers.
- The participant is liable for and is obliged to take out insurance against all damage of whatsoever nature or harm caused by any action or negligence on the part of himself or persons in his employ in whatsoever capacity, or by the holders of exhibitor's badges or stand building tickets and or permanent entrance tickets issued to him, to goods of and/or to persons working for the organisers of the trade show complex and he is required to indemnify the organisers and the staff of the trade show complex from all claims which others may exercise against the organisers and/or the staff of the trade show complex.
- Europoint can accept no liability for damage or loss, under whatever name, whether suffered directly or indirectly by the participant, his staff or his visitors, including trading losses and damage due to theft, destruction or whatever other cause, if this damage or loss is caused by third parties.
- The participant shall indemnify Europoint against all claims from third parties, for damage or loss, under whatever name, caused by the participant himself, his personnel or his visitors.

Contingencies

In all cases not provided for in this agreement the decision of Europoint will be final.

FULL GENERAL TERMS AND CONDITIONS

The Dutch version of these General Terms and Conditions for Trade shows organised by Europoint B.V. was filed at the Chamber of Commerce in Utrecht, the Netherlands, under number: 30142004. You can apply at Europoint B.V. for a free copy of these terms or you can download them from the website: www.europoint.eu