

General Terms and Conditions JAARBEURS HALL RENTAL

June 2014

I GENERAL

Article 1 Definitions

In these General Terms and Conditions the terms used will be defined as follows unless otherwise agreed in writing.

1. Accommodation: the space and facilities as defined in the Agreement.
2. Accommodation regulations: Jaarbeurs' house rules that apply to anyone to be found for whatever reason on the Jaarbeurs premises.
3. Activity: the trade show, event or any other activity that is the subject of the Agreement.
4. Agreement: the rental agreement, these General Terms and Conditions and the Accommodation Regulations and any further written agreements (including the facilities quote) between Jaarbeurs and the Contractor regarding the rental of one or several space(s) and/or additional facilities.
5. Contractor: the natural or legal person entering into an agreement with Jaarbeurs.
6. General Terms and Conditions Hall Rental: these general terms and conditions, which form an inseparable part of and apply to all agreements between Jaarbeurs and the Contractor regarding space and the attendant Jaarbeurs facilities. Variations from these general terms and conditions are possible only if expressly confirmed in writing by Jaarbeurs. The applicability of any general terms and conditions used by the Contractor is hereby expressly excluded.
7. Jaarbeurs: the private company Jaarbeurs B.V., having its registered office and place of business at Jaarbeursplein in Utrecht and/or one or several of its subsidiaries.
8. Option confirmation: a provisional reservation – and if there are several prospects in a particular order of priority – for the rental of one or more space(s) and/or additional facilities for a specific period. Jaarbeurs will be bound only after a final Agreement has been made with the Contractor.
9. Rental period: the dates and times specified in the Agreement on which the rental of the Accommodation begins and ends.
10. Reservation Value: the amount to be paid to Jaarbeurs by the Contractor as specified in the Agreement regarding the Accommodation and other products and services – yet to be agreed – to be supplied by Jaarbeurs.

Article 2 The Accommodation

1. The Accommodation only includes the space(s) described in the Agreement plus the facilities mentioned. The central entrance area, the other publicly accessible spaces and Jaarbeurs' outside premises are not included in the Accommodation. The ticket gate, registration and/or reception should therefore be located in the Accommodation.
2. Except with the written consent of Jaarbeurs the Contractor may not:
 - a) Use the Accommodation for any purpose other than set out in the Agreement;
 - b) Sub-lease the Accommodation or otherwise transfer the rights and obligations arising from the Agreement to third parties, on the understanding that stand space(s) may be rented out to exhibitors at the trade shows described in the Agreement subject to these General Terms and Conditions and the Accommodation Regulations;
 - c) Exhibit goods in the Accommodation outside the programme described in the Agreement;
 - d) Allow the assembly of stands and/or exhibitions, advertising and/or information means in whatever form in the central entrance area, the other publicly accessible spaces or the outside premises.

Article 3 Terms of Payment

1. The rental fee and other additional costs must be paid without any discount or set-off by the due dates specified in Jaarbeurs' invoice at the latest and if no due dates are mentioned within fourteen (14) days of invoice.
2. Failing payment (in full) within the term set in Article 3.1 the Contractor will be in default by operation of the law and Jaarbeurs will have the right, without any notice of default being required:
 - a) To suspend its obligation under the Agreement and to collect the amounts due and to collect all judicial as well as extrajudicial costs. The extrajudicial costs of collection are hereby set at 15% of the outstanding amount or
 - b) To dissolve the Agreement by means of a written statement. In that event the Contractor will be bound to pay compensation equalling the Reservation Value increased by interest at the statutory

trade interest as from the final payment date of the invoice as set out in paragraph 1 of this Article without prejudice to Jaarbeurs' right to demand additional compensation.

3. By way of additional security for performance of the Contractor's obligations under the Agreement Jaarbeurs has the right at all times to demand a deposit of the Contractor. Jaarbeurs has the right to recover all the claims it has or will have against the Contractor under the Agreement from the deposit to the extent possible, without any notice of default or judicial intervention being required.

Article 4 Acceptance and Vacation of the Accommodation

1. The Contractor accepts the Accommodation in the condition in which it is upon commencement of the Agreement. Any defects established upon expiry of the Rental Period will be deemed to have arisen during the Rental Period unless the Contractor has notified Jaarbeurs in writing of such defects upon commencement of the use.
2. The Contractor may not make any changes or additions to the Accommodation without Jaarbeurs' express written consent.
3. Vacation/Dismantling of the Accommodation must be completed by the date and time specified in the Agreement at the latest. The Accommodation must be vacated entirely and be delivered clean and in the state as it was made available. In the event of non-completion or inadequate completion by the time referred to above Jaarbeurs has the right to take the necessary measures at the expense of the Contractor.
4. Any damage to the Accommodation during the Rental Period, by whatever cause and insofar as not caused by Jaarbeurs, may be repaired by Jaarbeurs at the expense of the Contractor.

Article 5 Public Order Provisions

1. The Contractor must at all times grant access to the Accommodation to Jaarbeurs personnel and/or parties authorised by Jaarbeurs.
2. The Contractor must duly comply with all regulations set by the Municipality of Utrecht, the Fire Department and/or other authorities with regard to the Accommodation, the Rental Period and/or the Activity.
3. Jaarbeurs reserves the right at all times to give mandatory instructions to the Contractor and any third parties engaged by the Contractor if deemed advisable by the fire department, the police or Jaarbeurs in the interest of (public) order and safety.
4. During the Rental Period the security of the Accommodation may be executed only by security personnel to be designated by Jaarbeurs at the expense of the Contractor.
5. Sound measurements for an Activity may be carried out only by a company designated by Jaarbeurs.

Article 6 Licences and Regulations under Public Law

1. The Contractor must hold the licences required by public law for the Activity. Jaarbeurs has the right at all times to ask the Contractor for inspection of the licences obtained.
2. Jaarbeurs reserves the right to deny the Contractor access to the Accommodation and to prohibit the Activity if necessary if the Contractor has failed to comply with the provisions contained in paragraph 1 of this Article.
3. The Contractor is responsible for applying the required licences as referred to in paragraph 1 of this Article. Jaarbeurs does not accept any liability for costs or loss or damage of whatever nature resulting from the failure to obtain the required licences or non-compliance with the terms of the licence.
4. Jaarbeurs' premises are subject to an environmental permit that sets specific conditions with regard to noise pollution. If necessary Jaarbeurs will apply for exemption from the noise pollution regulations. The application for exemption is reserved to Jaarbeurs explicitly. Jaarbeurs does not accept any liability towards the Contractor if the competent authorities do not grant the required exemptions.

Article 7 Catering

1. Unless otherwise agreed in writing the catering within the Accommodation is reserved to Jaarbeurs exclusively.
2. The Contractor may not sell or provide free of charge beverages and/or foods unless subject to terms yet to be agreed and Jaarbeurs has granted written exemption in advance.

3. Restaurants, catering sales points and the accompanying infrastructure do not form part of the Accommodation and must be accessible to the public at all times unless otherwise agreed between Jaarbeurs and the Contractor.

Article 8 Publicity and Advertising Statements

1. Within or outside the immediate surroundings of the Accommodation, including access roads and parking lots the Contractor may not place, install or cause others to do so, vehicles provided with advertisements, signs, banners, illuminated advertising, loudspeakers or other objects for advertising purposes of whatever nature, without Jaarbeurs' express written consent.
2. The Contractor may not cover up, remove or conceal the advertising present in the Accommodation.
3. In the event of breach of paragraphs 1 and 2 the Contractor will forfeit an immediately payable penalty of EUR 5,000 for each portion of a day that such breach continues without prejudice to Jaarbeurs' right to additional compensation. Jaarbeurs will furthermore have the right to immediately terminate the publicity or have the same removed at the risk and expense of the Contractor without prejudice to Jaarbeurs' right to recover the resulting costs and loss from the Contractor.
4. For publicity purposes Jaarbeurs may – in consultation with the Contractor – make video and/or sound recordings of the Activity in the Accommodation. Jaarbeurs furthermore reserves the right to mention the Activity in its annual report or its calendar of trade shows and events.

Article 9 Insurance

1. The Contractor must take out adequate insurance against all damage that may occur during the Rental Period. Adequate insurance will be understood to mean insurance covering all loss and damage sustained by Jaarbeurs or third parties as a result of the Contractor's activities on the Jaarbeurs Premises.

Article 10 Jaarbeurs Logo

1. No one may use Jaarbeurs' (trademark) names and/or logos or those of the companies associated with Jaarbeurs in whatever form and in whatever way, unless with Jaarbeurs' express written consent.
2. In the event of breach of the provisions contained in paragraph 1 Jaarbeurs reserves the right to immediately remove its name/logo at the user's expense.

Article 11 Cancellation by Jaarbeurs

1. Jaarbeurs reserves the right to cancel the Agreement on account of special circumstances (such as force majeure in the broadest sense including but not limited to fire, national calamities, riots, strikes, war and terrorism). In that case Jaarbeurs will make every effort to offer the Contractor substitute space on the agreed date on the same terms and conditions or to assign the agreed or substitute space on a different date.
2. The Contractor will not be entitled to compensation of any costs or loss or damage caused by cancellation or changes as referred to in the preceding sentence.

Article 12 Cancellation by the Contractor

1. In the event of cancellation of (part of) the Agreement the Contractor will always owe the Reservation Value in full.
2. In the event of cancellation from three months prior to the first day of the Rental Period and no Agreement had been made yet at the time of cancellation with regard to facilities and/or catering products for the next edition of the Activity the Reservation Value will include the margin-based turnover achieved by Jaarbeurs on the facilities and/or catering products and services for the latest edition of the Activity.

Article 13 Costs of Facilities and Other Services

1. Jaarbeurs has drawn up an exhibitors' handbook containing relevant information about the Jaarbeurs premises and the services and/or products to be rendered by Jaarbeurs and/or third parties.
2. The costs of facilities and other services as defined in the Agreement with regard to electricity, lighting, ventilations, heating, water, compressed air, charges of licences, sound measurements, telephone, fax, rental of audiovisual equipment, furniture and catering services, etcetera will be paid

- by the Contractor and are not included in the Rental Fee. If applicable, it may be agreed that connections and consumption at stand level will be charged to the Contractor's exhibitors directly.
3. The Contractor is required to purchase at its own expense certain services such as security, fire department, cleaning, waste disposal, catering and other facilities, to be determined by Jaarbeurs depending on the Activity to be held. A list of mandatory facilities will be available from Jaarbeurs upon request.
 4. The costs referred to in paragraphs 2 and 3 of this Article will be determined and invoiced to the Contractor by Jaarbeurs six weeks approximately prior to the Activity. Payment must be made within the term set in Article 3.1.
 5. Any additional facilities – ordered by the Contractor after payment as referred to in paragraph 4 of this Article – will be invoiced by Jaarbeurs to the Contractor based on actual costs within ten working days after the Activity.
 6. Jaarbeurs and the Contractor will consult about the services referred to in this Article and the estimated costs in time, but at any rate within six weeks prior to commencement of the Activity.

Article 14 Set-Up and Assembly

1. The Accommodation must be set up and assembled in consultation with Jaarbeurs and with due observance of the provisions contained in the Accommodation Regulations. Jaarbeurs has the right at all times to lay down additional binding regulations.
2. At Jaarbeurs' request all plans, designs and/or scale models for the floor layout must be submitted to Jaarbeurs for approval no later than the time specified by Jaarbeurs. Only after such approval has been obtained may the assembly be commenced. Jaarbeurs reserves the right to withhold its approval, if necessary without stating any reasons.
3. The operation of and work on electric installations, temporary connections and other facilities equipment in the Accommodation will be carried out exclusively by fitters designated by Jaarbeurs.
4. The temporary connections to be installed at the Contractor's request must comply with the Terms and Conditions for the Provision of Connections of Power Companies, and Jaarbeurs' additional Terms and Conditions for the Provision of Electricity.
5. Jaarbeurs does not accept any liability towards the Contractor and/or its user with regard to the availability of wireless internet, compressed air, heat, energy, etcetera, other than the liability accepted by the utility companies towards Jaarbeurs.

Article 15 Compliance by Exhibitors

1. The provisions contained in these terms and conditions will apply also to the exhibitors. The Contractor must ensure that the exhibitors take note of these terms and conditions and warrants towards Jaarbeurs that the exhibitors will comply carefully and duly with the provisions contained herein.
2. The Contractor will at all times remain responsible and liable for the proper compliance by exhibitors with the provisions contained in these General Terms and Conditions and any loss and damage caused by breach thereof. The Contractor indemnifies Jaarbeurs against all claims of third parties arising from breach of these provisions by Contractor and/or the exhibitors.

Article 16 Miscellaneous

1. At least fourteen days before commencement of the Rental Period the Contractor must inform Jaarbeurs of the expected arrival of special guests, such as members of the Royal Family and dignitaries of ministerial level. The Contractor must arrange for a fitting reception of its guests and must take adequate security measures in consultation with Jaarbeurs.
2. Jaarbeurs is not liable for any loss or damage, sustained directly or indirectly by the Contractor, its personnel or visitors – including consequential loss, trading loss and loss or damage caused by theft, vandalising or any other cause – unless Jaarbeurs can be charged with wilful intent or gross negligence.
3. If there are several Contractors they will all be jointly and severally liable for anything due under or in connection with the Agreement.
4. The Contractor may never invoke an undertaking given orally by or on behalf of Jaarbeurs unless Jaarbeurs has confirmed such undertaking in writing.

5. All disputes arising between Jaarbeurs and the Contractor further to the Agreement, these General Terms and Conditions or any subsequent agreement made between the parties will be settled under Dutch law by the competent court of Utrecht.

These general terms and conditions (dated June 2014) have been filed with the Chamber of Commerce of Utrecht under number: 30149551 and can be viewed at Jaarbeurs' website at www.jaarbeurs.nl .