

# STANDARD TERMS AND CONDITIONS JAARBEURS IT MEDIA

*November 2018*

## **CHAPTER I GENERAL PROVISIONS**

### **Article 1 Definitions**

In these Standard Terms and Conditions the terms used have the meanings defined below unless otherwise agreed in writing.

'Jaarbeurs IT Media Activity': The services, offer of advertising space and/or participation packages on a website, delivery of any form of Lead Generation programmes by Jaarbeurs or participation in seminars or congresses organised by Jaarbeurs that are the subject of an Agreement;

'Standard Terms and Conditions': these terms and conditions that are an inseparable part of and apply to all Agreements between Jaarbeurs and the Client regarding Jaarbeurs IT Media Activity (Activities). Any variation to the Terms and Conditions is possible only after express written confirmation by Jaarbeurs. The applicability of any terms and conditions used by the Client is hereby expressly excluded;

'Agreement': the agreement between the Client and Jaarbeurs that comes about by the Client's signing of the agreement containing the essential on the Jaarbeurs IT Media Activity as well as these Standard Terms and Conditions as well as any further written understandings between Jaarbeurs and the Client regarding the agreed Jaarbeurs IT Media Activity;

'Client': the natural or legal person with whom Jaarbeurs enters into the Agreement;

'Jaarbeurs': the private limited liability company Jaarbeurs B.V. and/or one of its subsidiaries accommodating the exploitation and organisation of activities of Jaarbeurs IT Media.

### **Article 2 Offer and Agreement**

1. These Terms and Conditions apply to all offers and agreements of Jaarbeurs with respect to Jaarbeurs IT Media Activities. Any variation to these Terms and Conditions is valid only if explicitly agreed in writing.
2. All offers are subject to contract, unless otherwise stated in the written offer.
3. If any provision of these Terms and Conditions is void or annulled, the other provisions of these Terms and Conditions remain fully effective.
4. Jaarbeurs reserves the right to change these Terms and Conditions at any time. Any change and its entry into force will be notified to the Client. The Terms and Conditions as amended will apply to every running contract.

### **Article 3 Price and Payment**

1. All prices are exclusive of turnover tax ('BTW') and any other government-imposed levies.
2. In the event of an Agreement that provides for periodical payment by the Client Jaarbeurs has the right to adjust the prices and rates by means of a written notice with due observance of at least three months.
3. In all events is Jaarbeurs entitled to adjust the agreed prices and rates by means of a written notice to the Client for services that, according to the relevant planning or pursuant to the agreement, will be delivered at a time at least three months after the date of this notice.
4. If the Client does not agree with the above adjustment of prices and rates the Client has the right to terminate the agreement in writing within seven working days after the notice referred to in these articles effective from the date of entry into force of the price or rate adjustment stated in the notice of Jaarbeurs.
5. The Client pays invoices in accordance with the payment terms stated in the invoice. In the absence of specific terms the Client pays the invoice amount in full within fourteen days of invoice.
6. If the Client fails to pay the amounts due within the agreed term, the Client owes interest at the statutory rate on the outstanding amount without any notice of default being required.
7. If following a notice of default the Client still fails to pay the amount due, the claim may be referred for collection, in which case besides the total then payable increased by the handling fee the Client must also pay in full any extrajudicial and judicial costs, including all costs charged by external experts as well as the costs determined by the court, related to the collection of this claim or the exercising of rights, which costs will be set at 15% minimum of the total amount.

### **Article 4 Confidential Information**

1. Each party warrants and represents that all confidential information received from the other party before and after the conclusion of the Agreement will remain confidential. Information is regarded as confidential at any rate if designated as such by either party.

### **Article 5 Intellectual or Industrial Property Rights**

1. All intellectual or industrial property rights in the services or materials supplied under the Agreement, including analyses, designs, documentation, reports, quotes, as well as any preparatory materials, vest in Jaarbeurs exclusively. The Client acquires only the rights of use and powers explicitly granted by these Terms and Conditions or otherwise and will not reproduce or copy the materials.
2. The Client may not remove or alter any notices of copyrights, trademarks, trade names or other intellectual or industrial property rights from the materials supplied.

### **Article 6 Client Cooperation**

1. Without prejudice to the other provisions of these Terms and Conditions the Client will at any rate ensure, at its expense and risk, that:
  - a. The Client makes available to Jaarbeurs in time all materials required for the provision of services, including but not limited to logos/catalogues/promotional years, etcetera. The Client warrants and represents to Jaarbeurs that it has the right to use the materials made available. The Client indemnifies Jaarbeurs against any form of liability that may arise from the use of the materials made available by the Client;
  - b. Upon commencement and during the performance of the service(s) the materials referred to above are in the right place if Jaarbeurs has stated that such materials are necessary for executing the Agreement.
2. If Jaarbeurs must perform additional work due to incorrect or incomplete information – provided by the Client – Jaarbeurs has the right to charge the costs thereof to the Client.
3. If Jaarbeurs in executing the contract engages third parties Jaarbeurs is never liable for any loss or consequential loss caused by such third parties – save in the event of intentional recklessness on Jaarbeurs' part. Loss includes: misprints by third parties, etcetera.
4. If information required for the execution of the Agreement is not provided to Jaarbeurs, not in time or as agreed, or if the Client otherwise fails to comply with its obligations, Jaarbeurs has the right at any rate to suspend execution of the Agreement and to charge the costs arisen according to the usual Jaarbeurs' rates.
5. If Jaarbeurs staff work on site for the Client, the Client provides free of charge the facilities reasonably requested by that staff including – if applicable – work space with telecommunications facilities. The Client indemnifies Jaarbeurs against claims of third parties, including Jaarbeurs staff, who in connection with the execution of the Agreement sustain loss due to actions or omissions of the Client or to unsafe situations in the Client's organisation.

### **Article 7 Delivery Terms**

1. All (delivery) terms stated by Jaarbeurs have been set to the best of Jaarbeurs' knowledge based on the data known to Jaarbeurs upon entering into the Agreement and will be observed as much as possible; the mere excess of a (delivery) term does not mean Jaarbeurs is in default.
2. Jaarbeurs is not bound by (delivery) terms that cannot be met due to circumstances beyond Jaarbeurs' control. In the event of imminent excess of any term Jaarbeurs consults with the Client as soon as possible.

### **Article 8 Privacy and Security**

1. With regard to the provisions of personal and other data to Jaarbeurs, the Client is responsible for correctly complying with all applicable Dutch and European legislation and regulations in the field of personal data protection, including the General Data Protection Regulation ("GDPR").
2. The Client indemnifies Jaarbeurs both in and out of court against any and all loss, costs, penalties and fines resulting from violation of any applicable Dutch and European legislation and regulations in the field of personal data protection, including the GDPR.
3. Client shall not sell personal data to third parties.
4. All data made available to Jaarbeurs by Clients or third parties are subject to Jaarbeurs' s Privacy Statement. That Privacy Statement can be consulted at [www.jaarbeurs.nl/privacystatement](http://www.jaarbeurs.nl/privacystatement).
5. Jaarbeurs will take appropriate technical and organisational measures to ensure a level of security appropriate to the risk involved in the processing of the aforementioned personal data.

### **Article 9 Termination**

1. Agreements for an indefinite period may be terminated by either party by means of a written notice after good commercial consultations and stating reasons. If the parties have not agreed an explicit notice period the parties must observe a reasonable notice period of at least three months.
2. Jaarbeurs has the right to terminate the Agreement in whole or in part with immediate effect by a written notice without any notice of default or judicial intervention being required if the Client is granted suspension of payments – whether or not provisionally, if a petition in the Client's bankruptcy is filed or if

the Client's business is wound up or discontinued other than for the purpose of reconstruction or merger of companies. Jaarbeurs is never required to pay any compensation on account of termination.

#### **Article 10 Complaints**

1. Clients must submit complaints about services and/or information and/or products supplied by Jaarbeurs to Jaarbeurs in writing stating reasons within seven (7) working days after delivery of the services and/or information and/or products that are the subject of the complaint. If the Client has not filed a complaint before expiry of said term about the services and/or information and/or products supplied by Jaarbeurs, the Client is deemed to have agreed to the delivery.
2. Complaints about services and/or information and/or products supplied by Jaarbeurs do not suspend the Client's payment obligations.
3. Complaints about invoice amounts must be submitted to Jaarbeurs within fourteen days of dispatch of the invoice in question.
4. In the event that the time limits stated in Articles 10.1 and 10.3 are in conflict with the principles of reasonableness and fairness, such limit will be extended by a period that is in line with the principles of reasonableness and fairness.
5. If Jaarbeurs holds that the Client has rightly complained about the services and/or information and/or products supplied, Jaarbeurs reserves the right to remedy and where necessary replace the services and/or information and/or products supplied. Only if the services cannot be remedied and/or replaced, may Jaarbeurs decide to credit the amount invoiced to the Client.

#### **Article 11 Liability / Indemnity**

1. Jaarbeurs is not liable for any loss or damage caused by its staff or contractors, suppliers or third parties engaged by Jaarbeurs in the execution of the Agreement, including (the consequences of) excess of the date by which the Agreement must be completed.
2. Jaarbeurs is not liable for any loss or damage caused by its executive staff, save in the event of wilful intent or recklessness.
3. Jaarbeurs is never liable for damage, loss or destruction of documents, materials or property (of third parties) during transport or dispatch by post or otherwise, unless covered by Jaarbeurs' liability insurance, or for late receipt of same.
4. Jaarbeurs accepts legal liability for compensation only to the extent apparent from this Article.
5. Jaarbeurs' total liability for attributable breach of the Agreement is limited to compensation of direct loss up to the amount of the price stipulated for that Agreement (exclusive of VAT). If the Agreement is a continuous performance agreement primarily with a term exceeding one year, the stipulated price is set at the total of the considerations (exclusive of VAT) stipulated for one year. Total compensation for direct loss will never exceed EUR 10,000 (ten thousand Euros).
6. Direct loss is understood to mean only:
  - a. Any reasonable costs incurred by the Client to have Jaarbeurs' performance meet the Agreement. However, such loss is not reimbursed if the Client has terminated the Agreement;
  - b. Any reasonable costs incurred to determine the cause and extent of the loss insofar as such determination relates to direct loss in the sense of these Terms and Conditions;
  - c. Any reasonable costs incurred to prevent or limit loss insofar as the Client demonstrates that those costs have indeed limited the direct loss in the sense of these Terms and Conditions.
7. Jaarbeurs' liability is excluded for indirect loss, including consequential loss, loss of profits, loss of savings and loss caused by business interruptions.
8. Except in the events listed in Article 10 Jaarbeurs has no liability whatsoever for compensation regardless of the ground on which an action for compensation could be based.

#### **Article 12 Force Majeure**

1. In these Terms and Conditions force majeure means any circumstance beyond the control of Jaarbeurs that temporarily or permanently prevents compliance with the Agreement, as well as, insofar as not included, (civil) war, war risks, (work) strikes, exclusion of workers, local or national regulations that making the execution of the Agreement (temporarily) impossible, transport difficulties, fires, and other serious disruptions in the business of Jaarbeurs or its suppliers. This provision understands force majeure to mean also cancellation by the lessors of a venue of the booking of that venue where an Event is to take place.
2. In the event of non-compliance or inadequate compliance by Jaarbeurs with its obligations such obligations will be suspended until Jaarbeurs is capable of executing the Agreement as agreed.
3. If the event constituting force majeure exceeds ninety days the parties have the right to terminate the agreement by written notice. Any performance already delivered under the agreement will then be settled pro rata without the parties owing each other anything.

4. If Jaarbeurs has already complied with part of its obligations or can meet only part of its obligations when the event constituting force majeure occurs, Jaarbeurs has the right to separately invoice the services already provided or to be provided and the Client is required to pay such invoice as if it were a separate agreement.

## **CHAPTER II SERVICES**

Besides the Terms and Conditions the provisions contained in this Chapter apply if Jaarbeurs provides services including advice on organisation and automation, support and supervision, consultancy, courses, training, secondment or surveys.

### **Article 13 Execution**

1. Jaarbeurs will execute the services to the best of its ability in accordance with the understandings and procedures agreed with the Client in writing.
2. If agreed that the services will be executed in phases Jaarbeurs has the right to postpone the commencement of services that fall in the next phase until the Client has approved the results of the preceding phase in writing.
3. Only if explicitly agreed in writing Jaarbeurs is required to act on the Client's timely and responsible instructions in executing the services. Jaarbeurs is not required to act on instructions that imply changes or additions to the content or extent of the agreed services; however, if such instructions are followed the work in question will be reimbursed in accordance with Article 13.
4. If the Agreement for services has been made with execution by a specific individual in mind, Jaarbeurs has the right to always replace such individual by one or several other individuals who have the same qualifications.

### **Article 14 Changes and Contract Extras**

1. If Jaarbeurs at the request or with the prior consent of the Client has executed work or other services beyond the scope and content of the agreed services, the Client reimburses Jaarbeurs for such work or services according to Jaarbeurs' usual rates. However, Jaarbeurs is not required to act on such request and may require a separate written agreement.
2. The Client acknowledges that work or services as referred to in Article 13.1 may affect the agreed or expected time of completion of the services and the mutual responsibilities of the Client and Jaarbeurs.
3. To the extent that a fixed price has been agreed for the services and the parties intend entering into separate agreements for additional work or services, Jaarbeurs will inform the Client in advance in writing about the financial implications of such additional work or services.

### **Article 15 Courses and Training**

1. If the services to be provided by Jaarbeurs consists of giving training or courses, Jaarbeurs may always demand payment before commencement.
2. If the number of registrations so warrant in Jaarbeurs' opinion, Jaarbeurs has the right to combine the courses or training with one or more other courses or training sessions, or to reschedule same to a later date or time.
3. In the event of postponement or cancellation of courses or training sessions due to force majeure Jaarbeurs is not liable for any direct or indirect loss or costs of the Client.

## **CHAPTER III PARTICIPATION LEAD GENERATION AND ADVERTISEMENTS**

Besides the Terms and Conditions, the provisions contained in this Chapter apply if Jaarbeurs offers advertising space, participation packages on the website or supplies any form of Lead Generation programmes.

### **Article 16 Website**

1. Jaarbeurs is not responsible for any factual errors or shortcomings or any other defect in the data or information contained in the Client's website. This applies to the data as well as information posted by Jaarbeurs.
2. Jaarbeurs offers the website as is, using advanced techniques. Jaarbeurs is not liable for the failure or uninterrupted functioning of the website.
3. The website contains several links to the websites of ICT providers. Where possible, Jaarbeurs verifies the information or policy offered on those websites. However, Jaarbeurs is not responsible for the information or data offered on third-party websites. This means that Jaarbeurs does not agree or

associates with any opinion/information/data of third parties.

4. Any errors or omissions in the information or data of Jaarbeurs do not entitle Clients to any form of financial compensation. Jaarbeurs is not liable towards participants or third parties for any direct, indirect or occasional loss, loss of profits, consequential loss or loss caused by negligence or oversight in providing, compiling, assembling, writing and interpreting information.

5. The information and data on the website are frequently changed. Jaarbeurs reserves the right to make improvements and/or changes to the website at any time.

#### **Article 17 Intellectual Property and Copyright**

1. The Client explicitly acknowledges that the intellectual property rights in the website and the information published on the website (text, images, layout) vest in Jaarbeurs.

#### **Article 18 Participation**

1. The different participation packages offered by Jaarbeurs are described on the Jaarbeurs website, detailing the specifications of the products and services that form an integral part of the participation packages offered.

2. Any offers for participation are valid only for a specific period, stated as such. Outside this period Clients cannot rely on earlier offers.

#### **Article 19 Miscellaneous**

1. Jaarbeurs reserves the right to send log-in codes and directions only upon receipt of payment of the invoice.

2. Clients cannot reclaim any amounts paid in the event of premature termination unless they have given notice of termination on account of Jaarbeurs' attributable failure to comply with its obligations due to bankruptcy or suspension of payments.

3. If not terminated in writing in time, the Agreement is renewed automatically by one-year periods. Notice of termination must be given in writing with due observance of a notice period of three months prior to expiry of the contractual term.

#### **Article 20 Lead Generation**

1. Lead is understood to mean:

a. Names and addresses provided to the Client of registered visitors to the website, who have made specific requests for information about the Client or about its products or services;

b. Names and addresses provided to the Client of registered visitors to the website, who by means of a so-called 'download' have requested information documents posted by the Client on the Jaarbeurs website;

c. Names and addresses provided to the Client of visitors to an Event organised by Jaarbeurs.

2. The Client has the right not to accept the lead within seven (7) working days of provision on reasonable grounds, for instance if the lead has no connection with the Client's products or services. Reasonable grounds do not include the fact that the name and address are already known to the Client.

3. After expiry of the seven working days the lead is deemed accepted and may be invoiced, which invoice the Client must pay in accordance with the effective terms.

### **IV. EVENTS**

Besides the Terms and Conditions, the provisions contained in this Chapter apply if Jaarbeurs organises or cooperates in activities such as seminars and congresses, hereinafter to be called 'Event'.

#### **Article 21 Events**

1. If Jaarbeurs' services consist of organising an Event Jaarbeurs may always demand payment of the amounts due prior to the start of the Event.

2. If the number of registrations so warrant in Jaarbeurs' opinion, Jaarbeurs has the right to combine the Event with one or more other Events or to reschedule the Event to a later date or time.

3. In the event of postponement or cancellation of an Event because of force majeure Jaarbeurs is not liable for any direct or indirect loss or costs of the Client as a result. Prior to the Event the Client must arrange for relevant and adequate insurance coverage against postponement or cancellation of the Event due to force majeure.

4. If an Event is organised in a venue leased by Jaarbeurs for that purpose any relevant terms and conditions in effect at that venue will apply also to the Agreement between Jaarbeurs and the Client.

5. If the Client uses space made available by (or through) Jaarbeurs the Client pays for all booth construction, materials, telecommunications and Internet connections, electricity, etcetera – unless

explicitly agreed otherwise contractually. The Client requires the explicit and prior written consent of Jaarbeurs for bringing in audio-visual equipment.

6. If applicable, all catering required for the Event must be purchased from Jaarbeurs.

#### **Article 22 Participation Events**

1. Jaarbeurs makes every effort to attract as many relevant visitors as possible. However, Jaarbeurs is not liable for disappointing visitor numbers.
2. Clients cannot derive any rights from registering for an Event. Jaarbeurs has the right at all times to refuse a registration or change certain elements of a registration, such as the size of the space rented, the speakers engaged, etcetera. If the variation from the Agreement constitutes a major deviation from the original agreement between Jaarbeurs and the Client, Jaarbeurs will reasonably adjust the invoice amount in agreement with the Client. Jaarbeurs, however, decides how to adjust the invoice amount.
3. Jaarbeurs reserves the right to refuse registration for an Event without stating reasons or to not take such registration under consideration.
4. Unless otherwise agreed in writing Jaarbeurs invoices the Client for the full amount due immediately upon conclusion of the Agreement.
5. Late payment of invoices may lead to exclusion from the Event, at the discretion of Jaarbeurs. Such exclusion does not suspend any payment obligations, which will remain intact.

#### **Article 23 Booth/Table Top**

1. The Client must have finished setting up the booth/table top thirty minutes before the start of the Event. The booth/table top must be staffed and furnished until the time of termination of the Event.
2. Immediately upon termination of the Event the Client must urgently clear the stand/table top.

### **CHAPTER IV FINAL PROVISIONS**

#### **Article 24 Governing Law and Disputes**

1. These terms and conditions and all agreements to which these terms apply in part or in full, or any subsequent agreements arising from such agreements are governed by Dutch law exclusively.
2. Any disputes arising from these terms and conditions or an agreement to which these terms and conditions apply or further to subsequent agreements arising from such agreements are submitted to the Court of Midden Nederland.

Established in Utrecht, Jaarbeurs B.V. is listed in the trade register under number 30149551. All offers to and legal relations of Jaarbeurs B.V. with users of Jaarbeurs IT Media are governed by the Standard Terms and Conditions of Jaarbeurs IT Media of Jaarbeurs B.V. These Standard Terms and Conditions have been filed with the Chamber of Commerce under number: 30149551.