

# GENERAL TERMS AND CONDITIONS FOR EXHIBITORS TRADE MART

*November 2018*

## **CHAPTER I**

### **GENERAL PROVISIONS**

#### **Article 1 Definitions**

In these general terms and conditions (“General Terms and Conditions”), the following terms shall have the meanings given below unless agreed otherwise in writing:

‘Accommodation Lessor’: the natural person or corporate entity which lets Jaarbeurs the space where Trade Mart is staged by Jaarbeurs.

‘Agreement’: the agreement in respect of Trade Mart between Jaarbeurs and the Exhibitor with regard to the Exhibitor's participation in Trade Mart which arises from the signing of the Quotation by the Exhibitor;

Confirmation of participation: the written confirmation drawn up and sent by Jaarbeurs further to acknowledge receipt of the quotation signed by the exhibitor. The confirmation of participation contains the specifications (dimensions of the stand space, participation fee, location) regarding the stand space made available to the exhibitor.

‘Exhibition Costs’: the payment owed by the Exhibitor to Jaarbeurs in connection with his participation in the trade fair, including costs in respect of the stand space, the use of the stand space and all other costs;

‘Exhibitor’: the natural or legal person who/which registers by signing the Quotation and the natural or legal person who/which has concluded an Agreement with Jaarbeurs;

‘Products’: the products as set out in the Offer exhibited by the Exhibitor at his stand at Trade Mart;

‘Quotation’: the provisional reservation of a specific stand space made by Jaarbeurs in writing. Jaarbeurs has the right to withdraw the quotation at all times as long as no participation agreement has been made with the exhibitor.

‘Stand Space’: the exhibition surface area made available to the Exhibitor expressed in square metres, the location and shape of which are indicated by Jaarbeurs in the Quotation;

‘Trade Mart’: Trade Mart, the permanent exhibition held in (a part of) the Beatrix building in Utrecht, in respect of which the Agreement is concluded;

‘Jaarbeurs’: Jaarbeurs B.V., the company responsible for running and organising Trade Mart.

## **Article 2 Applicability**

1. These General Terms and Conditions form an integral part of the Agreement.
2. The applicability of any general (or specific) conditions or stipulations of the Exhibitor is hereby expressly rejected by Jaarbeurs.
3. The Exhibitor shall not be entitled to transfer his registration or rights and obligations arising from the Agreement to a third party.
4. Wishes specified by the Exhibitor on the Quotation, changes and additions made by the Exhibitor and other agreements which deviate from or supplement these General Terms and Conditions will only form part of the Agreement if they are confirmed in writing by Jaarbeurs.

## **Article 3 Confirmation of Participation and Assignment**

1. After receipt of the signed Quotation Jaarbeurs will send the Exhibitor a Confirmation Letter. The Confirmation letter sets out, including but not limited to, the term of the Agreement and location and size of the stand space allocated to the Exhibitor.
2. Jaarbeurs is at all times entitled to revise the arrangement of Trade Mart and thereby change the stand space assigned to the Exhibitor or to alter or regroup groups. Costs incurred by the Exhibitor in connection with a reassignment will be born by the Exhibitor.

## **Article 4 Term of the Agreement**

1. The Agreement is entered into for the term set out in the Quotation.
2. Unless stipulated otherwise, an Agreement commences on 1 January and ends on 31 December, with a term of 12, 24 or 36 months.
3. If one of the parties does not wish to enter into a new Agreement at the end of the current Agreement, it must inform the other party of this by registered letter at least 12 weeks before the end of the Agreement.
4. The Agreement cannot be terminated prematurely by any party, with the exception of the cases described in article 8.
5. The provisions relating to dismantling the stand and the surrender of the stand space take effect immediately at the end of the Agreement.

## **Article 5 Payment**

1. Exhibiting charges are invoiced every quarter. Exhibiting charges are payable in advance. Exhibiting charges and all other charges must be paid within fourteen days of the date of invoicing, without discounting or offsetting, unless a different due date is given on the invoice.
2. Jaarbeurs has the right to invoice as soon as the Agreement has been concluded. An invoice can be preceded by an advance remittance notice.
3. The Exhibitor is liable for all costs owed to Jaarbeurs which are in any way related to its participation, regardless of whether these costs were incurred by the Exhibitor itself or by third parties acting on its behalf. Even if a different invoicing address has been provided, the Exhibitor remains jointly and severally liable towards Jaarbeurs for all costs associated with its participation in Trade Mart.
4. If any amount owed to Jaarbeurs is not paid on time, statutory interest is charged from the moment when the amount became payable. Collection costs will be borne by the Exhibitor, whereby the extrajudicial costs are set at 15% of the principal sum, without prejudice to Jaarbeurs's right to dissolve the Agreement under article 8 paragraph 2.
5. The Exhibition Costs will be indexed on 1 January of every year effective from 1 January following the effective date of the Agreement as specified in the Quotation (hereinafter: 'Revision Date'). The indexation will be based on the consumer price index figure (CPI) (2006=100) as published by the Central Bureau of Statistics (CBS). Indexation will never result in lower Exhibition Costs. The revised Exhibition Costs will be calculated according to the formula: the revised Exhibition Costs equal the Exhibition Costs effective on the Revision Date multiplied by the index figure of the calendar year two calendar years before the Revision Date divided by the index figure of the calendar year three calendar years before the Revision Date.

## **Article 6 Catalogue**

1. If Jaarbeurs decides to publish a printed and/or digital catalogue, the Exhibitor is entitled to have its name, address and business details recorded in the catalogue.
2. The Exhibitor must provide the information for the catalogue on time in the manner specified by Jaarbeurs.
3. Jaarbeurs will determine the way in which the entries are edited and reserves the right to abridge the Exhibitor's details or to deviate from the information provided by the Exhibitor in any other way, if necessary without giving reasons.
4. Except for in the case of gross negligence or intention on the part of Jaarbeurs, Jaarbeurs shall not accept any liability with respect to the Exhibitor or third parties for errors, shortcomings or omissions in the catalogue or information systems derived therefrom, nor for the fact that a digital catalogue, if applicable, is not up and running.

## **Article 7 Supplementary Services**

1. These General Terms and Conditions apply correspondingly to the additional services provided for the Trade Mart by Jaarbeurs. If third parties offer additional services for the Trade Mart, these third party's general conditions will apply to the agreement entered into in this regard, unless stipulated otherwise.
2. Unless it can be held to have acted with intent or gross negligence, Jaarbeurs accepts no responsibility towards the exhibitor or third parties for the supply of supplementary services. The Exhibitor indemnifies Jaarbeurs against claims from third parties in this regard.

## **Article 8 Cancellation, Termination**

1. The Agreement can only be terminated prematurely in one of the cases listed in this article.
2. Should the Exhibitor fail to fulfil any obligation arising from this Agreement, or fail to do so in full or in good time, including payment of the Exhibition Costs or any other amount owed to Jaarbeurs, Jaarbeurs shall be entitled, after written notification and notice of default, to dissolve the Agreement with immediate effect. In this case the Exhibitor remains obliged to pay the full Exhibiting Costs to the end of the agreed contract term and the other costs incurred in connection with its participation in full, without being able to claim reimbursement of loss, in whatever sense, with regard to the termination, and without prejudice to the right of Jaarbeurs and Accommodation Lessor to stop or suspend the supply of goods and services.
3. If an application for a payment moratorium or bankruptcy is made with respect to the Exhibitor at any time after the creation of the Agreement, the Agreement will be dissolved as a result of the simple effectuation of the aforementioned application and the Exhibitor or its successor remains liable for the full amount of the Exhibiting Costs up to the contract end-date, together with the other costs incurred by or on behalf of Jaarbeurs in connection with its participation, without prejudice to Jaarbeurs's right to demand costs, compensation and interest.
4. In the event of renovations, relocation and alterations, Jaarbeurs is entitled to terminate the Agreement then current in connection with the relocation or alteration of the allocated stand space, or to amend it.
5. In the event of acquisition, merger, change of ownership, entry into joint ventures including agency agreements, and important changes in the Products, the Exhibitor must submit a written request to amend the Agreement to Jaarbeurs. In that case Jaarbeurs has the right to terminate the Agreement with immediate effect, or to consider and treat this notification as a fresh application for participation in Trade Mart. In such case the Exhibitor will still be required to pay the Exhibition Costs in full until the end of the agreed contractual period, as well as any other costs incurred in connection with its participation, without being entitled to compensation of loss or damage in whatever sense, regarding termination and without prejudice to the right of Jaarbeurs and Accommodation Lessor to stop or suspend the supply of goods and services.

## **CHAPTER II**

### **TRADE MART**

#### **Article 9 Dates and Opening Times of Trade Mart**

1. The compulsory opening days for Trade Mart are specified annually by Jaarbeurs and notified to the Exhibitor in writing. The compulsory opening days are the standard collective Trade Mart trade fair days, and the extra opening days, which include the extra buyers' days, buying evenings and theme days, possibly for individual floors or groups of Exhibitors to be specified, on the understanding that during the compulsory opening days of Trade Mart Exhibitors are required to attend for visitors from 10.00 am to 5.00 pm and during the Spring and Autumn Fair from 10.00 am to 6.00 pm (and to 8.00 pm during late openings).
2. Exhibitors taking part in Trade Mart and exploiting booth space on the second floor of the Beatrix building must be open for visitors every Monday from 10.00 am to 5.00 pm and during the Spring and Autumn Fair from 10.00 am to 6.00 pm (and to 8.00 pm during late openings).
3. If, in Jaarbeurs' view, exceptional circumstances so justify, Jaarbeurs can amend the set dates and/or times, or decide to cancel a Trade Mart trade fair day or other opening day which has already been programmed. Exceptional circumstances include market circumstances and all other circumstances that in the opinion of Jaarbeurs, weighing all interests, could threaten the success of a Trade Mart trade fair day.
4. If paragraph 2 of this article is applied, Exhibitors cannot claim any reimbursement of loss and/or of incurred costs from Jaarbeurs.

#### **Article 10 Entry to Trade Mart**

1. The Exhibitors and their agents with an exhibitors pass can enter Trade Mart during trade fair days, extra buyers' days and buyers evenings, and on specially announced (theme) days. Jaarbeurs is at all times entitled to retract the exhibitors pass(es) which has (have) been supplied to the Exhibitor and to deny the person(s) concerned access to Trade Mart for legitimate reasons.
2. Outside the compulsory opening days, the Exhibitor can access its stand space at times to be determined by Jaarbeurs. A memo setting out the times when the Exhibitor can access the stand space is available on request.

#### **Article 11 Compulsory Opening of the Stand Space**

1. The Exhibitor is obliged to maintain an adequate range of products and adequate level of staffing on the stand space on the compulsory opening days as described in article 9 throughout the compulsory opening times, and not to obscure the visitors' view of the displayed products.
2. Should the Exhibitor violate (one of) the obligation(s) stipulated under paragraph 1, the Exhibitor shall, without notification or notice of default being required in this regard, owe an immediately due and payable penalty of EUR 250,- per day. This fine must be paid within 10 days without claiming discount and/or offsetting of debts. In the event of the repetition of a breach within one calendar year, the penalty for each breach (repetition) will be increased by EUR 250,- per day.
3. Jaarbeurs can, on the written request of an Exhibitor, grant permission for the stand to remain closed because of religious beliefs or because of other extraordinary circumstances, this at Jaarbeurs's discretion.
4. Without prejudice to the provisions of paragraph 2 of this article, Jaarbeurs is entitled to apply article 8 paragraph 2 in the event of a complete or partial breach of the provisions of the first paragraph.

### **Article 12 Products Displayed**

1. Jaarbeurs will not intervene in disputes - including disputes about intellectual property rights - between Exhibitors.
2. If Jaarbeurs so requires, the Exhibitor is obliged to show that it is entitled to display certain products. Jaarbeurs is entitled to remove or commission the removal of everything which it displayed contrary to the provisions of the preceding sentence at the Exhibitor's expense and risk.
3. The Exhibitor's goods are and will remain at its risk and expense at all times (including construction and dismantling period). Jaarbeurs rejects any liability with regard to damage to, loss or theft of the Exhibitor's goods.
4. The Exhibitor will arrange the transportation, arrival and receipt of goods which belong to it or are delivered for the purpose of its participation. Jaarbeurs will not accept the Exhibitor's goods, nor is it responsible for them in any way.

### **Article 13 Use of Stand Space**

1. The Exhibitor is not entitled:
  - a) to allow third parties full or partial usage of the stand, to (sub)let the stand and/or to allow third parties to use the stand. The party whose name appears on the Agreement must also be the user of the stand space;
  - b) to use or commission the use of the stand space for a purpose other than that described in the Agreement;
  - c) to use the stand space in such a way that other Exhibitors or visitors suffer loss and/or nuisance as a result in the form of noise pollution, obstruction of access to gangways, obstruction of light or view or nuisance in any other form, all at Jaarbeurs's discretion;
  - d) to use open, flowing, spraying and/or atomising water on or near the stand space in order to demonstrate products except with express written permission from Jaarbeurs (and Accommodation Lessor). The Exhibitor must strictly comply with all instructions given in this regard;
  - e) to use or store hazardous materials and/or goods, including highly flammable materials, explosives, gasses or chemical pesticides, asbestos keeping or radioactive materials in or near its stand space;
  - f) to place or mount goods, furniture, hanging signs or advertising material in the broadest sense of the term outside or above the stand space;
  - g) to distribute or proffer or commission the distribution or proffering of pricelists, leaflets, brochures or other advertising material outside the stand space;
  - h) to make or commission drawings, photographs, film or video recordings of objects other than its own stand space except with prior written permission from Jaarbeurs;
  - i) to demand or request an entrance fee or reimbursement or performance of any kind from visitors for visiting the stand space or attending demonstrations, presentations etc. there;
  - j) to perform activities in or around its stand which, in Jaarbeurs's view, could harm Trade Mart in general, such as activities which could be offensive to certain (groups of) people, activities which breach the public peace and decency, and activities which could otherwise harm the image of Trade Mart;
  - k) to carry out or commission any kind of survey amongst the visitors to Trade Mart;
  - l) to keep or allow animals or pets in Trade Mart in any way.
2. The Exhibitor is responsible for supervising its stand space and the goods present there.
3. In using the stand space the Exhibitor must comply with the provisions contained in these General Terms and conditions, other (safety) regulations and directions issued by Jaarbeurs and/or Accommodation Lessor as well as applicable government and fire regulations.

### **Article 14 Selling**

Unless specially permitted, the selling of any product by the Exhibitor to a visitor, regardless of their status, in return for immediate or virtually immediate release of the bought product during Trade Mart opening is prohibited.

## **CHAPTER III**

### **STAND DESIGN, TECHNICAL AND SAFETY REGULATIONS**

#### **Article 15 Stand Design and Stand Furnishings**

1. In designing and furnishing the stand space, the Exhibitor must abide by the provisions of these General Terms and Conditions, other (safety) regulations and instructions issued by Jaarbeurs and/or Accommodation Lessor and the applicable public and fire brigade regulations.
2. The stand space is provided to the Exhibitor without structures, furnishings, fittings or any technical facilities whatsoever, unless the Agreement stipulates otherwise.
3. The stand must be able to be disassembled and moved.
4. The Exhibitor must arrange partitions, stand façade, floor covering, ceilings and systems, taking account of the provisions of these regulations.
5. The Exhibitor is required to submit all plans, designs and/or models to Jaarbeurs for approval four weeks before stand construction commences. The condition of the stand and the design of the stand and the overall furnishing may not have a deleterious impact on the environment or sector within which the stand will be situated, as determined exclusively by Jaarbeurs. Only when the aforementioned approval has been granted by Jaarbeurs may construction work start.
6. The stand structure may not interfere with the proper working of fire protection equipment, the ventilation system and the heating system.
7. The stand design must take account of both the floor covering and ceilings in the gangways and of security.
8. Approval of the construction and the electrical system by Jaarbeurs or Accommodation Lessor is required even if the Exhibitor is taking over a predecessor's stand structure.
9. The Exhibitor must ensure that the stand facades look attractive at all times. If, in Jaarbeurs's view, the stand facades do not look attractive or have a deleterious impact on the relevant environment or sector within which the stand is situated, Jaarbeurs can take all the steps which it deems necessary at the Exhibitor's expense and risk.
10. The Exhibitor is obliged to adequately cover the floor covering in the gangway in front of the stand before carrying out stand construction or painting work.
11. Paint-spraying is not permitted in the gangways.

#### **Article 16 Access to the Stand Space**

1. The Exhibitor is obliged to allow Jaarbeurs or third parties performing work on its behalf access to the stand space at all times for a (periodic) stand inspection, other technical inspections, the performance of work or the creation of connections for the Exhibitor's stand space or that of a third party.
2. The Exhibitor is obliged to leave a key to its stand space with the security service for the purpose of access to the stand in emergencies.

## **CHAPTER IV**

### **FINAL PROVISIONS**

#### **Article 17 Stand Enlargement, Relocation**

1. A request for enlargement of the stand space or relocation should be submitted to Jaarbeurs in writing at all times. Jaarbeurs has the right to reject such a request, if necessary without giving reasons, or to treat it as a new application.
2. The Exhibitor cannot invoke the fact that its request to enlarge the stand has been granted verbally.

#### **Article 18 Security in Jewels & Watches Sector**

The Exhibitors in the Jewels & Watches sector are required to pay a supplementary fee for additional security for this sector.

#### **Article 19 Dismantling the Stand**

1. At the end of the Agreement and in the event of a relocation the Exhibitor is obliged to dismantle its stand structure, vacate the stand space and surrender it empty and clean within the timescale specified by Jaarbeurs.
2. The Exhibitor must ensure the removal of all its waste, including stand construction material, in accordance with the applicable regulations.
3. The stand may only be dismantled and vacated after obtaining Jaarbeurs's prior written permission.
4. Any damage (e.g. damage arising from the release of asbestos) caused to Jaarbeurs or third parties as a result of the dismantling of a stand will be entirely at the Exhibitor's expense and risk.
5. The Exhibitor is obliged to apply for a demolition permit from the City of Utrecht. A demolition permit is required when - amongst other things - removing asbestos or generating a particular volume of demolition waste (for this see the Utrechtse Bouw Verordening (Utrecht Building Regulations)).
6. Goods left behind, including waste, will be removed at the Exhibitor's expense and risk.
7. If the stand space is not vacated within the timescale specified by Jaarbeurs, Jaarbeurs is entitled to use the stand structure and/or goods as it sees fit and if necessary to remove them at the Exhibitor's expense and risk.

#### **Article 20 Supplementary Regulations**

1. Jaarbeurs is entitled to issue supplementary (safety) regulations for the benefit of the smooth functioning of Trade Mart.
2. The Exhibitor is obliged to obey and comply strictly with the regulations specified in paragraph 1 and all regulations issued by the Accommodation Lessor and government regulations (including fire regulations).
3. Employees and agents of Jaarbeurs and the Accommodation Lessor – when properly identified – have unrestricted access to all areas, including the stand space, at all times to check on compliance with all the regulations and instructions issued.

#### **Article 21 Deviations**

1. Deviations from or supplements to these General Terms and Conditions or the Agreement in any form whatsoever shall only apply should Jaarbeurs have agreed thereto in writing.
2. In the event of conflict between the provisions of the General Terms and Conditions and/or the provisions of the Agreement, the latter shall prevail.



## **Article 22 Liability**

1. If the Exhibitor fails to comply with an obligation under these General Terms and Conditions, or fails to do so properly or on time, Jaarbeurs is entitled to take all the steps which it deems necessary for the success of Trade Mart, the maintenance of safety or otherwise, including, but not restricted to:
  - a) full or partial clearance of the stand space or sealing of the stand space with removal of the stand structure present there;
  - b) ceasing or suspending supplies of goods and services;
  - c) denying access to Trade Mart to the Exhibitor or the third party/parties which it has brought in.
2. The Exhibitor will be liable towards Jaarbeurs for all loss and damage sustained by Jaarbeurs as a result of or related to the (execution of the) Agreement, directly or indirectly, regardless whether such loss or damage was caused by an act or omission by the Exhibitor or any third parties engaged by the Exhibitor. The Exhibitor will indemnify Jaarbeurs against any and all (legal) actions of third parties, including but expressly not limited to the Accommodation Lessor, which arise from or are related to the (execution of the) Agreement.
3. Jaarbeurs, its personnel and the third parties engaged by Jaarbeurs in the execution of the Agreement will not be liable towards the Exhibitor for any loss or damage sustained by the latter directly or indirectly, as a result of or related to the (execution of the) Agreement, unless such loss or damage was caused by an intentional act or gross negligence on Jaarbeurs's part.

## **Article 23 Privacy**

1. With regard to the provision of personal and other data to Jaarbeurs, the Exhibitor 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 Exhibitor 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. All data made available to Jaarbeurs by Exhibitors or third parties are subject to Jaarbeurs Privacy Statement. That Privacy Statement can be consulted at [www.jaarbeurs.nl/privacystatement](http://www.jaarbeurs.nl/privacystatement).

## **Article 24 Amendments**

Jaarbeurs reserves the right to amend the content of these General Terms and Conditions during the term of a Agreement. Such a change will be notified to all Exhibitors in writing at all times.

## **Article 25 Disputes**

1. In all cases not covered by these General Terms and Conditions, Jaarbeurs will decide.
2. All disputes which arise between Jaarbeurs and/or Accommodation Lessor and an Exhibitor as a result of the Agreement, these General Terms and Conditions or any further Agreement entered into by the parties as a result of this will be settled by the competent court in Utrecht in accordance with Dutch law.
3. The Dutch text of the Agreement, these General Terms and Conditions or any further agreement entered into by the parties as a result of this is definitive.

Jaarbeurs B.V. has its registered offices in Utrecht and is registered with the Commercial Register under number 30149551. All offers and all legal relations from Jaarbeurs B.V. with Exhibitors from Trade Mart shall be governed by the General Terms and Conditions for Exhibitors Trade Mart which include a limitation of liability. These Terms have been filed with the Chamber of Commerce in Utrecht under number 30149551.