

JAARBEURS B.V.
GENERAL TERMS AND CONDITIONS
OF PURCHASE

2 July 2025

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CHAPTER I – GENERAL PROVISIONS

1. Definitions

In these General Terms and Conditions of Purchase, the terms listed below have the following meaning:

Agreement: all the arrangements made between Jaarbeurs and the Contractor regarding the Deliverables, including any appendices, as well as addenda and any resulting further agreements and written order confirmations/purchase orders, as well as these General Terms and Conditions of Purchase and the Venue Regulations, which form an integral part of the Agreement;

Bespoke Products: the Deliverables and Goods specifically created, performed or developed by the Contractor for Jaarbeurs under the Agreement;

Contractor: the counterparty of Jaarbeurs named in the Agreement;

Data: digital representations of acts, facts or information, and/or compilations of such acts, facts or information, including in the form of audio, visual or audiovisual recordings;

Deliverables (Deliverable): Supplies and/or Services to be provided;

Delivery: the giving of possession of the Goods to Jaarbeurs;

General Terms and Conditions of Purchase: these General Terms and Conditions of Purchase;

Goods (Good): all goods and all property rights within the meaning of Article 3:1 of the Dutch Civil Code;

IP Rights: all intellectual property rights and claims to such rights, including but not limited to copyrights, database rights and goodwill;

Jaarbeurs: Jaarbeurs B.V., a private limited liability company, having its registered office in Utrecht, the Netherlands, and maintaining a place of business at Jaarbeursplein 6, 3521 AL Utrecht, registered at the Chamber of Commerce under number 30149551, as well as all its affiliates;

Offer: an offer by the Contractor for the provision of Deliverables;

Parties (Party): Jaarbeurs and/or the Contractor;

Personnel of the Contractor: the persons and agents to be engaged by the Contractor for the performance of the Agreement, whether or not employed by the Contractor;

Request for an Offer: a request, including a Request for Proposal, of Jaarbeurs for the making of an Offer for the Deliverables to be provided;

Results (Result): everything that is created in the context of the Agreement, other than Bespoke Products and regardless of whether the Contractor thereby makes use of any

contribution from Jaarbeurs and/or third parties; and

Right of Use: the right under which Jaarbeurs is authorised to use the Results in accordance with the Agreement and the Contractor's permission to reproduce, modify, disclose, apply and edit the Results without any limitation, in any form, current or future;

SaaS: Software as a Service: the remote provision by the Contractor to Jaarbeurs of software via the internet or another network, without Jaarbeurs being provided with a physical carrier of the software.

Services (Service): the Services – including SaaS – to be provided by the Contractor under the Agreement to meet a specific need of Jaarbeurs, not being Supplies;

Supplies (Supply): the Goods to be delivered by the Contractor for the benefit of Jaarbeurs under the Agreement;

Venue Regulations: the Jaarbeurs house rules that apply from time to time to anyone who is present at the Jaarbeurs complex for any reason. The latest version of the Venue Regulations can be found at <https://www.jaarbeurs.nl/algemene-voorwaarden>;

2. Applicability

- 2.1 These General Terms and Conditions of Purchase govern the Request for an Offer, Offer(s), the Agreement, further agreements and all other acts and juridical acts of Jaarbeurs and the Contractor, including negotiation and other pre-contractual situations.
- 2.2 Deviation from these General Terms and Conditions of Purchase is possible only if the Parties have so expressly agreed in writing.
- 2.3 Jaarbeurs expressly rejects the applicability of any general or specific terms and conditions of the Contractor.
- 2.4 If any provision of these General Terms and Conditions of Purchase is void or voided, the other provisions will remain in force. The Parties will consult in order to agree on a new provision (or new provisions) to replace the void or voided provision(s), taking into account as much as possible the purpose and scope of the void or voided provision(s).
- 2.5 In addition to the provisions of this Chapter I – General Provisions, in the case of delivery of (i) Goods, (ii) Services and/or (iii) SaaS, the following furthermore apply:
 - (i) Chapter II – Provisions governing the deliveries of Goods;
 - (ii) Chapter III – Provisions governing the provision of Services;
 - (iii) Chapter IV – Provisions governing the provision of SaaS.

3. Entry into an Agreement

- 3.1 An Agreement will be entered into only if and as far as Jaarbeurs accepts an Offer by issuing a written order confirmation.
- 3.2 On the entry into an Agreement, the Contractor fully accepts these General Terms and Conditions of Purchase to the express exclusion of any general or specific terms and conditions of the Contractor, as well as any market- or industry-specific conditions.

- 3.3 Requests for Offers do not bind Jaarbeurs and serve as an invitation to the Contractor to make an Offer.
- 3.4 The Contractor's Offer has a term of validity of ninety days or such longer or shorter period as stated in the Request for an Offer. The term of validity commences on the day on which the tendering period closes or on the day specified in the Request for an Offer.
- 3.5 In the event of manifest errors in or inconsistencies between parts of the Request for an Offer from Jaarbeurs, the Contractor must consult with Jaarbeurs before making an Offer.
- 3.6 Jaarbeurs is not required to provide the Contractor with any information on whether or not an Agreement will be entered into. Any documentation provided by Jaarbeurs to the Contractor before an Offer is made must be returned to Jaarbeurs free of charge if no Agreement is entered into.
- 3.7 If the Contractor has not yet commenced the performance of the Agreement, Jaarbeurs may cancel that Agreement at any time. Under no circumstances is the Contractor entitled to any compensation from Jaarbeurs for costs or loss incurred in respect of a decision as described in this article.
- 3.8 Jaarbeurs may cancel the Agreement prematurely in the event of special circumstances. Special circumstances in any event include but are not limited to fire, national disasters, riots, epidemics, pandemics, strikes, war, terror, terrorist threats and actual or imminent natural or other disasters. Under no circumstances is the Contractor entitled to any compensation from Jaarbeurs for costs or loss incurred in respect of a decision as described in this article.
- 3.9 If the Contractor starts work without having received a written order confirmation from Jaarbeurs, it does so at its own expense and risk.

4. General obligations of the Contractor

- 4.1 The Contractor must perform its obligations under the Agreement in close cooperation with Jaarbeurs, without prejudice to the Contractor's own responsibility.
- 4.2 The Contractor must keep Jaarbeurs informed about the performance of the Agreement and provide information on request. The Contractor's obligations include but are not limited to immediately informing Jaarbeurs in writing of facts and circumstances that may lead to a delay in the performance or that have not been taken into account in the Agreement.
- 4.3 Only with Jaarbeurs's prior written consent may the Contractor have all or part of the Agreement performed by third parties or transfer rights and/or obligations arising from the Agreement to third parties. Jaarbeurs may at any time revoke this consent if it becomes apparent that these third parties are unable to perform the Agreement (or their part of the Agreement).

- 4.4 The consent, if any, referred to in Article 4.3 will not release the Contractor from any obligation under the Agreement; the Contractor is responsible for third-party input as if it were its own Deliverables.
- 4.5 The Contractor must comply with all applicable regulations in or under the law in performing the Agreement.
- 4.6 The Contractor must arrange for timely possession of all permits and orders necessary for the performance of the Agreement.

5. Quality and control

- 5.1 The Deliverables must:
- be in accordance with the provisions of the Agreement (including the specifications) in terms of the delivery date, quality, quantity, size and description;
 - be suitable for the proposed use resulting from the Agreement;
 - comply with generally applicable standards and with requirements in or under the law or treaties, including but not limited to those relating to safety, accessibility, health, the environment, Data and information security;
 - be accompanied by the necessary instructions, directions for use and manuals for Jaarbeurs and/or its personnel, in order to enable Jaarbeurs and/or its personnel to use the Deliverables independently;
 - include all licences and/or inspection certificates required for the performance of the Agreement;
 - include the drawing and other preparatory work required for the performance of the Agreement;
 - to the extent applicable, include their installation and/or placement and/or connection and/or preparation for use in such a way that the Deliverables function in accordance with the Specifications; and
 - comply in all respects with all applicable statutory requirements and regulations in terms of their design, composition and quality.
- 5.2 Jaarbeurs may inspect the Deliverables and the Contractor must cooperate where necessary.
- 5.3 Jaarbeurs may carry out or commission an inspection of the Contractor's compliance with the Agreement, possibly by engaging third parties. The Contractor must cooperate in such an inspection. The costs of this inspection will be payable by Jaarbeurs, unless the inspection reveals that the Contractor has failed to comply with one or more essential obligations and/or the costs are at the Contractor's expense.

6. Confidentiality

- 6.1 The Contractor undertakes not in any way to disclose or use for its own purposes any information that comes to its knowledge during the performance of the Agreement of whose confidential nature is or may reasonably be deemed to be known, except as far as any statutory regulation or court order requires its disclosure.

- 6.2 The Contractor must obligate the persons working for it or third parties engaged by them to comply with this duty of confidentiality.
- 6.3 In the event of breach of the preceding paragraphs by the Contractor and/or Personnel of the Contractor and/or third parties engaged by the Contractor, Jaarbeurs may suspend the Agreement with immediate effect or dissolve (*ontbinden*) it without any judicial intervention or notice of default being required. Each suspension or dissolution (*ontbinding*) will take place by written notice.
- 6.4 The Contractor must have Personnel of the Contractor sign a confidentiality declaration at Jaarbeurs's first request.
- 6.5 The Contractor must obtain written approval from Jaarbeurs for any press releases, advertisements or public announcements – including announcements via social media channels – regarding the entry or possible entry into and performance of the Agreement.
- 6.6 In the event of breach of this article, the Contractor will forfeit an immediately payable penalty of €50,000 per event, which will not affect the Contractor's possible liability for damages. Jaarbeurs is free to demand performance of the Agreement in addition to the penalty.

7. Intellectual property

- 7.1 Jaarbeurs will acquire a worldwide, unlimited, perpetual, unconditional and irrevocable Right of Use of all IP Rights to the Results (not being Bespoke Products), unless otherwise agreed in writing. Jaarbeurs accepts this Right of Use. At Jaarbeurs's first request, the Contractor must cooperate free of charge in establishing and further formalising this Right of Use. The one-off fee for this Right of Use is included in the agreed price.
- 7.2 All IP rights to Bespoke Products are vested in Jaarbeurs, unless otherwise agreed in writing. The Contractor hereby transfers all IP Rights underlying the Bespoke Products to Jaarbeurs. Jaarbeurs hereby accepts this transfer. The transfer covers all present and future rights and includes all conceivable forms of use, disclosure and reproduction, including any form of adaptation, current or future. At first request, the Contractor must cooperate free of charge in effecting and further formalising the transfer. The one-off purchase price for this transfer is included in the agreed price.
- 7.3 The Contractor will not retain or acquire any Right of Use in respect of the Bespoke Products, unless otherwise agreed in writing.
- 7.4 Jaarbeurs will remain the owner of all IP rights to contributions made by Jaarbeurs under the Agreement and any resulting Results and/or Bespoke Products. Jaarbeurs expressly reserves the copyright in respect of any work disclosed to the Contractor under the Agreement. The Contractor acknowledges this reservation. The following applies to all copyrighted works that belong to Jaarbeurs: "Copyright with respect to text and data mining and machine learning expressly reserved".

- 7.5 As far as permitted by law, the Contractor waives any personality rights to any copyrighted works created under the Agreement.
- 7.6 The Contractor warrants that the Deliverables, the Goods, the Bespoke Products, the Results and all associated or resulting items are free from all special limitations and liabilities that might prevent Jaarbeurs from using them freely, and that they do not infringe any third-party rights. The Contractor indemnifies Jaarbeurs against all third-party claims in this respect.
- 7.7 In the event of third-party claims, the Contractor must make every effort, in consultation with Jaarbeurs, to ensure that Jaarbeurs can continue the undisturbed use of the Deliverables.
- 7.8 In the event of third-party claims to which the indemnity obligation referred to in Article 7.6 applies, the Contractor must reimburse all loss incurred by Jaarbeurs, including legal costs, as well as reasonable legal fees.

8. Privacy

- 8.1 The Contractor warrants to Jaarbeurs that:
- a. it acts in full compliance with all applicable Dutch and European data protection laws and regulations, including the General Data Protection Regulation (GDPR);
 - b. all personal data that it collects, obtains, processes or stores in respect of the assignment have been lawfully obtained and processed in accordance with the GDPR, including having a valid ground within the meaning of Article 6 of the GDPR;
 - c. if it obtains personal data from third parties (such as data brokers or public sources), it checks beforehand whether these parties have lawfully collected the data and are allowed to provide it to third parties such as the Contractor; and
 - d. it takes appropriate measures to comply with the information obligations under Articles 13 and 14 of the GDPR, including transparently informing data subjects about the use of their data for the purpose of target group analysis, data enrichment or lead generation.
- 8.2 The Contractor indemnifies Jaarbeurs in and out of court against all damage, costs, penalties and fines resulting from breaches by the Contractor of all applicable Dutch and European laws and regulations in the field of personal data protection, including the GDPR.
- 8.3 If the Contractor can be regarded as a processor under the Agreement, it must sign a data processing agreement provided by Jaarbeurs. If Jaarbeurs and the Contractor can be regarded as joint controllers, the Parties will consult with each other on how they implement their responsibilities for compliance with the obligations under the GDPR, all the above in accordance with Article 26 of the GDPR.
- 8.4 If Jaarbeurs has obligations towards data subjects under the GDPR, including the obligation to rectify and/or erase personal data on request, the Contractor must, at

Jaarbeurs's first request, provide the cooperation required by Jaarbeurs to implement these rights of data subjects.

- 8.5 Without Jaarbeurs's express prior written consent, the Contractor may in no event process or commission the processing of personal data originating from or relating to Jaarbeurs outside the territory of the European Economic Area (EEA).
- 8.6 If a security breach occurs with regard to the processing of personal data under the Agreement, the Parties will notify and assist each other as far as reasonably possible.
- 8.7 The Contractor may not send unsolicited messages to Jaarbeurs or its partners, personnel of Jaarbeurs, visitors of Jaarbeurs, customers of Jaarbeurs and participants in trade fairs and events of Jaarbeurs, by e-mail, mobile phone or any other electronic channel, or mailings by post, without Jaarbeurs's consent, with the aim of selling Services and Goods.

9. Data

- 9.1 If the Goods to be supplied are capable of generating, collecting, or otherwise acquiring Data, and/or if Data is generated, collected, or otherwise acquired in the Services to be provided, the Contractor must notify Jaarbeurs accordingly.
- 9.2 The Contractor must provide Jaarbeurs free of charge with the technical ability to view the Data, and to store it for its own use. The Contractor may fulfil this obligation by, among other things:
- providing the Data to Jaarbeurs;
 - enabling Jaarbeurs to view the Data in real time and to download a copy of it;
 - retaining the Data for the duration of the Agreement and providing Jaarbeurs with a copy of the Data at its first request;
 - providing documentation to Jaarbeurs to enable Jaarbeurs to unlock the Data itself from the Good; or
 - providing links to Jaarbeurs to enable it to retrieve the Data itself via those links.
- 9.3 The Data provided or made available must be:
- provided in a generally readable electronic file format; and
 - accompanied by documentation containing an accurate, complete and detailed description of the data models underlying the Data.
- 9.4 The Contractor confirms that Jaarbeurs has the right to store and further use the Data for its own use, including Jaarbeurs's right to make the Data publicly visible and available to third parties. As far as IP rights are or become attached to the Data arising from the use by Jaarbeurs or that specifically pertain to the use by Jaarbeurs, by any name, the provisions of Article 7 regarding Results apply *mutatis mutandis*.
- 9.5 If the Data supplied by the Contractor is found to be inaccurate and/or incomplete, the Contractor must, also after termination of the Agreement, cooperate free of charge in order to correct such inaccuracy and/or incompleteness.

- 9.6 If the Contractor itself has access or joint access to the Data, the following provisions apply:
- the Contractor may use the Data only for the performance of the Agreement and the fulfilment of legal obligations incumbent on the Contractor;
 - the Contractor must destroy the Data at Jaarbeurs's first request;
 - the Contractor may not destroy the Data during the term of the Agreement without a request to do so; and
 - the Contractor must destroy the Data on termination of the Agreement, but not before expressly offering Jaarbeurs a reasonable last chance to download or otherwise obtain the Data.
- 9.7 Without prejudice to the obligation to provide proper documentation, the Contractor must at first request make every effort that may reasonably be expected of it to assist Jaarbeurs in interpreting the Data. The Contractor must comply with this obligation free of charge, unless otherwise agreed in writing.
- 9.8 The provisions of paragraphs 2 to 7 do not apply if and as far as:
- compliance with the obligations is technically impossible;
 - compliance with the obligations would conflict with other statutory obligations;
 - the Data constitutes trade secrets of the Contractor; or
 - Jaarbeurs has expressly and unambiguously informed the Contractor that it does not wish to receive or otherwise view the Data.

10. Sustainability

- 10.1 Jaarbeurs sets great store by sustainability and aims to create economic, social and ecological value. The Contractor is expected to endorse this vision and to actively contribute to a sustainable and responsible achievement of the Deliverable, both in the Contractor's own organisation and in the chain in which the Contractor operates.
- 10.2 The Contractor warrants that the Deliverable does not involve:
- child labour or forced labour;
 - degrading or unsafe working conditions;
 - discrimination or other human rights violations; or
 - environmental damage or ecologically irresponsible production processes.
- 10.3 The Contractor must comply with and act in accordance with all applicable safety, health and environmental regulations. The Contractor must furthermore conform to internationally recognised standards, such as the core labour standards of the International Labour Organisation (ILO).
- 10.4 If the Contractor establishes or suspects that environmental damage, human rights violations or other forms of socially irresponsible acts have been committed during the realisation of the Deliverable, the Contractor must immediately notify Jaarbeurs accordingly. The appropriate measures will then be jointly investigated.

- 10.5 The Contractor must endeavour to comply with the European Sustainability Directives (CSRD and CSDDD) and must cooperate with Jaarbeurs (or third parties engaged by it) in investigations in this respect.
- 10.6 At Jaarbeurs's first request, the Contractor must provide free of charge the relevant CO2 emission data regarding the Deliverable that it provides directly, or via other chain partners, to Jaarbeurs. Emission data of the Deliverable should preferably be substantiated on the basis of studies prepared in accordance with the customary methodologies, including but not limited to ISO 14067 (Carbon footprint of products) or in accordance with GHG Protocol Product Life Cycle Accounting and Reporting Standard or the *MKI* (Environmental Costs Indicator) and *MPG* (Environmental Performance for Buildings) methodologies.
- 10.7 At Jaarbeurs's first request, the Contractor must provide free of charge all the information requested and required by Jaarbeurs for the purposes of the legally required sustainability reporting (under CSRD and EU Taxonomy, among other regulations).

11. Amendments and additions

- 11.1 Amendments and additions to any provision of an Agreement or these General Terms and Conditions of Purchase will apply only if agreed in writing.
- 11.2 If an amendment or addition as referred to in Article 11.1 is agreed, it will apply only to the relevant Agreement.
- 11.3 In the event of errors in the Agreement or inconsistencies between parts of the Agreement, the Contractor must consult with Jaarbeurs before commencing its performance, so that the Agreement can be amended if necessary.

12. Equipment and materials

- 12.1 Unless otherwise agreed in writing, the Contractor must at its own expense and risk provide all the materials and equipment (including tools) – not originating from Jaarbeurs – to be used in the performance of the Agreement.
- 12.2 The Contractor is responsible and liable for the soundness of the Goods, materials and equipment used, and must insure them at its own expense and risk, unless otherwise agreed in writing.
- 12.3 At its own expense and risk, the Contractor may use goods owned by Jaarbeurs, given on loan to the Contractor for that purpose, in the performance of the Agreement. Jaarbeurs may attach conditions to this loan.

13. Time of performance

- 13.1 The Contractor will be in default by operation of law after the strict deadline(s) for the provision of the Deliverables stated in the Agreement has/have expired and those Deliverables have not or have not fully been provided.

13.2 The Contractor must inform Jaarbeurs in writing, in good time and stating the reasons, of any delay and of the measures that the Contractor will take to minimise such delay.

14. Force majeure

14.1 If the Parties are unable to perform their obligations towards each other due to non-attributable breach within the meaning of Article 6:75 of the Dutch Civil Code, that will constitute an event of force majeure. The Parties must inform each other as soon as possible of such an event or possible event of force majeure. The Parties' obligations will be suspended for the duration of the event of force majeure.

14.2 The Contractor may invoke an event of force majeure in relation to Jaarbeurs only if it notifies Jaarbeurs of that event in writing as soon as possible, while submitting documentary evidence.

14.3 An event of force majeure on the part of the Contractor in any event does not include:

- illness of Personnel of the Contractor;
- lack of Personnel of the Contractor;
- strikes;
- shortage of raw materials;
- transport problems;
- breach or non-performance of suppliers' obligations;
- breakdowns in the Contractor's production; or
- liquidity or solvency problems on the part of the Contractor.

14.4 If the event of force majeure has lasted one month, each of the Parties may dissolve (*ontbinden*) the Agreement in whole or in part by registered letter.

15. Liability and insurance

15.1 Unless otherwise agreed in writing, the Contractor is liable in the event of breach of its obligations towards Jaarbeurs for any loss incurred or to be incurred by Jaarbeurs or any third party, on the understanding that the Contractor's liability will be limited as follows:

Purchase value	Limitation of liability
for Agreements whose total value is less than or equal to €50,000	€150,000 per event and €300,000 per contract year or part of a year in which the Agreement is in force
for Agreements whose total value is more than €50,000 but less than or equal to €100,000	€300,000 per event and €500,000 per contract year or part of a year in which the Agreement is in force
for Agreements whose total value is more than €100,000 but less than or equal to €150,000	€500,000 per event and €1,000,000 per contract year or part of a year in which the Agreement is in force
for Agreements whose total value is more than €150,000 but less than or equal to €500,000	€1,500,000 per event and €3,000,000 per contract year or part of a year in which the Agreement is in force

for Agreements whose total value is more than €500,000	€3,000,000 per event and €5,000,000 per contract year or part of a year in which the Agreement is in force
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Related events will be regarded as one event for this purpose. The total value of the Agreement stated in the table above is determined by the total value of the Agreement including the resulting further agreements and/or addenda jointly.

- 15.2 The limitation of liability referred to in the preceding paragraph lapses:
- in the event of claims for damages resulting from death or injury;
 - in the event of intent or gross negligence on the part of the Contractor or its personnel;
 - in the event of violation of Article 7;
 - in the event of violation of Article 8; or
 - in the event of indemnities granted by the Contractor to Jaarbeurs in these General Terms and Conditions of Purchase or the Agreement.
- 15.3 Save for intent or gross negligence of Jaarbeurs or its executive personnel, Jaarbeurs is not liable for any loss incurred by the Contractor, its personnel or other persons engaged by the Contractor in the performance of the Agreement (including but not limited to destruction and loss of property).
- 15.4 The provisions of Article 15.3 serve as a limitation of Jaarbeurs's liability also with respect to disadvantaged Personnel of the Contractor and other disadvantaged persons engaged by the Contractor in the performance of the Agreement. The Contractor indemnifies Jaarbeurs against all claims made against Jaarbeurs by these persons involved in respect of the Agreement.
- 15.5 The Contractor must be adequately insured from the date of entry into the Agreement for the performance of the Agreement and must remain adequately insured during the performance of the Agreement.
- 15.6 The Contractor may not change the insured amount and the policy conditions during the performance of the Agreement to the detriment of Jaarbeurs, without Jaarbeurs's express prior written consent.
- 15.7 Any insurance required in the performance of the Agreement and not yet taken out by the Contractor must be taken out by the Contractor in any event for the period of performance of the Agreement.

16. Asbestos work agreements

- 16.1 The Contractor is aware and is familiar with the fact that Jaarbeurs's buildings contain asbestos.
- 16.2 The Contractor, Personnel of the Contractor and persons, agents, subcontractors and other third parties engaged by the Contractor must take this fact into account when performing their work and, if necessary, must adapt their work accordingly or take adequate protective measures.

16.3 If one of the Parties suspects the presence of asbestos, an asbestos inventory of the room in question will be made by Jaarbeurs before a proposed Agreement. The Contractor is expected to play an active signalling and advisory role in this respect (read: recognising a suspicion of asbestos), in light of its knowledge of Jaarbeurs's buildings and its expertise as an installer. Depending on the outcome of the asbestos inventory, Jaarbeurs will decide, in consultation with the Contractor, whether or not to grant the assignment. If the assignment is granted, the Parties must take into account the results and recommendations of the asbestos inventory when performing the work, and take appropriate and adequate protective measures where necessary. If the Contractor is seriously negligent in this respect, Jaarbeurs may dissolve (*ontbinden*) the Agreement in the event of default on the part of the Contractor. Jaarbeurs also reserves the right to claim damages.

16.4 Jaarbeurs does not accept any liability for damage (including damage to health) suffered by the Contractor, Personnel of the Contractor, persons and agents engaged by the Contractor, subcontractors or other third parties on the grounds of asbestos contact that was or should have been apparent to the Contractor on the basis of an asbestos inventory as referred to in Article 16.3 and that the Contractor intentionally or culpably violated. The Contractor indemnifies Jaarbeurs against any claims of Personnel of the Contractor, persons and agents engaged by the Contractor, subcontractors or other third parties on the grounds of asbestos.

17. Fine

17.1 If a penalty provision has been agreed in the Agreement, the penalty is immediately payable without any judicial intervention, notice of default or summons being required.

17.2 The penalty is without prejudice to any other rights or claims, including but not limited to Jaarbeurs's claim for performance and right to damages.

18. Prices, additions and omissions

18.1 The Contractor must perform the Agreement at the prices in euros stated in its Offer. These prices are binding and are inclusive of VAT, unless otherwise agreed. The prices include, among other things, standard packaging, transport, import duties, the necessary drawing and other preparatory work, installation and the Contractor's obligations relating to the quality requirements for the Deliverables referred to in Article 5 and other agreed obligations of the Contractor.

18.2 Additional Deliverables not reasonably included in the Agreement constitute additions only as far as this can be attributed solely to Jaarbeurs. If the Deliverables included in the Agreement are reasonably mitigated or reduced, that will constitute an omission.

18.3 Additions may be undertaken by the Contractor only after Jaarbeurs has given written permission for the content and prices of the additions. The Contractor may not invoice Jaarbeurs for additions without its written consent.

18.4 Additions or omissions will be settled at a maximum of the prices stated in the Offer, unless otherwise agreed in writing.

18.5 As far as the prices of additions or omissions are not stated in the Offer, the Contractor undertakes to offer only market-based prices for additions and omissions.

19. Invoicing and payment

19.1 Jaarbeurs will receive digital invoices from the Contractor that meet the additional requirements for electronic processing set by Jaarbeurs. If the Parties have so agreed in writing, invoices may be sent by email as PDF files to the email address provided by Jaarbeurs.

19.2 The Contractor must state the following in the invoice:

- the statutory requirements that the invoice must meet: legal name, address, postcode, place of business, bank number and required IBAN and BIC details, VAT number and Chamber of Commerce number;
- the Contractor's invoice address;
- the total invoice amount including and excluding VAT;
- the invoice date;
- a unique invoice number of the Contractor;
- a brief description of the Supply and/or Service;
- the date on which the goods or services were delivered, or the date of an advance payment; and
- any further requirements in consultation with Jaarbeurs.

Any further requirements will be stated in the Agreement or in the Request for an Offer.

19.3 Jaarbeurs applies a thirty-day payment term after receipt of the invoice, or such longer or shorter period agreed between the Parties in the Agreement. Jaarbeurs will pay the Contractor's invoice within the payment term applied. If the invoice does not meet the requirements set, the payment term will not commence.

19.4 Jaarbeurs may at any time set off amounts payable to the Contractor against any amounts that will be payable by Jaarbeurs to the Contractor.

19.5 If the Deliverables are not in conformity with the Agreement, Jaarbeurs may suspend payment in whole or in part in proportion to the shortcoming.

20. Dissolution (*ontbinding*)

20.1 If the Contractor fails in a proper or timely manner to comply with any obligation arising for it from the Agreement, or if the control over the Contractor passes to a party other than that at the time of entry into the Agreement, the Contractor will be in default and Jaarbeurs may, without any notice of default or judicial intervention being required:

- suspend the performance of the Agreement and any directly related Agreements until performance has been sufficiently secured; and/or
- dissolve (*ontbinden*) the Agreement and any directly related Agreements in whole or in part;

all the above without prejudice to Jaarbeurs's other rights under any Agreement with the Contractor and without Jaarbeurs being liable for any damages.

20.2 In the event of bankruptcy, a suspension or provisional suspension of payment, or shutdown or liquidation of the Contractor's business, all Agreements with the Contractor will be dissolved (*ontbonden*) by operation of law, unless Jaarbeurs informs the Contractor within a reasonable period that it requires performance of all or part of the relevant Agreement(s), in which case Jaarbeurs may, without any notice of default being required:

- suspend the performance of the relevant Agreement(s) until performance has been sufficiently secured; and/or
- suspend any and all of its obligations towards the Contractor, on any ground;

all the above without prejudice to Jaarbeurs's other rights under any Agreement with the Contractor and without Jaarbeurs being liable for any damages.

20.3 If an event occurs as set out in (i) Article 20.1 or (ii) Article 20.2, respectively:

(i) all claims of Jaarbeurs against the Contractor under the relevant Agreement(s);
and

(ii) all other claims of Jaarbeurs against the Contractor;

will fall due immediately and in full.

20.4 In the event of dissolution (*ontbinding*) by Jaarbeurs as referred to in paragraphs 1 and 2 of this article, no damages will be payable by Jaarbeurs to the Contractor for the Deliverables not provided by the Contractor. The Contractor must repay any undue payments made to the Contractor by Jaarbeurs, plus the statutory interest from the date on which such payment was made.

20.5 The applicability of Article 6:278 of the Dutch Civil Code is expressly excluded.

21. Annulment

21.1 If either of the Parties invokes annulment by extrajudicial declaration, that must be done by registered letter.

22. Governing law and disputes

22.1 These General Terms and Conditions of Purchase and the Agreement, as well as their formation and interpretation, are governed by Dutch law.

22.2 The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

22.3 Disputes between the Parties, including disputes that are regarded as such by only one of the Parties, will be resolved as far as possible in close consultation.

22.4 Unless otherwise prescribed by mandatory rules of law, all disputes between the Parties will be settled by the competent District Court of Midden-Nederland, Utrecht location.

CHAPTER II – PROVISIONS GOVERNING THE DELIVERIES OF GOODS

23. Deliveries

- 23.1 Delivery must take place at the agreed location and time, and is at the Contractor's expense and risk, including transport and insurance.
- 23.2 If Jaarbeurs rejects the Goods, supported by reasons, the Contractor must collect the Goods at its own expense.
- 23.3 The Goods are deemed to have been approved from the moment of full operational commissioning by Jaarbeurs, unless otherwise agreed in writing and unless certain circumstances require written approval by Jaarbeurs.
- 23.4 The Contractor must provide a warranty for the Goods for at least twenty-four months from the moment Jaarbeurs commissions the Goods, unless otherwise agreed in writing. This warranty is without prejudice to the Contractor's liability.
- 23.5 The Contractor warrants that parts of the Goods can be supplied for a period of at least five years after Delivery of the Goods or for a period agreed in writing.
- 23.6 The Contractor must provide Jaarbeurs with all the user manuals and product information related to the Goods, as well as any quality marks or quality certificates, drawn up as much as possible in the Dutch language, at no extra cost.
- 23.7 The Contractor must remedy at its own expense and risk all occurring defects of the delivered Goods after Delivery or completion, within the reasonable term set by Jaarbeurs at first notice, by repairing or replacing them.

24. Packaging and transport

- 24.1 The Contractor must arrange for proper and durable packaging as well as such security and transport of the Goods that they will reach the Delivery location in a good condition and in a sustainable manner and that unloading can take place there safely. The Contractor is responsible for complying with Dutch, European and international regulations relating to packaging.
- 24.2 The Contractor must take back all packaging free of charge, unless otherwise agreed in writing, and must arrange for their environmentally friendly disposal.

25. Transfer of ownership and risk

- 25.1 Ownership of the Goods delivered will pass at the time of Delivery, where necessary after any associated installation work. The risk will pass to Jaarbeurs on acceptance of the Goods by Jaarbeurs.

- 25.2 Acceptance of the Goods must take place by written statement from Jaarbeurs (such as a signed packing slip or timesheet), after Delivery and possible installation of the Goods. If Jaarbeurs does not accept the Goods, it will state, supported by reasons, why it withholds acceptance.

CHAPTER III – PROVISIONS GOVERNING THE PROVISION OF SERVICES

26. Services

- 26.1 The Contractor must provide the Services in a professional manner within the time period and at the place set out in the Agreement.
- 26.2 The Contractor bears full responsibility for its own Deliverables, for the Deliverables of Personnel of the Contractor, and for Deliverables of third parties engaged by the Contractor.
- 26.3 Actual provision of the Services by the Contractor or related actions do not imply unqualified approval of the Services by Jaarbeurs. Jaarbeurs reserves the right to approve, inspect or reject any Services provided.
- 26.4 Approval of the Services will require a written statement from Jaarbeurs. If Jaarbeurs does not approve the Services, it will state, supported by its reasons, why it withholds its approval.

27. Personnel of the Contractor

- 27.1 As far as Services are provided at Jaarbeurs's offices and/or in its public areas, the Contractor, Personnel of the Contractor and third parties engaged by the Contractor must comply with the Venue Regulations and any other house rules.
- 27.2 If during the performance of the Agreement it becomes apparent that a person among the Personnel of the Contractor is not acting in the interest of the proper performance of the Agreement and/or is unable to continue his or her work due to circumstances, Jaarbeurs may have the person in question replaced by the Contractor with immediate effect.
- 27.3 Replacement of Personnel of the Contractor by the Contractor requires Jaarbeurs's prior written consent, unless direct replacement is necessary or is otherwise agreed. In the latter case, oral consent from Jaarbeurs suffices. In principle, persons will be made available who have similar expertise, training and experience in accordance with the requirements in the Agreement.
- 27.4 The Contractor must arrange for the replacement of Personnel of the Contractor in the short term, but at the latest within two weeks or such shorter period as necessary. Any costs involved in the replacement will be payable by the Contractor.

27.5 The Contractor must use a G account if so required by law or by Jaarbeurs. If Jaarbeurs is faced with an additional tax assessment, these costs will be recovered in their entirety from the Contractor.

28. Warranties, liability and indemnity

28.1 The Contractor warrants that, within the framework of the Agreement, it will comply fully and without exception with the collective labour conditions scheme(s) and laws and regulations that apply to the Contractor.

28.2 The Contractor warrants that it has the permits, certificates and registrations required to fully and without exception comply with the obligations, requirements and warranties set out in the Agreement, unless otherwise agreed in writing with Jaarbeurs.

28.3 The Contractor warrants that at the time of entry into the Agreement it holds a valid SNA quality mark issued by Stichting Normering Arbeid (“SNA quality mark”) and is listed in the SNA register. The Contractor must immediately (but no later than before the next invoice sent to Jaarbeurs) notify Jaarbeurs in writing if a discrepancy (minor or major) is established in an inspection by an SNA-accredited inspection body. The Contractor must also immediately notify Jaarbeurs in writing if the Contractor is suspended/deregistered (loss of the SNA quality mark) by SNA.

28.4 The Contractor may not hire third parties or their personnel, or make self-employed persons and/or other personnel available to Jaarbeurs, without Jaarbeurs’s prior written consent.

28.5 When hiring third parties or self-employed persons and/or other personnel in order to make them available to Jaarbeurs, the Contractor warrants that only companies that have a valid SNA quality mark and that are listed in the SNA register will be used. The Contractor must conduct periodical inspections to warrant that the company engaged for making personnel available is still listed in the SNA register.

28.6 In the relationship between Jaarbeurs and the Contractor, Jaarbeurs is liable for any damage suffered by Personnel of the Contractor’s in the performance of their duties only if the damage is the result of failure by Jaarbeurs to comply with the obligations referred to in Article 7:658(1) of the Dutch Civil Code. As far as Jaarbeurs has complied with its duty of care under Article 7:658 of the Dutch Civil Code, it is not liable for any damage suffered by Personnel of the Contractor.

29. Identification and Foreign Nationals Employment Act

29.1 The Contractor warrants that, if and for as long as it makes a foreign national within the meaning of the *Vreemdelingenwet 2000* (Aliens Act 2000) and/or the *Wet arbeid vreemdelingen* (Foreign Nationals (Employment) Act) (“Foreign Nationals”) available to Jaarbeurs as Personnel of the Contractor:

- the Foreign National holds a work permit validly issued for that Foreign National that allows the Contractor to actually put the Foreign National to work at Jaarbeurs, and

that that work permit is and will remain in accordance with the Foreign Nationals (Employment) Act; and

- that the Foreign National has valid proof of identity within the meaning of the *Wet op de identificatieplicht* (Compulsory Identification Act) and that the Foreign National can present it at Jaarbeurs's first request.

29.2 Before the Foreign National commences his or her actual work at Jaarbeurs for the first time, the Contractor must provide Jaarbeurs with a paper and/or electronic copy of the Foreign National's permit and proof of identity. If these documents change in the interim, the Contractor must immediately provide Jaarbeurs with a copy of the changed document. If a document loses its validity in the interim, the Contractor must immediately notify Jaarbeurs accordingly both orally and in writing.

29.3 The Contractor warrants that as soon as any of the documents referred to in this article is not or is no longer valid, the Foreign National in question will no longer be put to work at Jaarbeurs.

29.4 Jaarbeurs may:

- keep the documents (or copies of the documents) provided by the Contractor in a manner and for a period determined by Jaarbeurs, in order to comply at all times with the obligation to retain documents and the obligation to produce proof of identity as prescribed in the Foreign Nationals (Employment) Act;
- itself inspect, or arrange for inspection by third parties appointed for this purpose by Jaarbeurs, before, during and after the work that these documents are valid and complete and relate to the Personnel of the Contractor actually present; and
- provide these documents (or copies of these documents) to the official authorised in or under the law for this purpose at his or her first request.

30. Taxes, contributions and collective labour agreement

30.1 The Contractor warrants that the payroll taxes and the national insurance and other contributions due in respect of the Personnel of the Contractor are withheld and are paid to the Tax Administration in time and in full.

30.2 The Contractor warrants that the turnover tax (VAT) due on the fee will be remitted to the Tax Administration in time and in full.

30.3 The Contractor warrants that the pay for the Personnel of the Contractor complies with the obligations imposed by the *Wet aanpak schijnconstructies* or *WAS* (Labour Market Fraud (Bogus Schemes) Act). For that reason, the Contractor must, among other things, comply with the provisions of the collective labour agreement that applies to the work. The Contractor must record all the employment conditions for the performance of the Agreement in a clear and well-organised manner. On request, the Contractor must give duly authorised bodies access to these employment conditions and cooperate in checks, audits and pay validation. If so requested, the Contractor must give Jaarbeurs access to these employment conditions if Jaarbeurs considers this necessary with a view to the prevention or handling of a pay claim regarding work performed under the Agreement.

- 30.4 At Jaarbeurs's first request, the Contractor must submit as soon as possible a written statement from the Tax Administration regarding timely and full payment of the payroll tax due for the preceding quarter in respect of the Personnel of the Contractor, as well as the turnover tax due in respect of the Services.
- 30.5 If the Contractor fails to comply in time and in full with the obligations set out in this article, Jaarbeurs may, at its discretion and without the Contractor being able to hold Jaarbeurs liable for non-compliance with any obligation under the Agreement, suspend any payment until the required written statements have been submitted. If the Contractor fails to meet its obligations as referred to in this paragraph also after written notice of default, in which the Contractor is granted a one-off period of fourteen (14) days to perform its obligations, Jaarbeurs may dissolve (*ontbinden*) the Agreement with immediate effect, without being liable for any damages or costs towards the Contractor or any third party.
- 30.6 All obligations relating to the Personnel of the Contractor, both regarding compliance with the applicable collective labour agreements and also those under tax and social insurance legislation, including any penalties (e.g., under the Foreign Nationals (Employment) Act), will be payable by the Contractor. The Contractor indemnifies Jaarbeurs against any liability in this respect.
- 30.7 The Contractor is liable for all damage suffered by Jaarbeurs due to any failure by the Contractor to perform its obligations under this article.
- 30.8 The Contractor indemnifies Jaarbeurs against third-party claims for reimbursement of loss resulting from non-performance under this article. As far as Jaarbeurs is obligated to perform any obligation of the Contractor as described in the preceding paragraphs of this article, the Contractor must reimburse to Jaarbeurs, at its first request, the amount(s) involved plus the statutory interest from the moment Jaarbeurs paid those amounts to the relevant authority.
- 30.9 The Contractor must impose all the obligations set out in this article in full on all parties with which the Contractor enters into obligations regarding the performance of the Deliverables. In doing so, the Contractor must also stipulate that these parties subsequently impose the obligations in full on parties with which obligations are entered into in respect of the provision of the Deliverables.
- 30.10 In accordance with Article 27.5, the Contractor must have a blocked account (G account). Jaarbeurs will make use of the G account to meet the obligations in respect of approved invoices of the Contractor.
- 30.11 No use will be made of the deposit in the G account if the Contractor is in possession of a decision regarding the Exculpation Scheme of the Tax Administration, which states that the Contractor is SNA certified and is also listed in an OECD country. Each year, the Contractor must provide Jaarbeurs with a current statement from the Tax Administration to that effect.

- 30.12 The Contractor is independently responsible for correct and accurate invoicing in respect of any materials used.
- 30.13 If the Contractor and/or a third party engaged by it is in arrears with the payments of turnover tax, payroll tax and employee insurance schemes, or if Jaarbeurs has serious reasons to suspect that such arrears exist, Jaarbeurs may suspend payments of invoiced amounts in whole or in part, or make full payment to the G account.

CHAPTER IV – PROVISIONS GOVERNING THE PROVISION OF SAAS

31. Implementation

- 31.1 As far as Jaarbeurs has agreed with the Contractor that the Contractor will provide implementation services, the Contractor must perform that work, install the software and set up systems in such a way that it is able to provide the SaaS services as agreed in the Agreement on the scheduled effective date.
- 31.2 The Contractor must provide the Deliverables, in any event including the Services in the implementation of the software, in such a way that Jaarbeurs's business operations are not disrupted.
- 31.3 Jaarbeurs has no obligations in respect of the implementation other than those agreed in writing beforehand.

32. Acceptance

- 32.1 The Parties will agree on the completion of the implementation on the basis of one or more tests.
- 32.2 As far as the results of a test are not satisfactory to Jaarbeurs, because test errors occur, or the test criteria yet to be specified are otherwise not met, Jaarbeurs may, without prejudice to its other rights under the law and the Agreement, set a reasonable period of time in writing for the Contractor to remedy the shortcomings. Such written notice will serve as notice of default between the Parties.
- 32.3 The Contractor must notify Jaarbeurs in writing that the shortcomings have been rectified, after which the tests referred to in Article 32.1 will be repeated.
- 32.4 If the Contractor has met the test criteria recorded in the Agreement, Jaarbeurs will confirm this in writing and the implementation will have been completed. This written confirmation will serve as acceptance of the implementation of the Deliverable between the Parties.
- 32.5 Minor shortcomings that, in Jaarbeurs's opinion, do not affect the operational performance and/or functionality of the Deliverables and minimally affect the user experience will not prevent Jaarbeurs from accepting the implementation. This is without

prejudice to the Contractor's obligation to remedy such shortcomings within a term to be agreed between Parties for that purpose.

33. Provision of SaaS service

- 33.1 The Contractor warrants that during the term of the Agreement:
- a. the Deliverables will continue to comply with applicable laws, the specifications agreed in the Agreement, service levels, and such standards, practices, skill, diligence, prudence and precaution as may be expected of a skilled and experienced professional working in the same or a similar type of business, in like or similar circumstances;
 - b. the use of the Deliverables does not cause Jaarbeurs to breach applicable law;
 - c. it continuously ensures a high level of security of the Data processed through the Deliverables, and that the standards that are customary in the sector in this respect are complied with, such as ISO 27001;
 - d. it will offer new potential uses, if available, as part of the SaaS, and;
 - e. it will make available to Jaarbeurs all functionalities and potential uses that the Contractor also makes available to other customers.
- 33.2 As far as a performance indicator (critical or other) has been agreed between Jaarbeurs and the Contractor in the form of an SLA, including the availability of all or parts of the Deliverables, the measurement of this indicator will include any form of non-availability of all or parts of the Deliverable, including but not limited to breakdowns, maintenance and situations that cannot be attributed to the Contractor.
- 33.3 Article 33.2 does not apply to decommissioning of all or parts of the Deliverable by the Contractor during a maintenance window agreed between the Parties. The Contractor must at all times observe a reasonable period to inform Jaarbeurs of any scheduled decommissioning of all or parts of the Deliverable. Decommissioning of all or parts of the Deliverable by the Contractor may in no event last longer than necessary and, unless otherwise agreed in writing, must take place outside office hours.
- 33.4 If the Deliverables are purchased by Jaarbeurs to be used during events of Jaarbeurs, they may not be taken out of use during the events in question. This also applies if a maintenance window has been agreed between the Parties that wholly or partially coincides with the event in question.
- 33.5 If the service levels agreed between the Parties are not achieved, the Contractor must:
- a. promptly conduct a root-cause analysis to determine the cause of such a shortcoming;
 - b. promptly remedy such a shortcoming;
 - c. issue a report to Jaarbeurs detailing the cause of and procedure for correcting such a shortcoming;
 - d. submit a report to Jaarbeurs detailing the preventive measures taken to prevent such a shortcoming from recurring; and
 - e. implement the agreed tools and procedures to measure and monitor the performance.

33.6 At Jaarbeurs's request, the Contractor must immediately provide Jaarbeurs with all the information, and access to information, that Jaarbeurs considers necessary regarding the performance of the Deliverables, including the service levels, tools and procedures used to measure and monitor the performance of the Deliverables.

34. Intellectual property

34.1 In addition to Article 7, the Deliverables include Jaarbeurs's right to use the Deliverables during the term of the Agreement for its intended purposes.

34.2 The fee paid by Jaarbeurs for the Deliverables includes all the licences required to use the Deliverables for the purposes intended by Jaarbeurs, unless otherwise expressly agreed between by the Parties.

34.3 In the event of an alleged infringement of a third-party intellectual property right, the Contractor must, at its own expense, take all measures that may help prevent stagnation of Jaarbeurs's business operations and limit the costs incurred and/or loss suffered by Jaarbeurs as a result.

35. Other provisions

35.1 The Contractor is aware that Jaarbeurs's business operations must be safeguarded. This also applies in the case of an event whereby the Deliverables can no longer be delivered, or in which that is possible, including but not limited to an application for suspension of payments or bankruptcy of the Contractor and/or dissolution (*ontbinding*) of the Agreement. For this reason, the Contractor must enter into all agreements and provide all reasonable cooperation to ensure that Jaarbeurs's business continuity is safeguarded in such an event.

35.2 The Contractor may:

- a. terminate the Agreement, provided that the Parties have agreed on a term, that term has expired, and the Contractor has observed a notice period of at least 12 months; or
- b. dissolve (*ontbinden*) the Agreement, if so agreed in writing between the Parties.

35.3 If all or part of the Agreement ends for any reason (prematurely or at the end of its term), the Contractor must, at Jaarbeurs's first request:

- a. cooperate in the transfer of all or parts of the Deliverables to Jaarbeurs or a third party appointed by Jaarbeurs;
- b. transfer files relating to the Supply of the Deliverables in a manner generally accepted in the IT sector to Jaarbeurs or to another supplier designated by Jaarbeurs;
- c. provide Jaarbeurs with all other necessary information; and
- d. transfer know-how and Data and provide the exit assistance to Jaarbeurs or to a third party designated by Jaarbeurs that is reasonably necessary to ensure a simple and smooth transition of the Deliverables, without any avoidable disruption and/or interruptions to Jaarbeurs's operations.

35.4 Suspension of obligations by the Contractor arising from the Agreement under Article 6:52 and/or Article 6:262 of the Dutch Civil Code is excluded.

35.5 All agreed deadlines are strict deadlines, unless otherwise expressly agreed.

These general terms & conditions of purchase have been filed with the Chamber of Commerce in Utrecht, under number 30149551 (version 2 July 2025) and can also be consulted on the Jaarbeurs website at www.jaarbeurs.nl/en/algemene-voorwaarden.