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**JAARBEURS B.V.**  
**WEBSHOP TERMS AND CONDITIONS**

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17 FEBRUARY 2023

## SUMMARY

Jaarbeurs B.V. offers exhibitors various Products and Services through its Webshop. The Services that Jaarbeurs B.V. offers via the Webshop may include catering, parking, cleaning and waste disposal, Advertising Services, and Technical Services such as water, air, electricity, internet and rigging. Products are furthermore sold and rented out through the Webshop, such as hardware for audio and video, decoration, food and beverages, and glassware.

Part A of these General Terms and Conditions governs all offers made by Jaarbeurs B.V. in its Webshop and all Agreements regarding the provision of the Services and the renting out and supply of Products.

Part B of these General Terms and Conditions consists of additional specific provisions relating to the renting out of Products, Technical Services, catering and Advertising Services.

## PART A: GENERAL PROVISIONS

### 1. DEFINITIONS

1.1 In these General Terms and Conditions the terms listed below have the following meaning:

<b>Additional Services</b>	all work and performances other than the Services provided by Jaarbeurs;
<b>Advertisement</b>	the advertising message(s), in the format specified in the Agreement, that serves to promote the Exhibitor's products or services;
<b>Advertising Services</b>	the display of the Advertisement(s) at the Location(s) during one or more Slot(s) within a Time Block during the Period;
<b>General Terms and Conditions</b>	these Webshop general terms and conditions of Jaarbeurs;
<b>GDPR</b>	General Data Protection Regulation (EU) 2016/679;
<b>Exhibition</b>	the exhibition, manifestation or event in respect of which the Exhibitor has entered into the participation agreement;
<b>Services</b>	the services to be provided by or on behalf of Jaarbeurs under the Agreement, such as Advertising Services;
<b>Exhibitor</b>	the natural person or legal entity that has entered into an Agreement and a participation agreement with Jaarbeurs;
<b>Intellectual Property Rights</b>	all intellectual or industrial property rights, including patent rights, trademark rights, design rights, copyrights, database rights, trade secrets, know-how and rights arising from the <i>Handelsnaamwet</i> (Trade Names Act);
<b>Jaarbeurs</b>	Jaarbeurs B.V., a private limited liability company, having its registered office at Jaarbeursplein 6, 3521 AL Utrecht, the Netherlands, registered with the Chamber of Commerce under number 30149551;
<b>Location(s)</b>	the location(s) agreed on between the parties in the Agreement at which an Advertisement may be displayed;
<b>Agreement</b>	the agreement between Jaarbeurs and the Exhibitor for the provision of Services and/or the supply of Products that is governed by these General Terms and Conditions;
<b>Period</b>	the period agreed in the Agreement during which the Advertisement is displayed at the Location(s) during one or more Slot(s) within a Time Block;

<b>Products</b>	the products rented out or sold by Jaarbeurs to the Exhibitor under the Agreement;
<b>Slot</b>	the time period within a Time Block, agreed in the Agreement, within which an Advertisement may be shown;
<b>Technical Services</b>	the provision of Services relating to electricity, internet, water and compressed air, as specified in more detail in the Webshop;
<b>Technical Specifications</b>	the technical specifications provided by Jaarbeurs that Products and/or Services must meet and that may change from time to time;
<b>Time Block</b>	the period agreed in the Agreement during which the Advertisement is displayed at the Location(s) during one or more Slot(s);
<b>Confidential Information</b>	all information of whose confidential nature the parties should reasonably be aware, in any event including (a) the information designated as confidential by one of the parties; and (b) Jaarbeurs' price information, procedure, methods and techniques, insofar as they have not been made public by Jaarbeurs; and
<b>Webshop</b>	Jaarbeurs' Webshop, which the Exhibitor can access using a portal.

1.2 Unless otherwise agreed in the Agreement:

- a) "written" and "in writing" include electronic communication via e-mail or the Internet;
- b) a reference to an article means a reference to an article in these General Terms and Conditions; and
- c) a date or period relating to the provision of the Services or the renting out and supply of the Products is not a strict deadline.

## 2. APPLICABILITY

2.1. These General Terms and Conditions govern every offer made by Jaarbeurs in its Webshop and every Agreement relating to the provision of the Services and the renting out and supply of Products between Jaarbeurs and the Exhibitor.

2.2. Deviations from and additions to these General Terms and Conditions are valid only if agreed in writing.

## 3. PERFORMANCE OF THE AGREEMENT

3.1. Jaarbeurs will endeavour to provide the Services and Products in accordance with the Agreement.

3.2. The parties will reasonably cooperate with each other to enable them to perform their obligations under the Agreement.

3.3. Jaarbeurs may determine the manner in which the agreements made will be performed, as well as the place where and the time at which the agreed performance will be provided by or on behalf of Jaarbeurs, unless the parties expressly agree otherwise in writing. The Exhibitor will strictly follow all regulations of Jaarbeurs regarding the use of Products and/or Services.

- 3.4. If it becomes apparent during the performance of the Agreement that minor deviations are necessary or desirable, Jaarbeurs may amend the Agreement or its performance accordingly. These deviations will be communicated to the Exhibitor where possible. If the deviations are of such a nature that a price adjustment is required, that price adjustment will take place in consultation.
- 3.5. Jaarbeurs may engage a third party to arrange for the provision of Services or the renting out and supply of Products.
- 3.6. Jaarbeurs is in no event obligated to comply with a request to provide Additional Services and Jaarbeurs may require that a separate written Agreement be entered into for that purpose.
- 3.7. If the Exhibitor is of the opinion that Products supplied or Services provided are not in compliance with the Agreement, including Products or Services not or incorrectly supplied or provided, the Exhibitor must notify Jaarbeurs accordingly in writing or by e-mail ([service@jaarbeurs.nl](mailto:service@jaarbeurs.nl)) as soon as possible after receipt but no later than during the Exhibition, failing which Jaarbeurs is in no event obligated to issue credit in whole or in part. If the Exhibitor reports a defect in a timely manner in any Product supplied or Service provided to Jaarbeurs, Jaarbeurs will make every effort to remedy that defect.

#### **4. PROVISION OF SERVICES AND SUPPLY OF PRODUCTS BY THIRD PARTIES**

- 4.1. Certain services and products shown in the Webshop may be provided and supplied only by a third party appointed by Jaarbeurs. Where appropriate, the Exhibitor must enter into the agreement for the provision of the service or the supply of the product in question directly with that party. Jaarbeurs is not responsible or liable for the provision of services and the supply of products by that third party.
- 4.2. If the Exhibitor enters into an agreement with a third party for the provision of the service or the supply of the product in question at the Exhibition, Jaarbeurs may invoice that amount to the Exhibitor on behalf of that third party at the same time as the fee payable by the Exhibitor to Jaarbeurs under the Agreement.
- 4.3. The Exhibitor is responsible for the engagement of third parties. If the third parties designated by Jaarbeurs are unsuitable for the provision of the services and the supply of the products desired by the Exhibitor, the Exhibitor must notify Jaarbeurs accordingly in good time. The parties will then assess in consultation whether the desired services and products can and may be provided by another party.

#### **5. FEE**

- 5.1. The Exhibitor will pay Jaarbeurs the amount agreed on between the parties in the Agreement.
- 5.2. All fees agreed on between the parties are exclusive of turnover tax (VAT) and other levies imposed or to be imposed by the authorities. All fees are denominated in euros and the amounts due must be paid in euros.
- 5.3. Payment for orders placed via the Webshop must be made immediately, unless otherwise stated. The order confirmation and invoice will be sent to the Exhibitor immediately after the Agreement is entered into. All invoices must be paid by the Exhibitor in accordance with the payment conditions stated in the invoice. In the absence of specific conditions, the Exhibitor must pay the full invoice amount within fourteen (14) days after the invoice date.

- 5.4. If the Agreement is entered into from the moment of construction of the Exhibition, the Exhibitor must immediately pay the amounts due to Jaarbeurs.
- 5.5. If the Exhibitor fails to pay the amounts due within the agreed period, the statutory commercial interest is payable by the Exhibitor on the outstanding amount without any notice of default being required.
- 5.6. If the Exhibitor remains in default of payment of the claim after being given notice of default, the claim may be passed on for collection to a third party, in which case the Exhibitor must also pay, in addition to the total amount then due plus the aforesaid administrative costs, the extrajudicial and judicial costs in full, including all costs charged by external experts in addition to the costs set by the court, relating to the collection of that claim or the exercising of other rights.
- 5.7. The Exhibitor may not suspend any payment and may not set off any amounts due.
- 5.8. Jaarbeurs reserves the right at any time to adjust the prices of its Products and Services (including the prices of products and services in the Webshop).

## **6. PERSONAL DATA /PRIVACY**

- 6.1. The parties will process personal data in performing the Agreement. The parties will be regarded in that respect as separate data controllers for the purpose of the GDPR.
- 6.2. The Exhibitor will process all the personal data that it processes under the Agreement in accordance with the applicable Dutch and European laws and regulations in the field of personal data protection. The Exhibitor will thereby ensure that it provides Jaarbeurs only with the personal data that Jaarbeurs is entitled to receive under those regulations, including the GDPR and the GDPR Implementation Act. The Exhibitor warrants that Jaarbeurs may display personal data, if any, under applicable laws and regulations, including the GDPR, in accordance with the Agreement.
- 6.3. The manner in which Jaarbeurs processes personal data provided to Jaarbeurs by the Exhibitor is set out in Jaarbeurs' privacy statement. That privacy statement can be found at <http://www.jaarbeurs.nl/en/privacy-statement>.
- 6.4. If the Exhibitor acts in breach of the applicable laws and regulations regarding the protection of personal data, or in breach of this provision, it is liable for all costs and loss consequently incurred by Jaarbeurs. The Exhibitor indemnifies Jaarbeurs against any fines and/or penalties imposed on Jaarbeurs by the Dutch Data Protection Authority and/or any other competent authority, and/or against claims for damages from data subjects or third parties, if they are attributable to the Exhibitor.

## **7. CONFIDENTIALITY**

- 7.1. The parties undertake to keep secret all Confidential Information received from the other party, unless the first party:
  - a) has obtained written consent from the other party to disclose the information in question to a third party; or
  - b) is obliged on the ground of a request or authorised order from a public authority or in connection with a legal obligation to disclose information to third parties.

7.2. The parties must also impose this obligation on their employees and on third parties engaged by them in the performance of the Agreement.

## **8. FORMATION, DURATION AND TERMINATION**

8.1. The Agreement is formed when an order from the Exhibitor is confirmed in writing by Jaarbeurs.

8.2. If more than one Product or Service is listed on one order, that is deemed to be an order for each Product or Service separately.

8.3. Insofar as the Agreement does not end by completion and except as otherwise agreed between the parties, the Agreement is entered into for the duration of the Exhibition and ends by operation of law when the Exhibition ends. Such termination is without prejudice to the Exhibitor's obligation to perform any then outstanding unsettled obligations under the Agreement.

8.4. The formation and/or termination of the agreement between the Exhibitor and Jaarbeurs for participation in the Exhibition, regardless of the reason, does not affect the formation or termination of the Agreement.

8.5. After the formation of the Agreement, the Exhibitor may:

- a) change one or more agreed Products or Services until the invoice is sent to the Exhibitor; and
- b) terminate the Agreement, in whole or in part, in respect of one or more Products or Services.

8.6. If the Agreement is terminated, a percentage of the amount paid for all or the relevant part of the Agreement that has been terminated in accordance with this article remains payable by the Exhibitor to Jaarbeurs:

- a) no amount is charged more than 6 months before the start of the first day of construction;
- b) 20% is charged less than 6 months but more than 3 months before the start of the first day of construction;
- c) 40% is charged less than 3 months but more than 2 months before the start of the first day of construction;
- d) 60% is charged less than 2 months but more than 1 month before the start of the first day of construction;
- e) 80% is charged less than 1 month but more than 10 working days before the start of the first day of construction; and
- f) 100% is charged as from 10 working days before the start of the first day of construction.

8.7. Termination of the Agreement (or of one or more agreed Products or Services under the Agreement) in accordance with Article 8.6 and/or amendment of the Agreement (or of one or more agreed Products or Services under the Agreement) is possible only via the Exhibitor Service, whereby Jaarbeurs reserves the right to charge an administrative fee for the termination.

8.8. Subject to the provisions of Article 8.3, Jaarbeurs may terminate all or part of the Agreement in writing, with immediate effect and without being liable for any compensation, if:

- a) the Exhibitor fails to perform any obligation under other agreements with Jaarbeurs;
- b) the Exhibitor is granted a suspension of payment, provisional or other;
- c) a petition in bankruptcy is filed against the Exhibitor;
- d) the Exhibitor's business is liquidated or terminated otherwise than for the purpose of reconstruction or a merger of companies; and/or

e) the decisive control over the Exhibitor's business changes.

8.9. Each of the parties may dissolve (*ontbinden*) the Agreement in accordance with the law. If at the moment of the dissolution the Exhibitor has already received performances under the Agreement, those performances and the related payment obligations will not be subject to cancellation. Amounts invoiced by Jaarbeurs before the dissolution in respect of the Products or Services that it has already properly supplied or provided under the Agreement remain fully due and become immediately payable at the moment of dissolution, with due observance of the preceding sentence.

8.10. Unless otherwise agreed in writing between the parties, Jaarbeurs is in no event liable to refund any moneys already received or to pay damages if the Agreement is terminated by the Exhibitor.

## **9. LIABILITY**

9.1. Jaarbeurs is not liable for any loss directly or indirectly incurred by the Exhibitor, its staff or visitors – including any consequential loss, trading loss and loss caused by theft, destruction or any other cause – except in the event of wilful misconduct or gross negligence.

## **10. FORCE MAJEURE**

10.1. For the purposes of the Agreement, 'force majeure' has the meaning given to it in Article 6:75 of the Dutch Civil Code and, insofar as not already included, war, civil war, threat of war, industrial and other actions, lockouts, local and national regulations that make the performance of the Agreement temporarily or permanently impossible, transport difficulties, default or force majeure of suppliers, the cancellation of an event or of the reservation of the location for an event, fire, power outages, epidemics, pandemics or similar civil emergencies, software failures and other serious disruptions in the business of Jaarbeurs or its suppliers.

10.2. If Jaarbeurs cannot or cannot properly perform its obligations due to an event of force majeure, those obligations will be suspended until Jaarbeurs is once again able to perform the Agreement in the agreed manner.

10.3. If the event of force majeure lasts longer than ninety (90) calendar days, the parties may terminate the Agreement in writing. The provisions of Article 8.10 and 8.9 apply *mutatis mutandis* in that case.

## **11. OTHER PROVISIONS**

11.1. The Agreement does not pertain to the transfer of any Intellectual Property Rights.

11.2. The Exhibitor indemnifies Jaarbeurs and holds it harmless from and against all claims of third parties for reimbursement of loss under the Agreement, for instance on account of infringement (or alleged infringement) of Intellectual Property Rights of those third parties, also if the claim is due to the provision of Services or the renting out or supply of Products by Jaarbeurs in accordance with the Agreement, or is otherwise due to the provision of the Services or the renting out or supply of Products.

11.3. The Exhibitor warrants that:

a. it is a legal entity or natural person acting in a professional or commercial capacity;

- b. it is entitled and fully authorised to enter into the Agreement, to grant the rights contained in it and to perform its obligations under it in full; and
  - c. it will comply with Jaarbeurs' [venue regulations](#) and will require employees, volunteers and other agents it engages for the Exhibition to do the same.
- 11.4. The Exhibitor may not sell and/or transfer the rights and/or obligations under the Agreement to a third party. Jaarbeurs may transfer its claims to payment of fees to a third party.
- 11.5. If any provision of these General Terms and Conditions is void or voided, the remaining provisions of these General Terms and Conditions remain in full force and effect.
- 11.6. Jaarbeurs reserves the right to amend these General Terms and Conditions at any time. If these General Terms and Conditions are amended, the amended version of these General Terms and Conditions forms part of any agreement entered into between Jaarbeurs and the Exhibitor after the amendment enters into force.

## **12. APPLICABLE LAW AND DISPUTES**

- 12.1. The Agreements between Jaarbeurs and the Exhibitor are governed by Dutch law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods 1980 is excluded.
- 12.2. All disputes between the parties will be submitted exclusively to the competent District Court of Midden-Nederland, location Utrecht, the Netherlands.

## **PART B: SPECIFIC PROVISIONS**

### **13. RENTING OUT OF PRODUCTS**

- 13.1. Insofar as Jaarbeurs rents Products to the Exhibitor under the Agreement, this Article 13 applies in addition to Part A (General Provisions) of these General Terms and Conditions.
- 13.2. The renting out of the Product includes only what is specified for the Product in question in the Webshop. Software, cables and other accessories required for the use of the Product are provided only insofar as specified for the Product in question in the Webshop. The Product will be installed by Jaarbeurs unless otherwise agreed in the Agreement.
- 13.3. From the moment of installation, the rented item and the use of the rented item are at the Exhibitor's risk and expense.
- 13.4. The Exhibitor may inspect or arrange for an inspection of the rented items at the time of installation. If the Exhibitor fails to do so or takes delivery of the rented items after carrying out the inspection without any comments or observations, the rented items are deemed to have been received in a sound, good and undamaged condition.
- 13.5. The Exhibitor:
  - a. must use and hold the Products with due care. The Exhibitor must take sufficient measures to prevent damage. The Exhibitor is liable for all damage to the Product or the software on the Product that occurs after delivery of the Product;



- b. may use the software on a Product only for the purpose intended under the Agreement, at the agreed location at the Exhibition and for the benefit of the Exhibitor's own organisation; and
  - c. may not change all or part of the Product and may not add anything to it. If changes or additions have nevertheless been made, the Exhibitor must undo or remove them no later than on termination of the Agreement.
- 13.6. The parties do not regard defects of any changes or additions made to a Product by or on the instructions of the Exhibitor, or any resulting changes or additions, as defects within the meaning of Article 7:204 of the Dutch Civil Code.
- 13.7. The Exhibitor must return the Products and the software on them to Jaarbeurs in their original condition on termination of the Agreement.
- 13.8. If the Exhibitor fails to return the Products and software to Jaarbeurs on termination of the Agreement, Jaarbeurs will charge the Exhibitor an amount equal to the rate agreed in the Agreement for each day on which the Exhibitor fails to return the Products and software in time, without prejudice to Jaarbeurs' right to further compensation.
- 13.9. The Exhibitor is liable for, and indemnifies Jaarbeurs and holds it harmless against, all loss incurred by Jaarbeurs in the event of damage, theft, loss, misappropriation or use contrary to the Agreement of the Product during the rental period.

#### **14. TECHNICAL SERVICES**

- 14.1. The agreed price of the Technical Services includes the connection point and the use of the Technical Service.
- 14.2. Technical Services are provided only insofar as agreed between the parties. Insofar as Jaarbeurs provides Technical Services to the Exhibitor under the Agreement, this Article 14 applies in addition to Part A (General Provisions) of these General Terms and Conditions.
- 14.3. The Exhibitor is responsible for assessing whether the Technical Service is appropriate for the purposes for which Exhibitor intends to use the Technical Service.
- 14.4. Insofar as Jaarbeurs has agreed a specific strength, speed or quality of the Technical Services with the Exhibitor, that strength, speed or quality applies only up to the connection point supplied, in addition to the agreements made between the parties under Article 14.5.
- 14.5. The Exhibitor acknowledges and accepts that Jaarbeurs relies on third parties for the provision of Technical Services. Jaarbeurs aims to provide reasonable availability, strength, speed or quality of the Technical Services in accordance with the specifications in the Agreement. However, limitations, defects and interruptions in the availability, strength, speed or quality of the Technical Services may occur and do not constitute a defect. Jaarbeurs will endeavour to resume or improve the Technical Services as soon as possible.

#### **15. CATERING**

- 15.1. Insofar as Jaarbeurs will supply food and/or beverages to the Exhibitor under the Agreement, this Article 14 applies in addition to Part A (General Provisions) of these General Terms and Conditions.
- 15.2. Jaarbeurs will endeavour to deliver the food and/or beverages to the Exhibitor at the Exhibitor's stand at the agreed time. The Exhibitor acknowledges and accepts that the quality of the food and/or beverages may decrease after

delivery to the Exhibitor, depending on the type of food and/or beverage and the manner in which the Exhibitor handles them. The further use and storage of the food and/or beverages after delivery at the Exhibitor's stand are at Exhibitor's own expense and risk.

15.3. The Exhibitor must report complaints regarding the quality of food and/or beverages to Jaarbeurs immediately after the discovery of a discrepancy, so that Jaarbeurs has the opportunity to verify (or arrange for verification of) the validity of the complaint at the location, if necessary, and to remedy it if possible.

15.4. The Exhibitor is responsible for cleaning up the food and/or beverages. Unless otherwise agreed, food and/or beverages and their packaging cannot be returned to Jaarbeurs.

## **16. ADVERTISING SERVICES**

16.1. Insofar as Jaarbeurs will provide Advertising Services to the Exhibitor under the Agreement, this Article 16 applies in addition to Part A (General Provisions) of these General Terms and Conditions.

16.2. To enable Jaarbeurs to provide its Services, the Exhibitor must submit the Advertisement in accordance with the Technical Specifications no later than five (5) working days before the agreed date on which the Advertisement is first displayed.

16.3. Jaarbeurs will endeavour to test within two (2) working days whether the Advertisement submitted by the Exhibitor meets the Technical Specifications. If the Advertisement submitted does not meet the Technical Specifications, Jaarbeurs will notify the Exhibitor accordingly and, if possible, give Exhibitor an opportunity to rectify the defects. However, the Exhibitor acknowledges and accepts that Jaarbeurs may not be able to provide its Services if it has not received an Advertisement that meets the Technical Specifications two (2) days before the agreed date on which the Advertisement is first displayed. In that case the fee agreed between the parties remains payable by the Exhibitor to Jaarbeurs.

16.4. The Exhibitor at all times remains responsible for the layout, design and content of the Advertisement. The Exhibitor indemnifies Jaarbeurs and holds it harmless from and against any claims from third parties related to any loss incurred in connection with the layout, design and content of the Advertisement.

16.5. Jaarbeurs is free not to display an Advertisement for reasons at its discretion. Jaarbeurs will in any event not display an Advertisement that is illegal and/or unlawful or, in Jaarbeurs' opinion, morally or ethically offensive. Jaarbeurs will endeavour to inform the Exhibitor within two (2) working days of the submission of an Advertisement that Jaarbeurs will not display the Advertisement. If the Exhibitor fails to submit a new Advertisement in time and in accordance with Article 16.1, the fee agreed between the parties remains payable by the Exhibitor to Jaarbeurs.

16.6. The Exhibitor acknowledges and accepts that Jaarbeurs does not provide the Services exclusively to the Exhibitor and that advertisements of other Exhibitors may also be displayed at the Location(s) during the agreed Time Block and Slot.

16.7. Jaarbeurs endeavours to ensure reasonable availability of the Advertisement at the Location(s) during a Slot or Slots. However, limitations, defects and interruptions may occur and do not constitute a defect. Jaarbeurs endeavours to resume the Services as soon as possible.

- 16.8. The Exhibitor may not process any visual material in the Advertisement in which natural persons are recognisably depicted, unless it has obtained the data subjects' express consent in accordance with the GDPR. The Exhibitor will inform data subjects about its processing of their personal data in accordance with Articles 13 and 14 of the GDPR.
- 16.9. The Exhibitor grants Jaarbeurs and the third parties engaged by it the right to use the Intellectual Property Rights in an Advertisement insofar as necessary to provide the Services.