

STANDARD TERMS AND CONDITIONS OF EVENT PARTICIPATION

These Standard Terms and Conditions apply to participation in fairs, exhibitions and other events organised by (or in cooperation with) MECC Maastricht.

ARTICLE 1 – DEFINITIONS

The terms used in these Standard Terms and Conditions have the following meanings, unless other written agreements have been made in this respect. Terms used in the singular include the plural and vice versa, in so far as the text so requires.

- 1.1 **Rules and Regulations:** The Rules and Regulations of MECC Maastricht including the general and specific rules for use of the MECC Centre, presently restricted to the safe working practices manual. The Rules and Regulations are included in the Participant's Manual.
- 1.2 **Standard Terms and Conditions:** these Standard Terms and Conditions for participation in fairs and exhibitions organised by MECC Maastricht.
- 1.3 **Participant:** each natural or legal person who has applied by means of an Application Form to be a Participant in the Event and with whom the Organisers have entered into a Participation Agreement.
- 1.4 **Participant's Manual:** the manual for the Participant containing information about participation in the Event.
- 1.5 **Participation Costs:** the costs payable by the Participant to the Organisers for the Stand Hire and, if applicable, the Stand Build-up.
- 1.6 **Participation Agreement:** agreement between the Participant and the Organisers on the basis of which the Participant is entitled to take part as such in the Event.
- 1.7 **Conditions of Participation:** the entirety of the Specific Terms and Conditions, the Standard Terms and Conditions and the Rules and Regulations.
- 1.8 **Event:** a fair, exhibition or other event to be put on by or in cooperation with MECC Maastricht, in the MECC Centre.
- 1.9 **Applicant:** each natural or legal person who has applied by means of an Application Form to be a Participant in the Event, regardless of whether this application has been accepted by the Organisers.
- 1.10 **Application Form:** form by which a potential participant applies to be a Participant in the Event. This form can be obtained from MECC Maastricht both in print and digitally.
- 1.11 **Application Fee:** the amount of the down payment owed by the Applicant to the Organisers for his application to take part in the Event.
- 1.12 **MECC Maastricht:** MECC Maastricht B.V. (a private limited liability company), which has a place of business at Duboisdomein 5a, 6229 GT Maastricht, the Netherlands, and is registered at the Trade Register in Limburg under number 58290893.
- 1.13 **Organisers:** MECC Maastricht, whether or not under the auspices of or in cooperation with one or more natural or other legal persons.
- 1.14 **Specific Terms and Conditions:** the written 'Specific Terms and Conditions for Event Participation' and the Additional Specific Terms and Conditions for Event Participation applicable to each individual Event.
- 1.15 **Stand Build-up:** the construction and fitting out of the stand, including the provision of gas, water, water drainage, power supply, telephone and other data communication connections at the stand.

- 1.16 **Stand Hire:** the hiring by the Participant of such number of square metres of stand space in the Exhibition Building as is fixed by the Organisers. The stand rental is calculated per square metre of hired stand space.
- 1.17 **MECC Centre:** the Maastricht Exhibitions and Congress Centre operated by MECC Maastricht.

ARTICLE 2 – APPLICATION

- 2.1 A person wishing to participate in the Event should submit an application for this purpose. Application to participate in the Event should be made by means of an Application Form. The fully completed and signed Application Form should be received by the Organisers by post or fax no later than the date specified in the Specific Terms and Conditions.
- 2.2 Conditional applications are not possible, other than with the prior express and written consent of the Organisers.
- 2.3 The Applicant warrants to the Organisers that the data supplied on the Application Form are correct and that the Application Form has been signed by a duly authorised person. Any incorrect data or unauthorised signatures are for the account and risk of the Applicant.
- 2.4 The Organisers will enter the data obtained by them from the Applicants in a database kept by them for this purpose. By submitting an application the Applicant authorises the use and storage of the data supplied by him.
- 2.5 The Participation Agreement is concluded solely by acceptance by the Organisers of the application, after which the Applicant becomes a Participant. The acceptance, in the form of the Participation Agreement, is sent either by post or by e-mail to the Participant at the address specified by him in the Application Form.
- 2.6 In the acceptance the Organisers state the location, type and dimensions of the stand space hired by the Participant. In allocating the stand space the Organisers will take as much account as possible of the preferences of the Participant. The allocation of the stand space is binding on the Participant as regards both the dimensions of the stand space and the location in the MECC Centre.
- 2.7 Applications which cannot be accepted immediately owing to lack of space may be put on a waiting list. A decision on these applications is taken before the opening of the Event. Locations that fall free as a result of cancellation will be allocated in the same manner.
- 2.8 The Organisers reserve the right to refuse an application on the grounds of oversubscription or for special reasons such as fear of breaches of the peace, and the bankruptcy of or suspension of payments by the Applicant or, in appropriate cases, without giving reasons. In addition, the Organisers reserve the right to grant priority as regards acceptance of applications to members of fellow event organisers (whether associations or otherwise), provided that membership of such organisations is open to undertakings of all EU member states on the basis of equality.
- 2.9 If the application is refused by the Organisers any payments (including down payments) will be refunded, with the exception of the Application Fee.
- 2.10 If the Applicant/Participant has complained about the service provided by the Organisers, he will give immediate written notice of this to the Organisers so that they can, if necessary and possible, remedy the complaint.

ARTICLE 3 – CANCELLATION

- 3.1 A lodged application may not be unilaterally withdrawn or altered by the Applicant, regardless of whether or not it has already been accepted by the Organisers and regardless of whether or not the subject is cancellation or alteration of the Stand Hire or of any Stand Build-up connected with it. If an Applicant wishes to cancel or alter an application, he must send a written request to this effect to the Organisers by registered letter. The Organisers may grant a request for cancellation of the application on condition that the Applicant in any event pays the following cancellation fee, which is based on a fixed percentage of the Participation Costs:
- upon cancellation more than 365 days before the first Event build-up day: 15% of the Participation Costs;
 - upon cancellation in the period from 365 to 183 days before the first Event build-up day: 50% of the Participation Costs;
 - upon cancellation in the period from 182 to 63 days before the first Event build-up day: 75% of the Participation Costs;
 - upon cancellation in the period from 62 to 32 days before the first Event build-up day: 100% of the Participation Costs;
 - upon cancellation in the period up to and including 31 days before the first Event build-up day: 120% of the Participation Costs;
or such higher amount as is due in the Organisers' opinion as compensation for the costs incurred and yet to be incurred as a result of the cancellation.
- 3.2 If the Participant is unable to take part in the Event owing to special circumstances beyond his control (this being a matter for assessment by the Organisers), the Organisers may terminate the Participation Agreement at the request of the Participant. In such a case the Organisers are entitled to invoice or withhold twenty five (25) per cent of the Participation Costs. The Participant will also owe all costs which the Organisers have incurred or will have to incur in connection with his application.
- 3.3 The VAT owed on the fees referred to in article 3.1 and 3.2 will also be charged. In addition, the Applicant will always owe the Application Fee.

ARTICLE 4 – RESERVATION TO MAKE CHANGES

- 4.1 The Organisers at all times reserve the right, due to special circumstances or if the organisation of the Event so requires, to change the dates and times of the Event specified in the Conditions of Participation, to change the stand space allocated to the Participant, to change the stand type and/or its location, to change the concept of the Event, or to cancel the Event. In such a case the Participant will not be entitled to claim compensation for any costs incurred and/or damage suffered as a result. The Organisers will inform the Participant of the measures and of the reasons for them and will wherever possible take any measures after consultation with the Participant.
- 4.2 Changes to dates, times, stand space, stand type and/or stand location as referred to in article 4.1 will not entitle the Participant to cancel his application wholly or partly. Article 3 will continue to apply in full.
- 4.3 If the Event is cancelled, the application, the Participation Agreement and any allocation of stand space already made will be treated as having lapsed and the payments made by the Participant to the Organisers, with the exception of the Application Fee, will be refunded after deduction of the costs already incurred by the Organisers in respect of the Event. Such costs will be wholly or partly apportioned among the Participants on a pro rata basis according to the stand space applied for by or, as the case may be, allocated to

them. This refund will be made within 60 (sixty) days of the date on which the Organisers decide to cancel the Event.

ARTICLE 5 – ADMISSION PRICES AND ADMISSION TICKETS

- 5.1 The Organisers may fix a basic admission price for the Event, which in that case will be specified in the Specific Terms and Conditions
- 5.2 The Participants in the Event will be provided free of charge with a number of participant cards, which will provide continuous admission to the Event. The Organisers will decide on the number of participant cards to be issued.
- 5.3 The participant cards referred to in article 5.2 and article 14.1 are strictly personal and may be applied for and made available only to persons who belong to the Participant's business or organisation, or third parties engaged by the Participant, unless agreed otherwise in writing with the Organisers. The Participant warrants that the participant cards will be used only in accordance with the relevant conditions.
- 5.4 Other personal continuous admission tickets will be available in consideration of payment of a price to be fixed by the Organisers. The Organisers may provide that the participant cards and/or other 'continuous' admission tickets must bear a photograph of the holder showing a good likeness.

ARTICLE 6 – EXHIBITION PROGRAMME AND PARTICIPANTS

- 6.1 The goods and services described in the Specific Terms and Conditions may be exhibited at the Event. The Organisers have the right to refuse goods and services or immediately remove goods and services - or arrange for their removal - ~~from~~ the Event without owing any damages in this respect and without having to give reasons, even if the goods and services in question are as stated on the Application Form and/or in the Specific Terms and Conditions. Any costs incurred in this connection are borne by the Participant.
- 6.2 The Organisers are entitled to take photographs and/or make film recordings of the Event and the persons present there for the marketing purposes of the Organisers. The parties concerned should permit publication of the photographs and recordings.

ARTICLE 7 – PAYMENT OBLIGATIONS

- 7.1 The Participant owes the Application Fee specified in the Specific Terms and Conditions, the Participation Costs and any other amounts specified in the Specific Terms and Conditions. Payment must be made at the latest on the due date of the relevant invoice(s). All amounts owed will be increased by the VAT due on them.
- 7.2 The Participation Costs will be invoiced in two instalments prior to the Event. The first instalment will be twenty five (25) per cent of the Participation Costs, and the second instalment will be the remainder of the Participation Costs, unless provided otherwise in the Specific Terms and Conditions. For the purpose of the stand rental calculation, part of a square metre will be treated as a full square metre.
- 7.3 If a Participant has not paid in full the amounts owed by him within the periods stipulated for such payments, article 14 will apply in full. In such a case the Participant may not claim a refund of amounts already paid.

- 7.4 If the Participant considers that he does not owe all or part of an invoice, he should inform the Organisers in writing, giving reasons, within thirty (30) days of the date of the invoice, failing which any right to reduction of the invoice amount will lapse.
- 7.5 The Organisers are entitled to set off payments made by a Participant first of all against any outstanding debts of the Participant from previous Events.

ARTICLE 8 – BUILD-UP

- 8.1 The Participant should construct and fit out the stand on the stand space allocated to him and in accordance with the Specific Terms and Conditions and any other instructions of the Organisers.
- 8.2 A design of the stand (in the form of a clear scale drawing or on the basis of a scale model accompanied by a single scale drawing) must have been submitted to the Organisers for approval by no later than the date specified in the Conditions of Participation. The Organisers have the right to refuse to approve this design. In such a case the Participant should modify the design of the stand within a period specified by the Organisers in such a way that approval can be granted after all.
- 8.3 The Organisers may terminate the Participation Agreement without warning or notice of default if:
- the Participant has not claimed the allocated stand space in good time, or
 - it becomes clear at an earlier stage that the Participant will not claim the allocated stand space in good time.

In such a case the Organisers are not obliged to refund payments already received, without prejudice to the obligation of the Participant to pay the amounts still owed.

ARTICLE 9 – VACATION AND BREAKDOWN

- 9.1 When vacating, dismantling and cleaning his stand in the Exhibition Building, the Participant must strictly comply with the relevant rules in the Conditions of Participation.
- 9.2 The Participant is obliged after the end of the Event to restore the stand space hired by him to its original condition. Any damage to the stand space and/or the MECC Centre shall be borne by the Participant.
- 9.3 The goods of the Participant that are still present in the MECC Centre after the period or periods referred to in article 10.1 may be stored or destroyed for the account and risk of the Participant.
- 9.4 The Participant is obliged to sort his stand waste in accordance with the rules set out in the Rules and Regulations and to remove it or have it removed, including (if applicable) the prescribed hire of containers. If the Participant fails to perform his obligations in this respect, the Organisers will be entitled to remove such waste – or arrange for it to be removed – in accordance with the rules at the expense of the Participant.

ARTICLE 10 – USE OF STAND SPACE AND EXHIBITION BUILDING

- 10.1 The Participant may have access to the MECC Centre solely for the purpose of constructing, fitting out, using and dismantling the stand (or arranging for it to be constructed, fitted out, used and dismantled) during such period or periods as are specified in the Specific Terms and Conditions, unless expressly agreed otherwise in writing between the Participant and the Organisers.

- 10.2 The Participant is obliged strictly to comply with the instructions given by or on behalf of the Organisers, the Municipality of Maastricht, the fire service and other authorities relating to the use of the stand space and the MECC Centre.
- 10.3 The gangways must be kept entirely free during the build-up and breakdown of the stand and during the Event. The Organisers are entitled to clear the gangways and keep them clear (or arrange for this to be done) at the expense of the Participant.
- 10.4 Unless expressly agreed otherwise in writing with the Organisers, the Participant is not permitted, among other things, to:
- a. hire out or part with possession of all or part of the stand space occupied by him to third parties, or exchange it with another Participant;
 - b. keep the stand occupied by him closed or unstaffed during the time in which the Event is open to visitors or to cover and/or remove the exhibited goods or part thereof;
 - c. engage in activities which, in the opinion of the Organisers, cause damage to or detract from the Event as such, or one or more participants, visitors, groups of visitors or third parties;
 - d. engage in activities that cause damage or nuisance to the Organisers, participants and/or visitors, namely noise nuisance, obstruction of light or view or nuisance in any other form;
 - e. engage in activities that prejudice or are likely to prejudice fair competition;
 - f. project images, amplify speech by means of loudspeakers, and play music (live or otherwise) and/or make sounds that reach the limit of seventy five (75) decibels (measured at the perimeter of the stand), without the express, written approval of the Organisers in advance;
 - g. make changes in or to the MECC Centre, for instance by gluing, painting, hacking in, breaking, drilling, nailing or otherwise damaging floors, walls, ceilings, columns and so forth;
 - h. offer or advertise goods and services that are not listed by name in the application form or have been refused or removed on the instructions of the Organisers;
 - i. sell goods or services during the Event in such a way that the goods or services concerned are handed over immediately or almost immediately;
 - j. exchange parts and accessories of exhibited goods (or arrange for their exchange) in the MECC Centre;
 - k. place or hand out goods and/or advertising material of any kind whatsoever outside the stand space occupied by him;
 - l. use the partition walls of the adjacent stands;
 - m. exhibit or otherwise use open, flowing, sprayed and/or atomised liquids at or in the vicinity of the stand during the Event, without the prior approval of the Organisers; this approval must be applied for in accordance with the Conditions of Participation;
 - n. have any flammable or explosive substances, gases and hazardous goods (including chemical pesticides and insecticides), foul-smelling substances or radioactive sources in the MECC Centre and/or have any open fires;
 - o. bring food and/or drinks into the MECC Centre or cause the same to be done, and/or stock or sell them and/or distribute them free of charge, unless they have been purchased from a caterer exclusively appointed by MECC Maastricht and the provisions of the Code of Conduct on the Provision of Alcoholic Drinks have been observed;
 - p. organise lotteries, hold competitions or peddle wares like a market trader; in the case of lotteries and competitions, the Participant must in any event himself arrange for the

necessary licences and permits and must strictly observe the applicable statutory and other regulations;

q. conduct or arrange for surveys among visitors to and Participants in the Event, other than within his own stand space.

- 10.5 The ultimate and final decision on the use of the stand space and/or the MECC Centre by the Participant rests with the Organisers.

ARTICLE 11 – INTELLECTUAL PROPERTY RIGHTS

- 11.1 The Participant is not permitted to display, offer and/or sell any goods in the MECC Centre which infringe the intellectual property rights of a third party. For this purpose intellectual property rights are deemed to include any patent, trademark, design right, copyright, know-how or domain name (or application for the same).
- 11.2 At the request of the Organisers, the Participant must show, within two (2) days of the request, that he is entitled to the intellectual property rights claimed by him. If the Participant is unable to show this or acts in breach of article 11.1, the Organisers shall be entitled to remove the goods concerned for the account and risk of the Participant and take whatever other measures that they consider necessary, without prejudice to the provisions of article 14.
- 11.3 The Organisers are the owners of the intellectual property rights relating to the Event. The Organisers may grant written permission to the Participants and other third parties to use these intellectual property rights in the manner prescribed by them.

ARTICLE 12 – CATALOGUE

A catalogue may be published and/or an Internet site may be set up by or on behalf of the Organisers on the basis of the information supplied by the Participants. The Participant is obliged to provide this information before a date made known to him by the Organisers, failing which the information will not be included in the catalogue and/or on the Internet site. Failure to provide the information in time or in full will be for the account and risk of the Participant. The Organisers and the editors appointed by them will not be liable for any errors, defects or omissions in the catalogue and/or on the Internet site, unless there has been gross negligence or intent on their part.

ARTICLE 13 – RISK AND LIABILITY

- 13.1 All goods, including packaging, which are present in the MECC Centre and belong to the Participant, his personnel or others involved as referred to in paragraph 2 of this article, are at the expense and risk of the Participant.
- 13.2 The Organisers are not liable for any damage suffered directly or indirectly by the Participant, by his personnel, by persons working on the instructions of the Participant, by the holders of participation cards and/or continuous admission tickets issued to the Participant or by his visitors, unless there has been intent or gross negligence on the part of the Organisers.
- 13.3 The Participant is liable for and must take out adequate insurance against any and all damage of any nature whatever that is caused by acts or omissions of the Participant himself, his personnel, persons who work for him or on his instructions in any way whatever, and holders of participant cards and/or continuous admission tickets issued to the Participant, and for damage which is caused in any way by his goods.

- 13.4 The Participant indemnifies the Organisers against any and all claims that third parties may bring against the Organisers in connection with its acts or omissions.
- 13.5 The Organisers will refrain from intervening in any disputes to which they are not party, including but not limited to disputes between Participants and disputes between Participants and visitors.
- 13.6 Any liability of the Organisers is limited to the amount paid out under the terms of the relevant liability insurance of the Organisers.

ARTICLE 14 – NON-PERFORMANCE

- 14.1 Where a Participant, his personnel, persons working for or on the instructions of the Participant and holders of participation cards and/or continuous admission tickets issued to the Participant act in breach of any provision of the Conditions of Participation or fail to follow an instruction given by or on behalf of the Organisers, the Organisers are entitled, without recourse to the courts and, where necessary, at the expense of the Participant, to take the following measures, including but not limited to:
- terminating all or part of the Participation Agreement, without the need for prior notice of default; and/or
 - cancelling the participant cards and/or (continuous) admission tickets issued to the person or persons in question and barring such person(s) from the Event and/or the MECC Centre with immediate effect; and/or
 - cancelling or discontinuing the stand build-up, closing the stand or vacating all or part of the stand (or arranging for this to be done), and disposing of the space thus released or left unoccupied; and/or
 - keeping possession of, storing and, if necessary, destroying the goods of the Participant and anything constructed or installed by the Participant; and/or
 - excluding the Participant concerned from participating in any other exhibitions to be organised; and/or
 - if the Participant fails to make payment in time or in full, charging the statutory commercial interest and extrajudicial costs of collection amounting to fifteen (15) per cent of the principal owed.
- 14.2 This is without prejudice to the right of the Organisers to claim full compensation for any damage suffered and/or yet to be suffered.

ARTICLE 15 – APPLICABILITY OF STANDARD TERMS AND CONDITIONS

- 15.1 If and in so far as any provision of the Standard Terms and Conditions is null and void or is declared avoided, the other provisions of these Standard Terms and Conditions will remain in force in full. MECC Maastricht will then adopt a new provision to replace the provision that is null and void or has been declared avoided, taking account as far as possible of the tenor of the former provision.
- 15.2 Any general or specific terms and conditions of the Participant are expressly declared not to be applicable.
- 15.3 In addition to the Standard Terms and Conditions, the Specific Terms and Conditions and the Rules and Regulations are applicable. If and in so far as the Specific Terms and Conditions conflict with the Standard Terms and Conditions, the Specific Terms and Conditions shall prevail unless expressly provided otherwise in writing.
- 15.4 The Standard Terms and Conditions may be derogated from only by means of a written document signed by the Organisers.

- 15.5 MECC Maastricht reserves the right to alter the Standard Terms and Conditions. Once the Standard Terms and Conditions have entered into force they replace all previous standard terms and conditions, unless expressly indicated otherwise by MECC Maastricht. The altered conditions shall apply from the date on which they are deposited at the Chamber of Commerce Maastricht.

ARTICLE 16 – DISPUTES

- 16.1 The Conditions of Participation and all legal relations which may arise between the Organisers on the one hand and the Participant and/or Applicant on the other shall be governed exclusively by Dutch law.
- 16.2 In the event of disputes resulting from the Conditions of Participation or from legal relationships arising from them, the parties will first of all consult together in order to resolve such dispute amicably. If the parties do not succeed in settling the dispute amicably, it will be decided exclusively by the competent court in Amsterdam.
- 16.3 For the purpose of notices and the like which the Organisers may wish to serve in connection with the Conditions of Participation (and their performance), the Participants choose as their address for service the office of MECC Maastricht at Duboisdomein 5a, Maastricht, the Netherlands.

ARTICLE 17 – RESIDUAL PROVISION

- 17.1 The Organisers will decide in all cases for which the Conditions of Participation make no provision or in which they are deemed unclear.
- 17.2 The Dutch text of the Conditions of Participation is decisive.
- 17.3 The Standard Terms and Conditions have been deposited at the Chamber of Commerce Maastricht.