

## **GENERAL TERMS AND CONDITIONS GOVERNING THE RENT OF STAND SPACE**

### **1. Applicable of general terms and conditions and other requirements and regulations**

- 1.** By signing this agreement/participation form, the participant undertakes to pay the agreed stand hire fee within the set terms and to actually participate in the exhibition/event in a way that corresponds to the quality and level of the exhibition/event, the latter at the discretion of the lessor. These General Terms and Conditions form an integral part of the Agreement. The applicability of any general (or specific) conditions or stipulations of the Exhibitor or other party is hereby expressly rejected by Ahoy.
- 2.** The Participant guarantees that the data supplied on the agreement / participation form are correct and that the legal representative listed on the agreement / participation form is duly authorised to represent by him / her.
- 3.** The participant declares to accept all consequences of the agreement arising from the signing of the agreement or the participation form, even if the agreement or the participation form was signed by a person who is not authorised to sign.
- 4.** For exhibitions and events organised outside Rotterdam Ahoy/elsewhere by the lessor, the rules and requirements of the relevant location and authority also apply.
- 5.** The participant is obliged to adhere to the rules on the construction and furnishing of his stand set by the Board of the location where the exhibition/event takes place, as well as the applicable laws and regulations of the relevant (local, regional, national) authority. This particularly applies to the provisions of Articles 7, 11 and 12. The lessor will inform the participant separately and in good time.

### **2. Rights and obligations lessor**

- 1.** If the participant fails to comply, fully or partially, with these terms and conditions, the lessor has the right to deny him access to the exhibition/event, and to order him to remove his stand materials and items immediately, without the participant being entitled to any damages as a result of this, and without prejudice to the other obligations of the participant under this agreement, including those relating to the agreed stand hire fee.
- 2.** The lessor reserves the right to refuse participants without stating reasons. The lessor is then entirely free to rent out/make the stand space available to third parties for the same exhibition/event at its discretion.

### **3. Rights and obligations lessee**

- 1.** The participant undertakes to list the items and/or services that will be exhibited and/or demonstrated at the exhibition/event in good time. The participant undertakes to strictly follow all terms and conditions set by the government in relation to the construction and furnishing of his stand, as well as the general terms and conditions set by the management of the building in which the exhibition/event takes place.
- 2.** The costs of connection and for the use of gas, water and/or electricity, internet and all costs in relation to the construction and furnishing of the stand, as well as the costs for the transportation of goods and/or stand materials will be borne by the participant.
- 3.** The participant undertakes to complete the construction and furnishing of his stand in good time before the opening of the exhibition/event. The deconstruction of the stand and/or the removal of items may only be started after the exhibition/event has permanently closed.
- 4.** The participant is deemed to have received the hired goods in good condition. After the end of the exhibition/event, the participant must leave his assigned stand space in the same condition as it was when it was made available to him before the start of the construction period.
- 5.** Without prior authorisation from the lessor, the participant is not permitted to keep his stand closed or leave it unmanned during the hours in which the exhibition/event is open.
- 6.** Tickets for the participant can be provided in consultation with the lessor.

7. Should the participant cancel at any time, this will not lead to an exemption of his obligation to actual participation and payment.

#### **4. Payment obligations**

1. The participant owes payment in accordance with the financial obligation of the agreement or participation form for stand rent, costs for stand construction, as well as any other contributions as referred to in Article 3.2 and the costs for any other purchased products and/or services. All amounts due will be increased with VAT.

2. Payment must be made within thirty (30) days of the invoice date, unless otherwise agreed.

3. In case of late registration, the payment must be completed before the start of the construction period.

4. The costs referred to in Article 3.2 and/or the costs for any other purchased products and/or services are at the expense of the participant and will be charged to the participant. With regard to the payment term, reference is made to what is stated on the invoice.

5. If the participant has not paid the amounts due within the specified payment term, statutory interest will be due from the first day following the payment term.

Neither is the participant allowed to participate in the exhibition/event.

6. If the participant has not paid the amounts due (in full) before the start of the set-up of the exhibition/event, the participant can be denied access to the (set-up of) the exhibition/event and/or the participation agreement can be regarded as terminated with immediate effect. In such an event, the participant remains obliged to pay all costs owed in full, without being entitled to claim compensation of costs and/or damage incurred, irrespective of the nature thereof, in relation to access being denied to the exhibition/event and/or termination of the agreement.

7. The lessor is entitled to first deduct payments made in respect of a participation from outstanding claims from previous participations at the expense of the participant.

8. The participant is not entitled to any deduction from the stand hire fee, nor to suspension of the payments due.

#### **5. Changes**

1. The lessor will determine the dates and location where the exhibition/event will be held, as well as the times for set-up and dismantling.

2. The lessor has the right to change the dates, times and/or location, stand space, stand type and/or stand or, in exceptional circumstances, the concept of the exhibition/event, which is at the discretion of the lessor. In these cases, the participant cannot claim compensation for any costs incurred and/or damage.

3. The lessor will notify the participant of a change as described in paragraph 2 no later than four (4) weeks before the start of the exhibition/event.

4. In the event of a change as described in paragraph 2, the agreement remains fully in force. The participant does not have the right to cancel the agreement in whole or in part.

5. In the event a different date, a different time and/or in a substitute space, as described in paragraph 2, is not possible and / or not appropriate, the lessor has the right to dissolve the agreement; the participant will then be entitled to a refund of the full stand hire, without any liability for charges arising for the lessor.

#### **6. Force majeure**

1. Force majeure shall mean every failure that is not caused through the fault of the lessor and failures that do not fall under lessor's risks in compliance with the agreement, regardless of whether this circumstance could have been predicted at the conclusion of the agreement.

2. In the event of force majeure, the lessor reserves the right to cancel the exhibition/event, in which case the participant cannot claim compensation for damage in any form whatsoever. The registrations and already confirmed stand spaces will be considered cancelled and the payments already made by the participant in relation to the stand hire will be refunded after deduction of the costs already incurred by the lessor. The costs that are deducted have in this specific situation been determined:

- at 10% of the stand hire and;
- the actual costs incurred for stand construction.

This refund will be made within sixty (60) days of the decision to cancel the exhibition/event.

3. If the exhibition/event is relocated / rescheduled due to force majeure, then the registrations and any already confirmed stand spaces will be considered remain in force. In this case the participant cannot claim for compensation of damages in whatever form.

## **7. Catering**

1. During exhibitions and events at Rotterdam Ahoy, the participant is not permitted to use catering other than that provided by Ahoy Horeca B.V.. Ahoy Horeca B.V., to the exclusion of all others, has the exclusive right to provide catering at Rotterdam Ahoy. In addition, Ahoy Horeca B.V., to the exclusion of all others, has the exclusive right to sell food, beverages and other consumer products at Rotterdam Ahoy. During exhibition and event days, the participant is permitted to bring convenience goods for his own use onto the site, and to bring these to the stand at times to be specified by the lessor.

2. Providing food, beverages and/or other articles of consumption in whatever form is subject to the provisions of the Commodity Inspection Department and only then allowed after obtaining prior written permission from the lessor. If third parties (including participants in the exhibition/event) suffer damages due to the provision of food, beverages and/or other articles of consumption by the participant, then the lessor is never liable against these third parties. In this case, the participant shall indemnify the lessor for any liabilities against third parties.

## **8. Construction**

1. The construction days and times of the exhibition/event are specified in the exhibitors' handbook. Deviation from these times is only possible with prior written permission from the lessor. The lessor reserves the right to delay and/ or interrupt the construction of stands without consultation, if the introduction of items requires this. During the construction days, we will inspect for construction and deconstruction cards provided by the lessor.

## **9. Deconstruction**

1. Deconstruction of the exhibition/event must be done within the time specified in the exhibitors' handbook. All stands must be completely deconstructed by that time. In the event that the participant fails to comply with this, the participant will bear any resulting costs. During the deconstruction day, we will inspect for construction and deconstruction cards provided by the lessor.

2. The participant must adhere to the guidelines on waste collection and waste separation. If in the opinion of the lessor, the quantity or nature of the waste exceeds a normal amount, waste left behind by the participant may result in costs being charged to the participant.

## **10. Delivery and removal of goods during the exhibition/event days**

1. The delivery and removal of goods during the exhibition/event days is only permitted following written permission of the lessor.
2. During the exhibitions/event, the participant is obliged to use the lessor's logistics service provider, unless otherwise agreed or determined.

## **11. Brief overview of safety regulations**

### **A. Reducing the Risk of Fire**

To reduce the risk of fire, certain regulations apply at exhibitions and events, as specified in broad lines below.

- a. Walls of stands and/or other structures must be made of wood, triplex or hardboard of at least 5 cm thickness. Textile walls to which no solid material has been applied are not permitted.
- b. Ceilings to be attached must be placed using the material specified in point a. above or be covered with fire retardant impregnated linen, jute or another material and must have thin metal wire on the bottom of 50 cm in one direction.
- c. In the opinion of the fire department, curtains to be used must be sufficiently impregnated with a fire retardant.
- d. When dressing counters, tables, etc., any material must be 10 cm above the floor and impregnated with sufficient fire retardant.
- e. It is not permitted to have highly flammable or explosive substances, gases or dangerous goods, including radiation hazards or chemical pesticides, on the stand or to light open fires or have appliances, devices, heaters, stoves, fireplaces, gas bottles and such on the stand with open fire.
- f. The hydrants and/or fire extinguishers in the building must be kept sufficiently free, as well as all emergency exits or doors marked as such in the building.
- g. No shields, such as ceilings or other objects that obstruct a sprinkler system and/or smoke detector may be placed underneath such systems without introducing additional fire extinguishing agents and smoke detectors. Exceptions to this are linked to strict regulations and are only permitted with due observance of these terms and conditions, which can be requested from the lessor. Exceptions are only permitted after the lessor has granted his approval.

### **B. Other regulations**

- a. The spaces behind the stands cannot be used for the storage of packaging.
  - b. Any gas appliances to be placed must have fixed metal gas connectors or so-called high-pressure hoses with metal connectors and be fireproof. The participant must notify the lessor in advance of the placement of gas appliances.
  - c. Floor loads that weigh more than 1,000 kg per m<sup>2</sup> must be discussed with the lessor in advance.
  - d. The participant must use the stand space in such way that other participants or visitors suffer no damage and/or nuisance in the form of obstruction of access or passages, obstruction of light or view or nuisance in any other form, at the discretion of the lessor.
- C. In addition, the participant is not permitted
- a. To allow third parties to use and/or hire the allocated stand space, fully or in part, without the consent of the lessor.
  - b. To use any space outside of his stand for the distribution of print or to advertise, without prior written permission from the lessor.
  - c. To cause nuisance to other participants, in whatever form.
  - d. To make photographic, film or video recordings of objects other than your own stand space, for which the rights are exclusively reserved for the lessor.
  - e. To attach objects of any nature whatsoever to the building and/or parts thereof, in whatever manner.

- f. To operate goods that have an unpleasant smell or cause a nuisance in any other way, or that emit an unpleasant noise or light.
- g. To use open, flowing, spraying and/or misty water in or around the stand space to demonstrate items, unless the participant has obtained express written permission from the lessor.
- h. To use soft board, cane, flammable plastic, cardboard sheeting, ribbed cardboard or any other highly flammable material.

All possibilities not mentioned here must be submitted to the lessor for approval in advance.

## **12. Stand construction**

The following rules apply for the construction of your own stand and for the different stand types:

### **A. Constructing your own stand**

If the participant has his own stand or has his own stand constructed, the participant must take the following into account:

- a. The standard construction height of the partitions is 2.50 m and the maximum construction height is 2.75 m.
- b. From 2.50 m, the partitions must be neatly finished at the back;
- c. If the height of the stand exceeds 2.75 m, the participant must submit a stand design to the lessor for approval.
- d. Up to 1 meter from the partitions, construction cannot exceed 2.75 m.
- e. If the participant deviates from point d. in the stand construction, the participant must first obtain written permission from the participants of the adjacent stands, and must then send this to the lessor for approval, along with the stand design.
- f. If the stand location of the participant is under a lower ceiling, the participant's stand height cannot exceed 2.70 m.

If this applies to the participant, the participant will be notified of this via e-mail.

### **B. Stand types**

- a. Island stand: has an open character and is accessible from four aisles. Walls cannot be placed at the edge of the stand. Any pantry or object walls must be constructed at a minimum of one meter into the stand. Each side must remain open for a minimum of 75%. The participant must submit a stand design at all times.
- b. Head stand: is accessible from three aisles and each open side must remain open for a minimum of 75%. The participant must provide one free-standing partition.
- c. Corner stand: is accessible from two aisles and each open side must remain open for a minimum of 75%. The participant must provide two free-standing partitions.
- d. Middle stand: is accessible from one aisle and the open side must remain open for a minimum of 75%. The participant must provide three free-standing partitions.

## **13. Liability**

**1.** The lessor shall not be held responsible for damage to the stand and/or items of the participant, nor for any injury sustained by the visitors in the stand. The lessor does not accept any liability for theft in any form. These risks must be covered by the participant himself.

**2.** The contractual and legal liability of the lessor against the participant is limited to the amount of the stand hire. In the event that the participant fails to meet any one of the obligations under the agreement, the lessor has the right to dissolve the agreement (in writing), fully or in part, without prior notice and this will not result in any liability for damages on the part of the lessor.

#### **14. Intellectual property rights**

1. The lessor and/organizer is entitled to the intellectual property rights related to the exhibition/event, including at least the (brand) name, logo(s) and the exhibition image.
2. The lessor and/or organizer may grant written permission to the participant, to use the (brand) name, logo(s) and/or the exhibition image for promotional purposes. In that case, the participant will only use these brands and/or images in the manner in which they have been made available by the lessor. The participant is therefore not permitted to use the brands and/or images for purposes other than the promotion of the exhibition, or to alter them in any way.
3. In the event of non-compliance with the provisions of this article, the participant, if so demanded by the lessor, is obliged to stop the use of the relevant (brand) name, logo(s) or image.

#### **15. General Data Protection Regulation/Privacy**

1. Personal data will be exchanged between parties during the performance of the agreement. Both parties are considered controllers with regard to their processing of this personal data within the meaning of the applicable laws and regulations.
2. The parties will process the personal data carefully and in accordance with the applicable laws and regulations. The parties will, among other things, implement appropriate technical and organizational measures to protect the personal data.
3. The lessor can make photo's and/or film recordings during the exhibition/event of the stand spaces and persons present for marketing purposes. The lessor will request permission for this if necessary. Participants and staff engaged by them will tolerate disclosure and/or distribution of the recordings and indemnify the lessor against any claims in this regard.
4. The participant will only process the personal data that it has received under the agreement, such as via badge scans during the exhibition/event, for the agreed provision of services.
5. The Participant will under no circumstances and in no way provide this personal data to third parties, unless this provision is necessary for the performance of the agreement or on the basis of a statutory obligation.
6. In accordance with Articles 13 and 14 of the GDPR, the Participant will inform data subjects of the Processing of their personal data, including the provision to the lessor.
7. The lessor informs the data subjects of its processing through its privacy statement.
8. The parties will each handle a request or an objection from a data subject in accordance with the applicable laws and regulations. If the participant receives a request from a data subject that also relates to the processing of Personal Data by the lessor, the participant will consult with the lessor about the handling of that request as soon as possible, yet within 7 days.
9. The participant will immediately inform the lessor of a data (security) breach. The participant also informs the lessor if he/she is in any way aware of any request from or an investigation by a supervisory authority, such as the Dutch Data Protection Authority or the Netherlands Authority for Consumers & Markets, or any other reason that could lead to such an investigation with regard to the processing of personal data in the context of the agreement between the parties.
10. The participant indemnifies the lessor against all claims, damage, costs, penalties and fines, in and out of court, that arise directly or indirectly from an attributable shortcoming in the fulfilment of the participation agreement or a violation of the applicable laws and regulations in the field of protection of personal data, including the GDPR and the Telecommunications Act.

#### **16. Other provisions**

1. These General Terms and Conditions are also subject to the House Rules of Rotterdam Ahoy, as can be found at [www.ahoy.nl/houserules](http://www.ahoy.nl/houserules). The participant agrees with its applicability. At exhibitions and events organized outside Rotterdam Ahoy/elsewhere the house rules of the location in question shall apply.
2. If the participant fails to meet an obligation under this agreement, (in addition to other legal resources used by the lessor) he must compensate the lessor for all extrajudicial costs, for example

following a summons, notice of non-performance or any operation to send or deliver to the participant, including the costs of legal aid in this regard. The extrajudicial costs are calculated according to the Dutch 2013 BGK Integrated Report, unless the actual costs turn out to be considerably higher.

**3.** The invalidity or unenforceability of any provision of these General Terms and Conditions will not affect the validity or enforceability of any other provision of the General Terms and Conditions. Any such invalid or unenforceable provision will be replaced or be deemed to be replaced by a provision that is considered to be valid and enforceable. The interpretation of the replacing provision will be as close as possible to the intent of the invalid or unenforceable provision.

**4.** This agreement is governed by Dutch law. All disputes arising from the agreement concluded between the participant and the lessor will be submitted to the competent court in Rotterdam.