

GENERAL TERMS AND CONDITIONS GOVERNING THE RENT OF STAND SPACE

1. General

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. This agreement is subject to these general terms and conditions, to the exclusion of all other general terms and conditions.

For exhibitions and events organised outside Rotterdam Ahoy/elsewhere by the lessor, the rules and requirements of the relevant location and authority also apply. 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 2, 7 and 8. The lessor will inform the participant separately and in good time.

- a. 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.
- b. 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. 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.
- c. 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.
- d. 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.
- e. Without prior authorisation from the lessor, the participant is not permitted to keep his stand closed or leave it unattended during the hours in which the exhibition/event is open.
- f. The lessor is entitled to change the already allocated stand space without the participant being able to claim damages in any form, whatever the cause.
- g. 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.
- h. The lessor reserves the right to refuse prospective participants without stating reasons. It is entirely at the lessor's discretion whether he hires out stand space to third parties for the same exhibition/event, regardless of their nature or the person/the items and/or services that they exhibit.
- i. Tickets for the participant can be provided in consultation with the lessor.
- j. Payment of the stand hire fee must be made within thirty (30) days of the invoice date. The participant owes turnover tax on the agreed hire fee. In case of late registration, the payment must be completed before the start of the construction period. 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. The lessor is entitled to retain possession of items present in the stand space until the full stand hire fee, plus any interest and costs, has been paid by the participant. The participant is not entitled to any deduction from the stand hire fee, nor to suspension of the payments due.
- k. Should the participant cancel at any time, this will not lead to an exemption of his obligation to actual participation and payment.

2. Catering

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.

Providing food, beverages and/or other articles of consumption in whatever form is subject to the provisions of the Commodity Inspection Department and the department of Special Laws of the Police Force of Rotterdam 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.

3. Force Majeure

In case of force majeure, the lessor reserves the right (in accordance with Article 6:75 of the Dutch Civil Code) to cancel the exhibition/event, in which case the participant cannot claim for compensation of damages in whatever form. 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. In this case, the agreement will be dissolved through a written confirmation of the lessee, subject to the following:

- a. If the exhibition/event is cancelled entirely, for the aforementioned reason, then the registrations and any already confirmed stand spaces will be considered as cancelled and any payments already made by the participant in relation to the stand hire will be refunded minus the costs already incurred by the lessor, which can be charged to the participants, partly or in full, in proportion based on the stand space that was hired. This refund will be made within sixty (60) days after the cancellation of the exhibition/event.
- b. If the lessor, other than in case of force majeure, decides to cancel the exhibition/event, which is at the full discretion of the lessor, then the lessor will notify the participant of this at the latest four (4) weeks before the start of the exhibition/event. Following a written declaration, the agreement will be dissolved; the participant will then be entitled to a refund of the full stand hire, without any liability for charges arising for the lessor.

4. Construction

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.

5. Deconstruction

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. 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.

6. Delivery and removal of goods during the exhibition/event days

The delivery and removal of goods during the exhibition/event days is only permitted following written permission of the lessor.

7. Brief overview of stand construction regulations

The maximum height of the stand is 2.75 m. Alterations can only be made following written permission of the lessor. Every stand must have carpeting, walls and a clear name. Every stand must be provided by the lessor with a stand number, in accordance with the numbering as used in the final floor plan issued by the lessor.

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 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.

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 m² 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.

8. 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.

9. General Data Protection Regulation

If and insofar as the lessee provides personal data to Ahoy within the context of the rental agreement:

- a. The lessee will guarantee that the lessee complies with the General Data Protection Regulation 2016/679 (GDPR) and other privacy rules that apply on the date of the agreement when providing the personal data to Ahoy, so that Ahoy may use the personal data to facilitate data subjects with respect to the exhibition/event; and
- b. Ahoy will guarantee that it processes the personal data in accordance with the GDPR and other privacy rules that apply on the date of the lease agreement for the purpose of the performance of the lease agreement.

10. Other provisions

- a. These General Terms and Conditions are also subject to the House Rules of Rotterdam Ahoy, as can be found at www.ahoy.nl/houserules. The participant agrees with its applicability. At exhibitions and events organised outside Rotterdam Ahoy/elsewhere the house rules of the location in question shall apply.
- b. 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.
- c. 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 Preliminary Work-II Report, unless the actual costs turn out to be considerably higher.
- d. 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.