

Terms and Conditions **Trade Exhibitions & Missions**

Trade show participation

The following terms & conditions as well as any and all rules and regulations laid down by the tradeshow organizer are part of the tradeshow contract which is available on request with Export Partner: trade exhibitions and missions, hereinafter referred to as "EP".

By signing the tradeshow contract each participant, hereinafter referred to as "Exhibitor" or "Participant", is bound by this contract and our own general conditions. The Exhibitor is invited to carefully read the terms & conditions and all rules and regulations laid down by tradeshow organizer. Once the signed tradeshow contract is received by EP the Exhibitor is committed to participate.

The following Terms & Conditions are applicable.

1. According to the "Handelsregisterwet 1996" the Exhibitor must be registered with the Dutch chamber of commerce;
2. The application is registered for the activity as soon as the Exhibitor has send the signed contract to EP;
3. The Exhibitor accepts the general terms and conditions, he also declares that he has sufficient command of the language of the general terms and conditions;
4. Additional information regarding the project will only be given by EP or her local partners;
5. EP will process the applications in order of receipt;
6. EP reserves the right to refuse companies who send in their application after the mentioned deadline;
7. The Exhibitor takes part in the activity and agrees to the stand- and organization costs mentioned in the contract including the one-time registration fee. Also the Exhibitor agrees to the general conditions of trade show organizer. EP reserves the right to charge the Exhibitor for additional costs if required. These costs can for example be for additional furniture, extra use of water, Wi-Fi, electricity, etc.;
8. EP reserves the right to refuse or cancel applications;

9. After signing the contract a restitution because of cancelation is no longer possible;
10. All travel- and hotel costs are for the account of the Exhibitor;
11. EP reserves the right to cancel this project if compelling reasons exist. Such as canceling or delaying the trade show by the trade show organizer, not reaching the minimum amount of square meters or in cases of force majeure. This means for example such cases as natural disasters, (civil)war, large scale fires in the countries involved, the health situation in the countries involved (e.g. Sars, COVID-19, etc.), roadblocks, strikes, import- and/or trade limitations. Already made and paid costs which cannot be retrieved will not be reimbursed by EP;
12. The Exhibitor is obliged to pay the contracted fee within 14 days after receiving the invoice (directly invoiced after receiving the signed contract). If the contracted fee is not paid in full according to the payment terms EP reserves the right to exclude the Exhibitor from participating. If that occurs the obligation for payment of the invoice remains intact.
13. If an Exhibitor cancels their participation, after signing the contract, they will be charged with the full amount of the contract;
14. Price estimates and quotations are subject to change. EP cannot be held responsible for faults or miscalculations in price quotations by third parties. After the conclusion of the contract the client may have to bear additional fees, charges and/or other costs payable to third parties that we could not reasonably calculate with or know about at the time of the conclusion of the contract. This means for example venue fees, tourist taxes, entrance fees, visa fees, administrative fees and others. These fees and charges, where applicable, are not included in our offers. All quoted prices in EURO. EP reserves the right to settle differences in possible fluctuations because of currency exchange rates;
15. For the stand/pavilion EP will use an open stand formula with several Dutch/NL elements. Every Exhibitor within the pavilion can setup their own stand according to their wishes. Bearing in mind that we would like to retain a professional design and look for the pavilion. EP determines the location of the individual participants on the pavilion. This floorplan is binding;
16. The participation to the trade show or activity is at your own risk. EP is not liable for any damages occurred before, during or after your participation to the trade show;
17. EP applies either a fixed package price or a set m² price (ex VAT) depending on the required stand size and the location. Besides the package price or m² price EP also charges a onetime registration fee. This package includes:
 - a. Collective stand building/pavilion, carpet, standard setup with sufficient presentation possibilities, white walls, name plate, lighting around the pavilion;
 - b. Registration with the trade show organizer and all communication regarding the stand, catalogue, badges and participation. Every Exhibitor is responsible for providing the necessary information for completing the online manual. EP will complete the online manual;
 - c. Settlement of payment to the trade show organizer. Purchase/hiring of extra elements such as extra chairs, tables, lighting, cooling equipment etc. will go via EP. EP will acquire competitive prices with local contacts and they will mostly charge the Exhibitor directly;
 - d. If there is sufficient interest a (digital) Kick-off event will be organized. Every participant is responsible for the personal setup of their own stand.

18. Not included in the costs of participation are: Transportation, loading, unloading, customs clearance and placing of exhibition goods/samples of the Exhibitors. Travel- and accommodation costs as well as other costs of stand personnel. Furnishing of the stand with, for example, extra chairs/tables, showcases, kitchen equipment, text-color- and photo panels, extra lighting, placing and connection of machines and/or equipment, etc. Connections for telephone and costs of calls, internet, water/waste connection, power supply and connection and other special items. Costs for stand hostesses, translators and all other costs that are not mentioned in the contract;
19. Requirements regarding the stand furnishing should be communicated to EP well in advance of all due dates so they can get a quotation for the costs and finalize the requirements with the Exhibitor;
20. The location and layout of the Netherlands Pavilion are subject to change at the sole discretion of EP and trade show organizer. The Exhibitor is committed to comply with the conditions of participation as stated by the trade show organizer. Space numbers printed on the pavilion floor plan are for pavilion reference use only. Official booth numbers will subsequently be assigned to each Exhibitor at a later date. The costs for the above and other services will be charged to the Exhibitor after the exhibition. Stand construction: By signing the contract the Exhibitor accepts the obligation to use the services of the stand builder appointed by EP;
21. Exhibitor's Insurance: Exhibitors must obtain or provide insurance protection. EP is not liable for Exhibitors' participation in the tradeshow and all that is related this participation;
22. Insurance: EP requires each exhibitors to provide a liability insurance policy with a minimum coverage of US\$1,000,000 per event covering their related entities and their respective Personnel as insured parties;
23. Exhibitor agrees to provide their own property and liability insurance to make payments for exhibit space and additional expenses as scheduled and not to reassign, grant or license the use of Exhibitor's space without written consent from EP. The Exhibitor agrees to keep a fully equipped, staffed stand at all opening hours throughout the tradeshow. Should an Exhibitor's stand be left unattended, EP may make provisions to equip and staff the stand at the Exhibitor's expense. Exhibitor also agrees to take responsibility for all costs for shipping, duties, and handling of all its goods and materials and the removal of said material from the exhibition site after the event. EP has the right to have any material left by an Exhibitor removed after the close of the tradeshow at the Exhibitor's expense;
24. Sharing of stand: Exhibitor agrees not to share or sublease the contracted space or stands without the express written permission of EP. In cases where Exhibitor has co-Exhibitors within its exhibit, the primary Exhibitor will be responsible for all the group payments;
25. Liability: Exhibitors, their contractors and their respective personnel participate in the tradeshow at their own risk. To the extent permitted by law EP cannot be held accountable. The tradeshow organizers, the exhibition hall facility and city in which this exhibition is being held and their officers, agents and employees can also not be held accountable for losses, suits, damages, judgments, expenses, costs and charges of any kind resulting from its occupancy of the space contracted herein for by reason of personal injuries, death, property damages or any other cause sustained by any persons or others. EP shall not be responsible for loss or damage to displays or goods belonging to Exhibitors whether resulting from fire, storms, acts of God, air conditioning or heating failure, theft,

pilferage, mysterious disappearance, bomb threats or any other causes. All such items are brought to the exhibition and displayed at Exhibitor's own risk and should be safeguarded at all times. The Exhibitor agrees that EP shall not be responsible in the event of any errors or omissions in the listings in the exhibition official directory and in any promotion;

26. Jurisdiction of any dispute arising from this contract shall be subject to the exclusive jurisdiction of the Dutch law at first instance. Interpretation and performance of this contract shall be governed by and construed in accordance with the laws of the Netherlands;
27. Photo releases: EP has explicit rights to take photos of exhibitors' booths and personnel and use them for promotional purposes, without restrictions. giving orange expanded rights to promote their events using exhibitors' imagery;
28. The signatory expressly declares that he/she is authorized to enter into this agreement on behalf of his/her company. If it subsequently appears that this is not the case, the company shall nevertheless remain bound by this agreement, unless there is malicious intent, abuse or deceit.