



Company name: \_\_\_\_\_ Telephone: \_\_\_\_\_  
 Contact person: \_\_\_\_\_  m  f Internet address: \_\_\_\_\_  
 Postal address: \_\_\_\_\_ Email address contact person: \_\_\_\_\_  
 Postal code/City: \_\_\_\_\_ Country: \_\_\_\_\_  
 Invoicing address\*: \_\_\_\_\_ Order number: \_\_\_\_\_  
 VAT-number: \_\_\_\_\_ Is your company member of FHI or FEDA or Machevo & Bulk:  Yes  No  
 \* only fill in an invoicing address if different from the postal address. Has your company participated in Industrial Processing 2016:  Yes  No  
 Exhibitors of Industrial Processing 2016 will pay the member price for WoTS 2018.

All prices given are exclusive VAT.

### 1. Stand space - 1A Free stand construction

Floor space of \_\_\_\_\_ m<sup>2</sup> without standard stand construction  Member price/m<sup>2</sup>: € 130,-  Non-member price/m<sup>2</sup>: € 220,-

According to the conditions for participation, all exhibitors are obliged to pay the system costs. The costs of the visitor registration system are € 185,- per stand and € 6,90 per m<sup>2</sup> for members. The costs of the visitor registration systems are € 200,- per stand and € 7,65 per m<sup>2</sup> for non-members.

### 1. Stand space - 1B Complete Standaardstand

#### Standtype 'Basic' modular unit

	Members	Non-members
Basic* 16 m <sup>2</sup>	<input type="checkbox"/> € 3.540,-	<input type="checkbox"/> € 5.200,-
Basic* 20 m <sup>2</sup>	<input type="checkbox"/> € 4.108,-	<input type="checkbox"/> € 6.004,-
Basic* 25 m <sup>2</sup>	<input type="checkbox"/> € 5.110,-	<input type="checkbox"/> € 7.587,-
Basic* 30 m <sup>2</sup>	<input type="checkbox"/> € 6.111,-	<input type="checkbox"/> € 9.043,-
Basic* 35 m <sup>2</sup>	<input type="checkbox"/> € 7.311,-	<input type="checkbox"/> € 10.871,-
Basic* 40 m <sup>2</sup>	<input type="checkbox"/> € 8.112,-	<input type="checkbox"/> € 12.066,-
Other surface area _____ m <sup>2</sup>	<input type="checkbox"/> On request	<input type="checkbox"/> On request

#### Options for 'Basic'

Complete: 4x chair, 1x table, 1x counter  € 245,-

#### Standtype 'Premium' in wood

	Members	Non-members
Premium* 16 m <sup>2</sup>	<input type="checkbox"/> € 4.476,-	<input type="checkbox"/> € 6.343,-
Premium* 20 m <sup>2</sup>	<input type="checkbox"/> € 5.023,-	<input type="checkbox"/> € 7.253,-
Premium* 25 m <sup>2</sup>	<input type="checkbox"/> € 6.208,-	<input type="checkbox"/> € 8.892,-
Premium* 30 m <sup>2</sup>	<input type="checkbox"/> € 7.092,-	<input type="checkbox"/> € 10.130,-
Premium* 35 m <sup>2</sup>	<input type="checkbox"/> € 8.477,-	<input type="checkbox"/> € 11.918,-
Premium* 40 m <sup>2</sup>	<input type="checkbox"/> € 9.361,-	<input type="checkbox"/> € 13.308,-
Other surface area _____ m <sup>2</sup>	<input type="checkbox"/> On request	<input type="checkbox"/> On request

#### Options for 'Premium'

Complete: 4x chair, 1x table, 1x counter in colour  € 300,-

#### Standtype 'Professional' in wood

	Members	Non-members
Professional* 16 m <sup>2</sup>	<input type="checkbox"/> € 5.153,-	<input type="checkbox"/> € 7.900,-
Professional* 20 m <sup>2</sup>	<input type="checkbox"/> € 5.682,-	<input type="checkbox"/> € 8.492,-
Professional* 25 m <sup>2</sup>	<input type="checkbox"/> € 6.551,-	<input type="checkbox"/> € 9.910,-
Professional* 30 m <sup>2</sup>	<input type="checkbox"/> € 7.446,-	<input type="checkbox"/> € 11.327,-
Professional* 35 m <sup>2</sup>	<input type="checkbox"/> € 8.659,-	<input type="checkbox"/> € 12.745,-
Professional* 40 m <sup>2</sup>	<input type="checkbox"/> € 9.334,-	<input type="checkbox"/> € 14.162,-
Other surface area _____ m <sup>2</sup>	<input type="checkbox"/> On request	<input type="checkbox"/> On request

#### Options for 'Professional'

Sales: 4x chair, 1x table, 2x folder rack  € 356,-  
 Relation: 1x bar, 3x bar stool, 1x table, 4x chair  € 523,-  
 Presentation: 4x cube, 2x table, 8x chair  € 592,-  
 Extra: Kitchen block with boiler and fridge, 1 coffee machine, water connection and 6 kW electricity connection and consumption  € 920,-

\* The prices include floor hire and registration system. For an explanation of the various types of stands we refer to the specifications on [www.wots.nl](http://www.wots.nl). Supplements on the standard stands can be requested from the online manual which is located online from the end of May 2018.

### 2. World

Please indicate below the world in which your company wishes to be placed. For a detailed floor plan and the branch division please visit [www.wots.nl](http://www.wots.nl).

- World of Laboratory (hall 7)  World of Automation - Process Automation (hall 8)  World of Industrial Processing (hall 9)  
 World of Motion & Drives (hall 10 & 11)  World of Electronics (hall 10 & 11)  World of Automation - Factory Automation (hall 11)

### 3. Preference(s)/Comments

We prefer the following.

- Stand in row  Corner stand  End stand  Island stand  Participation in pavilion, namely: \_\_\_\_\_  
 Stand higher than 2.50 metres (the maximum height allowed for stands is 5.50 metres). Our stand will be \_\_\_\_\_ metres high. Tall stands are possible in all the halls, but not in every location.  
 Stand till 2.50-3.00 metres (this is possible in all halls)  
 Using rigging above the stand. Rigging is not possible in hall 10 and partly possible in hall 9.  
 We would like to have a location in the neighbourhood of the following companies: \_\_\_\_\_

Please, take a look at the form 'hall specifications' for more details on [www.wots.nl](http://www.wots.nl).

The undersigned declares to participate in the World of Technology & Science 2018, under the conditions described in the 'General terms and conditions for participation in World of Technology & Science 2018' applicable to the exhibition and the Venue regulation of the Jaarbeurs, and declares to explicitly agree with those conditions. The general terms can be found on [www.wots.nl](http://www.wots.nl).

Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 City: \_\_\_\_\_ Signature: \_\_\_\_\_

Please, send this form to: FHI, Federation of Technology Branches, Marc Berkouwer, P.O. Box 366, 3830 AK Leusden, The Netherlands ([marc@fhi.nl](mailto:marc@fhi.nl)).

## General terms and conditions for trade fair participation World of Technology & Science 2018

### DEFINITIONS

#### Article 1

- 1.1. Accommodation Provider: the natural person or corporate entity which rents the space where the Trade Fair is held to FHI.
- 1.2. Products: the products exhibited by the Exhibitor at the Trade Fair and/or services provided by it.
- 1.3. Trade Fair: the trade fair the World of Technology & Science event as organised by FHI at its own expense and risk, with regard to which the Contract is concluded.
- 1.4. Trade Fair Accommodation: the space where the Trade Fair takes place as provided by the Accommodation Provider.
- 1.5. Confirmation of Participation: the notification In Writing from FHI in which the contents of the Contract are summarised. The Confirmation of Participation will normally describe the stand measurements, the stand options (free stand construction or complete stand) and the desired world.
- 1.6. Participation Costs: all costs owed to FHI by the Exhibitor relating to its trade fair participation, including costs of the Stand, the mandatory purchase of the visitor registration system and all other costs.
- 1.7. Exhibitor: the natural person or corporate entity that concludes a Contract with FHI.
- 1.8. FEDA: *Federatie Aandrijven en Automatiseren* [Federation of Drives & Automation].
- 1.9. FHI: *Federatie van Technologiebranches* [Federation of Technology Branches]
- 1.10. Manual: the manual for Exhibitors drawn up by FHI and the Accommodation Provider with relevant information about the trade fair participation, including about the Trade Fair Accommodation and the services and/or goods to be provided by FHI and/or third parties.
- 1.11. Registration Form: the document in which the Exhibitor indicates that it wishes to participate in the Trade Fair and declares that it has taken note of and agrees with the applicability and contents of the Terms and Conditions.
- 1.12. Member: the natural person or corporate entity that is a member of FEDA, MACHEVO and/or a FHI-affiliated branche organisation
- 1.13. MACHEVO: Machevo & Bulk Vereniging.
- 1.14. Co-exhibitor: the natural person or corporate entity that not itself concludes a Contract with FHI, but who exhibits or presents Products in another manner within the Stand of an Exhibitor.
- 1.15. Non-Member: the natural person or corporate entity that is not a member of FEDA, MACHEVO and/or FHI-affiliated branche organisation.
- 1.16. Contract: the trade fair participation contract between FHI and the Exhibitor, including any amendment(s) agreed after the contract is concluded.
- 1.17. Parties: the Exhibitor and FHI together.
- 1.18. Party: one of the Parties.
- 1.19. In Writing: correspondence by fax, registered letter, bailiff's notification or standard post. This also includes correspondence by electronic medium (for example, via email or web form)
- 1.20. Stand: the stand space provided to the Exhibitor (free stand construction or complete stand), the location, stand dimensions and options of which are specified by FHI.

- 1.21. Conditions: these general terms and conditions for trade fair participation in respect of the World of Technology & Science 2018.

### APPLICABILITY OF THE CONDITIONS, TITLES AND LANGUAGE

#### Article 2

- 2.1. These Terms and Conditions apply to the Contract for participation in the Trade Fair and any additional products and services provided. The applicability of any general terms and conditions adopted by the Exhibitor is expressly excluded.
- 2.2. Deviations from these Terms and Conditions only apply if these have been agreed In Writing.
- 2.3. If one or more provisions in the Terms and Conditions are invalid at any time or might become invalid, the remaining provisions of the Terms and Conditions will continue to apply in full.
- 2.4. The provisions of these Terms and Conditions apply correspondingly to the third parties used by the Exhibitor in connection with its trade fair participation, such as suppliers or Co-exhibitors.
- 2.5. Unless specified otherwise, third parties - including Co-exhibitors - cannot derive any rights from these Terms and Conditions.
- 2.6. The titles and the articles of these Terms and Conditions serve purely to make them easier and clearer to read and have no other significance. In particular, the titles cannot be used for the interpretation of these Terms and Conditions.
- 2.7. These Terms and Conditions formulated in Dutch will prevail over the Terms and Conditions translated into English or any other language.
- 2.8. In all cases not covered by these Terms and Conditions, FHI will decide.

### TRADE FAIR POLICY

#### Article 3

- 3.1. With the intention of providing customers located in the Benelux with an optimum orientation opportunity and avoid any unnecessary costs for suppliers, FEDA, MACHEVO and FHI organise the Trade Fair, a trade fair in the field of industrial automation, motion & drives technology, industrial electronics and laboratory technology, including closely related equipment, accessories, devices and services, especially for the use in (process) industry, laboratories and technical scientific education.
- 3.2. Exhibitors can only take part in the Trade Fair if they are of good standing and are registered with a chamber of commerce in their country of domicile.
- 3.3. Being of good standing in any case involves regular compliance with financial obligations and not perpetrating acts which could be considered to be dishonest business practices.
- 3.4. They must also be engaged in the direct or indirect sale to business users of Products, manufactured by them or others, as specified in the first paragraph of this article, whilst they must be able to appropriately fulfil their task in terms of the provision of information, guarantees and service.



## THE CONTRACT

### Article 4

- 4.1. The Contract involves FHI granting the use of a particular Stand to the Exhibitor in return for payment of the Participation Costs.
- 4.2. These Terms and Conditions form an integral part of the Contract.
- 4.3. Registration for participation in the Trade Fair can only be done by means of the Registration Form.
- 4.4. Wishes and preferences expressed by the Exhibitor on the Registration Form, amendments and additions made by the Exhibitor, and other deviating or additional agreements will only form part of the Contract if they are confirmed by FHI In Writing.
- 4.5. The Exhibitor is fully responsible and liable for the compliance with all obligations which arise from entering into the Contract.
- 4.6. The Exhibitor declares that it will accept all the consequences of the registration which result from signing the Registration Form, even if it has been signed by someone who does not have signing powers.
- 4.7. After the Registration Form signed by the Exhibitor has been submitted, the Exhibitor can only cancel its registration subject to the provisions of article 13.
- 4.8. The Exhibitor cannot claim that its registration has been verbally approved.

## DATES, LOCATION OF THE TRADE FAIR

### Article 5

- 5.1. FHI will determine the dates on which, and the Trade Fair Accommodation where, the Trade Fair will take place, together with the times for the set-up, trade fair days and disassembly.
- 5.2. FHI reserves the right to change stipulated dates, times and/or Trade Fair Accommodation on the grounds of what FHI believes are exceptional circumstances, or to decide to cancel the Trade Fair.
- 5.3. The Exhibitor is entitled to terminate the Contract in full or in part during a period of two (2) weeks following announcement of a change as described in paragraph 2 of this article. This without detracting from its obligations to pay the costs which have already been incurred on its behalf.
- 5.4. The costs referred to in paragraph 3 of this article will then be notified to the Exhibitor by FHI In Writing.
- 5.5. In no case can the Exhibitor claim any reimbursement of loss from FHI in connection with a decision in accordance with paragraph 2 of this article.

## PROCESSING OF REGISTRATIONS

### Article 6

- 6.1. The closing date for registrations is four (4) months before the opening of the Trade Fair.
- 6.2. Registrations received by FHI after the aforementioned closing date, applications which are made subject to the allocation by FHI of a floor area of certain dimensions or in a particular location or the granting of other exceptional requirements/conditions, and applications from Exhibitors who still have debts with respect to FHI at the time of registration do not have to be processed.
- 6.3. The registration for participation in the Trade Fair is binding.
- 6.4. At the latest within two (2) months after the closing date for the registration, the Exhibitors who registered in time will

receive a Confirmation of Participation or a notification of exclusion of participation to the Trade Fair.

- 6.5. FHI will inform an Exhibitor In Writing, stating reasons, why it has been excluded from participation.
- 6.6. In no case can the Exhibitor claim any reimbursement of costs incurred or loss suffered on the grounds of refusal of admission.

## ALLOCATION

### Article 7

- 7.1. FHI determines the layout of the Trade Fair and location, size and measurements of the Stand allocated to the Exhibitor.
- 7.2. The allocation as referred to in paragraph 1 of this article will be announced at least three (3) months prior to the start of the Trade Fair.
- 7.3. The allocation of stands to the Exhibitors may only be changed, with the agreement of the Exhibitors involved in the change, in the following cases:
  - a. in exceptional cases, such at the sole discretion of FHI and possibly without agreement of the Exhibitors involved in the change;
  - b. as a result of force majeure;
  - c. in the case of a change in limited significance.
- 7.4. In no case can the Exhibitor claim any reimbursement of costs incurred or loss suffered in the event of a review as described in this article.

## STAND SET-UP AND DISASSEMBLY

### Article 8

- 8.1. FHI will provide the Exhibitor with entry tickets for its stand crew and personnel and third parties involved in the set-up and disassembly of the Stand.
- 8.2. Information relating to the Stand (design), opening times, delivery and removal of goods, safety regulations, electricity, gas and water, requests for tickets and publicity material etc., will be provided via the Manual.
- 8.3. When ordering services and goods offered (for example, in the Manual), the Exhibitor undertakes to pay the associated costs.
- 8.4. In order to avoid imbalances between Stands of Exhibitors, FHI has decided to apply stand construction regulations. This means that the height of the stand is subject to a maximum and rules:
  - a. The recommended height is equal to the standard height of stand walls: 2.50 metres.
  - b. The maximum allowable construction height, including any wooden floors, is 3.00 metres.

- c. Every stand design with a construction height of more than 3.00 metres must be submitted to FHI In Writing, stating height measurements, at the latest six (6) weeks before the Stand is built. The Exhibitor will receive a reply In Writing at the latest three weeks after receipt of the request. The Stand may only be built after approval In Writing.
  - d. Dispensation will only be granted up to a maximum height of 5.50 metres, including floors, only where:
    - this structure is at least at a distance of 1.00 metre from neighbouring stand(s);
    - the floor area of this structure is not more than 20% of the total stand area;
    - the elevated part is not used as an upper floor. These are not permitted at all;
    - the height of the hall will allow for such a structure height.
  - e. Any elevated structures of more than 2.50 metres must be finished in white on all outer surfaces. These may not show any company logos and cables must be concealed (read: out of sight).
  - f. It is not allowed to install a closed wall on an aisle side of a stand. An open aisle side may only be closed off for 50%.
  - g. Level floor stands are not allowed. These are stands containing more than one floor level.
  - h. In all situations not covered by these regulations, FHI will decide.
- 8.5. It is strictly forbidden to leave behind or use roller containers to dump any rough stand construction material, such as large wooden walls, friezes and floor covering.
- 8.6. The Exhibitor will be given the opportunity to set up the Stand it was allocated at least two (2) days before the start of the Trade Fair, subject to what has been stipulated in this regard by FHI, the competent authorities and the Accommodation Provider.
- 8.7. The Exhibitor will be given the opportunity to clear its Stand after the end of the Trade Fair.
- 8.8. If the Stand used by the Exhibitor is not cleared in time, or if it is not surrendered in the state in which it was provided, or if waste is left by the Exhibitor after disassembly of the Trade Fair, FHI is entitled to take the necessary steps at the Exhibitor's risk and expense.

#### **TRADE FAIR APP**

##### **Article 9**

- 9.1. Each Exhibitor is entitled to have its participation listed in the trade fair app, composed on the basis of information supplied by the Exhibitors.
- 9.2. Each Exhibitor is obliged to complete its company, product and manufacturing information for the trade fair app in a truthful manner. FHI determines the manner in which listings are drafted and reserves the right to shorten the information of the Exhibitors if FHI is of the sole opinion that this is necessary.
- 9.3. If several Exhibitors state the same manufacturer/supplier for the same part of the supply programme and/or one or more Exhibitors object to this, all these Exhibitors may be asked to demonstrate by means of a written statement of the manufacturer/supplier, that they are entitled to represent that part of the supply programme of the relevant manufacturer. Only for those that can demonstrate that they are entitled to represent the manufacturer in this regard, will the relevant manufacturer information be included in the trade fair app.

- 9.4. With regard to listings in the product register, the Exhibitors may only include those products that are included in their normal sales programmes, such at the sole discretion of FHI.
- 9.5. If an Exhibitor registers for one combined Stand with Co-exhibitor, the Co-exhibitors that are actually participating in the Trade Fair, may be listed separately in the trade fair app and the trade fair floor plan, under the Exhibitor's stand number. There will be an extra charge for this.
- 9.6. FHI is not liable for any inaccuracies, errors or omissions that may occur in the trade fair app, nor will FHI accept liability towards any third parties due to the inclusion of incorrect information of Exhibitors. The Exhibitors are obliged to indemnify FHI accordingly.
- 9.7. It is FHI's sole discretion to determine whether and, if so, at what price advertising space is made available in the trade fair app.
- 9.8. FHI shall reserve the right to establish binding regulations for the use of any advertisements.
- 9.9. FHI shall reserve the right to refuse texts for advertisements.

#### **PUBLICITY FOR EXHIBITORS**

##### **Article 10**

- 10.1. Exhibitors are entitled to distribute materials (flyers, brochures, leaflets, price lists, catalogues, circulars etc.) on their Stand for the Products stocked by them.
- 10.2. Forms of advertising including, but not limited to, leaving behind and handing out materials (flyers, brochures, etc.) at catering facilities, tables, reception desks and other areas outside the Exhibitor's Stand, are not permitted.
- 10.3. It is also prohibited to distribute advertising materials in whatever shape or form in the buildings and/or in the (parking) areas of the Accommodation Provider, with the exception of the central corridor (which entrance connects East to West) of the Trade Fair accommodation, such subject to the terms and conditions as established by FHI and the written permission of FHI.
- 10.4. FHI can prohibit particular forms of publicity or other sales promotion tools in whatever form.
- 10.5. FHI's prior permission In Writing is required for projecting images, amplifying sound and placing moving items other than listed in article 12.
- 10.6. If the Exhibitor refers to Products which it offers in its publicity, it can only refer to those Products which both fall within its range and which - in FHI's opinion - fall within the Trade Fair's exhibition programme.
- 10.7. FHI will refrain from any involvement in disputes between Exhibitors, including disputes concerning intellectual property rights.
- 10.8. For the sake of the success of the Trade Fair, the Exhibitor is not entitled to display Products or make use of a particular name or brand if this breaches third parties' rights.
- 10.9. The Exhibitor must prove at FHI's request that it is entitled to display the Products in question or use the name or brand in question. If this shows that the Exhibitor is acting contrary to the provisions of the preceding paragraph, or if the Exhibitor is unable to comply with FHI's request, FHI is entitled to remove or commission the removal of the Products in question and take all other steps which it deems necessary. In that case the Exhibitor cannot claim any reimbursement of costs incurred or loss suffered from FHI.
- 10.10. Exhibitors cannot derive any rights with respect to FHI from the provisions of this article.

## USE OF TRADE FAIR NAME, IMAGE, LOGO

### Article 11

- 11.1. FHI can grant the Exhibitor the right to use the (brand) name, logo(s) and/or the trade fair image for promotional purposes. The Exhibitor will only use these brands and/or images in the form in which they have been provided by FHI. The Exhibitor is therefore not permitted to alter the brands and/or images in any way and/or to use them for purposes other than the promotion of the Trade Fair.
- 11.2. If the provisions of paragraph 1 are breached, the Exhibitor is obliged to cease the use of the brand or image concerned at FHI's first request.

## SPECIAL RULES OF CONDUCT

### Article 12

- 12.1. The Exhibitor is required to use the allocated Stand in a manner in keeping with the purpose for which it has been allocated.
- 12.2. The Exhibitor is also prohibited from:
  - a. selling any Product with simultaneous delivery of the sold Product;
  - b. making drawings, reproductions or photographic recordings within a Stand allocated to a third party;
  - c. making use of a stand which has been allocated to it in such a way as to potentially cause disruptive noise, impeded access, light or view or other nuisance, hazard or loss to other Exhibitors or visitors, all this at the sole discretion of FHI;
  - d. deviating from the regulations stipulated by FHI, the Accommodation Provider and/or competent authorities with regard to fire safety, sources of radioactivity, devices which emit ionising radiation, lasers, isotopes, cylinders with compressed gasses etc.;
  - e. offering food and/or drink to the public for payment;
  - f. carrying out activities (outside the Stand) which cause nuisance to other Exhibitors;
  - g. removing goods from the Stand during the Trade Fair and covering Products exhibited on the Stand during the hours that the Trade Fair is open to visitors, other than with prior permission from FHI In Writing;
  - h. leaving the Stand unmanned during opening times;
  - i. displaying names, brands or products on the Stand which in FHI's sole opinion could lead to confusion;
  - j. using music or amplification before 15.30 hours.

## PARTICIPATION COSTS, PAYMENT, CANCELLATION, DISSOLUTION

### Article 13

- 13.1. Participation Costs are determined by FHI.
- 13.2. FHI applies different rates for participation to the Trade Fair: in each case one rate for Members and one for Non-members. Non-members pay higher Participation Costs.
- 13.3. The Exhibitor will pay the Participation Costs in accordance with the terms of payment set out on the invoice. If no specific terms are shown on the invoice, the Exhibitor will pay within thirty (30) days of the date of invoicing.
- 13.4. FHI has the right to invoice as soon as the Exhibitor has registered or the Contract has been concluded.
- 13.5. If the Exhibitor fails to meet its payment obligations within a reasonable period after a reminder, payment demand or notice of default, it will be legally in default. From that moment the Exhibitor will be liable for both the costs

stipulated by law and the actual legal costs and actual extrajudicial costs incurred by FHI.

- 13.6. Exhibitors for whom experience has shown at the previous trade fair in which they participated that they have not settled bills within the stipulated periods and where collection has only taken place after repeated demands can be asked to pay an advance equal to the total amount charged to them for the previous trade fair before they are accepted as an Exhibitor.
- 13.7. An Exhibitor cannot cancel (retract) or amend its registration or the Contract unilaterally. If an Exhibitor wishes to cancel or amend a Contract, a written request to that end must be submitted to FHI In Writing. If the request is granted by FHI, the following cancellation fee will be charged to the Exhibitor, the level of which depends on the time when the cancellation takes place:
  - for cancellation after registration up to 1 (one) week after the Confirmation of Participation is sent: 20% of the Participation Costs;
  - for cancellation after 1 (one) week after the Confirmation of Participation is sent up to three (3) weeks after the draft floor plan is sent: 40% of the Participation Costs;
  - for cancellation after the draft floor plan has been sent up to one (1) month before the start of the Trade Fair: 65% of the Participation Costs;
  - for cancellation within one month prior to the start of the Trade Fair: 100% of the Participation Costs;
- 13.8. 'Start of the Trade Fair' refers to the first set-up date for the Trade Fair.
- 13.9. Contrary to the above, FHI reserves the right, at all times, to charge the Exhibitor the full Participation Costs if the allocated Stand cannot be re-allocated to another Exhibitor.
- 13.10. If an application for a payment moratorium or bankruptcy is made with respect to the Exhibitor at any time after the Contract has been concluded, the Contract can be dissolved by FHI through the simple occurrence of the above, and the Exhibitor will remain liable for the full Participation Costs and the other costs incurred by or through FHI at its request in connection with its participation, without prejudice to FHI's right to claim costs, damages and interest.
- 13.11. Cancellation or dissolution under this article can never constitute grounds for the reimbursement by FHI of any costs incurred or loss suffered by the Exhibitor.

## LIABILITY

### Article 14

- 14.1. The Exhibitor guarantees to FHI and the Accommodation Provider and will remain jointly and severally liable at all times for compliance with the provisions of these Terms and Conditions and all other regulations and instructions, including in any case the Accommodation Provider's Regulations.
- 14.2. If the Exhibitor fails to comply (properly and in time) with any provision of these Terms and Conditions, the Contract, the Manual or any other regulation or instruction given, FHI is entitled to take all steps which it deems necessary, including but not restricted to:
  - a. denying access to the (set-up of the) trade fair;
  - b. closing the Exhibitor's Stand and/or removing certain goods from it and storing, disposing of and/or destroying them at the Exhibitor's risk and expense;
  - c. denying the Exhibitor participation to the Trade Fair and/or any subsequent trade fairs;

- d. terminating the supply of electricity, gas and water with immediate effect. All this without prejudice to the Exhibitor's obligation to pay the full Participation Costs and all other costs.
- 14.3. The Exhibitor is liable for all loss suffered by FHI as a result of a shortcoming attributable to the Exhibitor, including the failure to comply (properly and in time) with any provision of this Contract and/or any provision of these Terms and Conditions and/or other regulations and instructions. The Exhibitor indemnifies FHI in this matter against any claims from third parties, including the Accommodation Provider.
- 14.4. FHI will take the steps it deems necessary to protect the Exhibitor's goods present at the Trade Fair. However, these will remain at the Exhibitor's expense and risk.
- 14.5. The Exhibitor is required to take out adequate insurance for its property and possessions against (fire and water) damage, loss and theft during the trade fair period and the set-up and disassembly period for the Trade Fair.
- 14.6. FHI is not liable for any damage suffered directly or indirectly by the Exhibitor, its personnel or visitors, including consequential damage, loss of profits and damage resulting from theft, destruction or any other cause, unless FHI can be accused of intent or gross negligence in this regard.
- 14.7. FHI is not liable for any loss suffered directly or indirectly by the Exhibitor, its personnel or visitors resulting from a failure to comply (properly and in time) with the requirements of these Terms and Conditions and/or other regulations and instructions.

- 14.8. FHI is not liable for loss suffered by the Exhibitor which is the result of the failure to comply with any obligation arising from a contract concluded between the Exhibitor and a third party (including the Accommodation Provider) with regard to the supply of services in connection with the Exhibitor's trade fair participation.

## **DISPUTES**

### **Article 15**

- 15.1. FHI may set up an appeals committee for the Trade Fair.
- 15.2. Any disputes as a result of the Contract, the Terms and Conditions or any further resulting agreements concluded between the Parties will be settled by means of a binding decision of the appeals committee referred to in paragraph 1, unless FHI chooses to have the dispute settled by the competent court in the court district where FHI is domiciled, as the court of first instance, (provided that if a particular court is designated as the mandatory competent court the dispute will be settled by the court thus designated as the court of first instance).
- 15.3. Composition, duties and procedures of the appeals committee will be laid down by FHI in the trade fair's appeals committee terms and conditions.
- 15.4. Any disputes arising between FHI and an Exhibitor will be settled according to Dutch law.

# **VENUE REGULATIONS**

*Version August 2014*



## VENUE REGULATIONS JAARBEURS B.V.

### **Article 1 Definitions**

1. Venue regulations: These regulations, which apply to anyone who for whatever reason is on the premises of Jaarbeurs Complex. For the most recent version of the venue regulations please go to [www.jaarbeurs.nl](http://www.jaarbeurs.nl) (venue regulations).
2. Visitor: Anyone visiting the Jaarbeurs Complex.
3. Jaarbeurs Complex: The buildings and grounds of Jaarbeurs B.V.
4. Jaarbeurs: The private limited liability company Jaarbeurs B.V. having its registered office and place of business at Jaarbeursplein in Utrecht.

### **Article 2 Applicability of Venue Regulations**

1. The Venue Regulations apply to the entire Jaarbeurs Complex.
2. Everyone must obey the provisions contained in these Venue Regulations.

### **Article 3 Jaarbeurs Complex – General**

1. Provided they carry proper proof of identity, authorised Jaarbeurs agents always have access to all Jaarbeurs areas.
2. Jaarbeurs requests visitors to the Jaarbeurs Complex, suppliers, organisations working for Jaarbeurs or third parties at Jaarbeurs Complex to comply with the requirements set by Jaarbeurs regarding public order and safety and the requirements governing safe and sustainable use of the Jaarbeurs Complex.
3. Jaarbeurs requests anyone conducting a business on Jaarbeurs' premises, whether or not temporarily, be it as tenants, sub-tenants, suppliers and/or licensees, to comply with the Dutch Working Conditions Act and any decrees based thereon.
4. It is not permitted to leave the marked paths or roads if not necessary, to be obviously inebriated or under the influence of any substances or to cause a nuisance and/or dangerous situations.
5. Unless with Jaarbeurs' prior written consent it is not permitted in the Jaarbeurs Complex to:
  - a. Have or keep and/or bring in animals and/or reptiles, with the exception of service dogs. Service dogs must be kept on a leash or be tethered at all times;
  - b. Remove barriers;
  - c. Hawk or sell;
  - d. Carry out commercial activities, or have others do so;
  - e. Speak in public or conduct any propaganda acts;
  - f. Publicly raise funds or make collections;
  - g. Affix advertising signs, bills, placards or have others do so, to distribute printed matter or pictures or advertise in any way whatsoever.

### **Article 4 Fire Safety**

1. No smoking is permitted in the Jaarbeurs Complex, with the exception of the special smoking areas approved and designated by Jaarbeurs.
2. Fire extinguishers, fire hydrants, lockable fire wells, roads, exits, passages, hallways, emergency exits, and stairs in the Jaarbeurs complex must always be visible and accessible.
3. In the Jaarbeurs Complex the following acts always require the prior written consent of Jaarbeurs:
  - a. Bringing in, having available and/or using canisters containing compressed gases or liquid gases;
  - b. Transporting or storing flammable liquids.

#### **Article 5      Parking**

In the Jaarbeurs Complex the following acts always require the prior written consent of Jaarbeurs:

- a. Parking vehicles and/or articulated lorries outside the designated parking bays and/or other designated areas. Cars of Visitors that are illegally parked or block (emergency) exits and/or access roads will be towed. The Visitor will pay the costs of towing.
- b. Parking in loading bays and the indoor areas of the Jaarbeurs Complex.

#### **Article 6      Labour**

1. All labour within the Jaarbeurs Complex is subject to the prior consent of Jaarbeurs.
2. Jaarbeurs may attach conditions to its written consent.

#### **Article 7      Use of Vehicles**

1. In the outside areas of Jaarbeurs Complex a speed limit of 15 km/h applies to (electric) motor vehicles and moving equipment.
2. Pedestrians always have priority over vehicles and moving equipment.
3. Motorised traffic is permitted in the indoor areas of the Jaarbeurs Complex only with the prior written consent of Jaarbeurs, with the exception of Jaarbeurs' regular suppliers.

#### **Article 8      Noise Levels**

The Jaarbeurs Complex is subject to an environmental permit, which means that specific limits have been set for noise levels. If necessary, Jaarbeurs may apply for an exemption.

#### **Article 9      Waste**

With the exception of the contractor hired by Jaarbeurs waste contractors will not be allowed access to the Jaarbeurs Complex.

#### **Article 10     Breaches**

1. In the event that Visitors fail to comply with any provision contained in these regulations or directions given by Jaarbeurs, such at the sole discretion of Jaarbeurs, Jaarbeurs has the right to take all such measures it deems necessary to ensure general safety, health, welfare, public order and the environment.
2. Jaarbeurs reserves the right to remove Visitors who in Jaarbeurs' opinion disturb the peace at the Jaarbeurs Complex and ban such Visitors from the premises for a specific period of time.

#### **Article 11     Liability**

1. Jaarbeurs will not be liable for any loss, damage and/or personal injury caused by or during a stay in the Jaarbeurs Complex (e.g. theft from unattended vehicles, broken windows) except in the event of wilfulness or gross negligence on Jaarbeurs' part. In that case Jaarbeurs' liability will never exceed the amount to be paid by its insurer. Consequential loss and loss of profits will never be eligible for compensation.
2. Any direct or indirect loss sustained by Jaarbeurs will always be paid by the party causing such loss due to an act or omission by that party. Indirect loss will include loss of profits, business interruption loss, as well as the costs of fines, penalties and measures under administrative and criminal law.

**Article 12 Changes**

Jaarbeurs will always have the right to make changes to these regulations. Such changes will not take effect until the specified date.

Date of approval and entry into force: August 2014