

General Terms and Conditions of Sale and Delivery for the benefit of Exhibition Services Companies

Article 1: Definitions

1.1 In the General Terms and Conditions of Sale and Delivery for the benefit of Exhibition Services Companies, the following terms have the following meanings:

- **'Agreement'**: agreement between Global Expo Stand and the Client on the basis of which Global Expo Stand carries out an Assignment on the instruction of the Client;
- **'Assignment'**: assignment Global Expo Stand is to carry out for the Client pursuant to the Agreement, which includes providing services and supplying goods for sale and/or rent;
- **'CLC-VECTA'**: the association with full legal capacity 'CLC-VECTA Centre for Live Communication', having its registered office in Maarssen;
- **'CLC-VECTA member'**: any legal entity (here; Global Expo Stand) or natural person acting in the course of its/his business or profession that/who uses these conditions;
- **'Client'**: every natural person who or legal entity that contacts Global Expo Stand in connection with possible entering into an Agreement, or has entered into an Agreement with the Exhibition Services Company;
- **'Design'**: work Global Expo Stand has performed in the carrying out of an Assignment, such as making drawings, sketches, models and scale models;
- **'Event'**: a fair, exhibition, congress, event or other form of Live Communication;
- **'Exhibition Services Company'**: any legal entity or natural person acting in the course of its/his business or profession that/who is involved in the realisation of an Event and is a CLC-VECTA Member;
- **'General Terms and Conditions'**: these General Terms and Conditions for the benefit of Exhibition Services Company;
- **'IP Rights'**: rights to intellectual creations, such as copyrights, trademark rights, design rights, trade name rights, database rights and patent rights;
- **'Live Communication'**: 'business to business' and 'business to consumer' events where individuals or groups (physically) come together, organised for the purpose of providing information, obtaining or imparting knowledge or preparing and/or conducting transactions;
- **'Party'**: Global Expo Stand or the Client individually;
- **'Parties'**: Global Expo Stand and the Client jointly;
- **'Quotation'**: any non-binding Written offer made by an Exhibition Services Company for the provision of services;
- **'Written/In Writing'**: written/in writing or by email.

Article 2: Applicability

- 2.1 The General Terms and Conditions apply to all Quotations and Agreements, as well as to all other legal relationships between the Parties in this connection.
- 2.2 Global Expo Stand is authorised to make unilateral changes to these General Terms and Conditions. In the eventuality of such a change, Global Expo Stand will inform the Client In Writing at least one month prior to the change being made. If the Client is a natural person who is not pursuing professional or commercial activities and the change has the effect of a performance being rendered to the Client that is fundamentally different from the agreed performance, the Client is authorised to terminate the Agreement as from the date that the changed General Terms and Conditions enter into effect.
- 2.3 In the event that a provision of the General Terms and Conditions is void or voided, or the Parties are unable to rely on it on other grounds, Global Expo Stand will have the right to replace this provision with a valid and enforceable provision, taking as much account as possible of the objective and purport of the original provision. In such case, the other provisions will continue to apply in full.

- 2.4 In the event of a discrepancy between the various language versions of these General Terms and Conditions, the text of the Dutch version will prevail over the translated versions.

Article 3: Formation of Agreements

- 3.1 All offers, including those taking the form of Quotations, are submitted In Writing and are non-binding. As long as no Agreement has been formed (see Article 3.3 hereafter), Global Expo Stand may revoke the offer or Quotation or decide not to enter into an Agreement at any time.
- 3.2 Unless the quotation states otherwise, all quotations are valid for 30 (thirty) days.
- 3.3 The Agreement is only formed:
- after the Client and Global Expo Stand have both signed the Agreement, or
 - after the Client has returned a signed copy of the Written confirmation of the Assignment to the Exhibition Services Company, or
 - in case Global Expo Stand has started the execution of the Assignment, after verbal agreement with the Client, based on what has been offered in the Agreement, but the signing as referred to in sub a and b of this article by the Client has not yet taken place.
- 3.4 If the acceptance by the Client contains reservations in respect of and/or changes to the original Quotation submitted by the Exhibition Services Company, the Agreement will – in derogation from the provisions of paragraph 3 of this article – only be formed when Global Expo Stand has informed the Client, In Writing, that it agrees to these reservations and/or derogations.
- 3.5 Any arrangements or changes that are made at a later stage, as well as (oral) commitments made by and/or arrangements made with subordinates and/or employees of Global Expo Stand only bind Global Expo Stand after and insofar as Global Expo Stand has confirmed these In Writing.
- 3.6 The Client will see to it that Global Expo Stand is provided with any useful and

essential information, documents and data that Global Expo Stand requires in the carrying out of the Assignment in due time. The Client is liable for any loss suffered by Global Expo Stand and any additional costs Global Expo Stand incurs and/or has incurred as a result of not having the abovementioned information available in due time. Unless the Parties agree otherwise In Writing, Global Expo Stand is not obliged to verify the correctness of the Assignment and/or notices, drawings, calculations, estimates etc. of the Client and – insofar as this is applicable – the functional suitability of the materials prescribed by or on behalf of the Client. The Client guarantees that the information it has provided to Global Expo Stand is correct and complete. The Client will always mark drawings, calculations and estimates with the date on which the Client issued them.

- 3.7 Global Expo Stand will under no circumstances be liable for shortcomings in the services that are due to incorrect or incomplete information received from the Client. The Client is liable for any loss arising from the fact that the information the Client has provided Global Expo Stand is incorrect or incomplete. The Client indemnifies Global Expo Stand against any third-party claims with regard to the use of drawings, calculations, estimates and other data provided by or on behalf of the Client.
- 3.8 Global Expo Stand will confirm the agreed additional work in Writing before performing it. Any objections against the contents of the Written confirmation must be submitted as soon as possible, and in any case before the additional work is performed, to Global Expo Stand In Writing. If the Client does not object within the stated term, the Client will be deemed to have accepted (the correctness of the) Written confirmation of the additional work.
- 3.9 Unless the Parties have agreed otherwise In Writing, additional work will be performed at the prices that apply upon entry into the Agreement, with due

observance of Article 5 of the General Terms and Conditions.

Article 4: Prices and fees

- 4.1 The prices for the Assignment are the prices indicated in the Quotation, unless agreed otherwise.
- 4.2 Any Assignment-related costs that third parties incur after commencement of the Assignment and charge to Global Expo Stand within the framework of the Assignment will be at the Client's expense, insofar as they have not been factored into the agreed price.
- 4.3 In the event of a change in circumstances or increase in one or more cost-determining factor after submission of the Quotation, Global Expo Stand is authorised to charge this change on to the Client. Global Expo Stand is only authorised to do so insofar as Global Expo Stand could not reasonably have been aware of the increase at the time of submission of the Quotation. Global Expo Stand will announce a change in the agreed price In Writing, with a statement of the additional expenses.
- 4.4 In the event that Global Expo Stand increases the agreed prices as referred to in paragraph 3 of this article, the Client is authorised to terminate the Agreement, in full or in part, within 8 (eight) days of Global Expo Stand announcing this In Writing, by registered letter, and therefore without judicial intervention. If Global Expo Stand has already complied with some of its obligations under the Agreement, it is authorised to invoice the part that has already been delivered or can be delivered to the Client separately, and the Client is obliged to pay such invoice.
- 4.5 In the case of combined Quotations, there is no obligation to deliver part of the total performance for the amount stated in the quotation for the relevant part or a proportionate amount of the full price quoted after the Client has terminated the Agreement in part.
- 4.6 If no Agreement is formed, but the Client wishes to make full or partial use of the

Design, whether in-house or through third parties, it is only allowed to do so if Global Expo Stand has given its Written permission for that and the Client has paid the compensation to be determined by the Exhibition Services Company.

Article 5: Invoicing and payment

- 5.1 Unless otherwise agreed In Writing, invoices must be paid within 30 (thirty) days of the invoice date.
- 5.2 Global Expo Stand is authorised to require the Client to pay the agreed price in advance, in full or in part. This advance payment must be made within the payment term stated in the invoice. As long as the requested advance payment has not been made, Global Expo Stand will not be obliged to perform (or continue with the performance of) the Agreement.
- 5.3 If the payment obligation as referred to in paragraphs 1 and 2 of this article is not complied with, the Client will be in default by operation of law.
- 5.4 The claim from Global Expo Stand for payment by the Client becomes immediately due and payable as soon as:
 - a. the payment term is exceeded;
 - b. the Client has been declared bankrupt or put into liquidation or a petition to that end is submitted,
 - c. or a moratorium is applied for;
 - d. the Client, being a company, is dissolved or liquidated;
 - e. the Client, being a natural person, applies for a granting of statutory debt adjustment, is placed under guardianship or passes away.
- 5.5 All legal and extrajudicial expenses Global Expo Stand incurs as a result of the Client's failure to comply with its (payment) obligations will be at the Client's expense.
- 5.6 In the case of an Agreement with multiple Clients, each of the Clients is jointly and severally liable to pay all the monies owed within the framework of and resulting from the Agreement.
- 5.7 The Client may not suspend its payment obligations or offset them against its claims against the Exhibition Services

Company.

- 5.8 Global Expo Stand is authorised at all times – even after having performed the Agreement in part or in full – to require the Client to pay the agreed price in advance, in full or in part. Furthermore, the Client must provide Global Expo Stand with security for the payment of its obligations (and any further payment obligations) at the first time of asking, the adequacy of which is at the discretion of the Exhibition Services Company. If the Client fails to comply with this obligation within the period stipulated by the Exhibition Services Company, it will be declared in default immediately. Global Expo Stand is under no obligation to perform (or continue to perform) the Agreement as long as the required advance payment has not been made or the required payment security has not been provided. In this eventuality, the Client will remain liable to pay the agreed quotation price to Global Expo Stand in full.

Article 6: Cancellation or amendment

- 6.1 Cancellation or amendment of the Agreement by the Client must be submitted to the Exhibition Company in Writing.
- 6.2 If the Client, after formation of the Agreement but before the Assignment is carried out, wishes to make changes to the Agreement with regard to (the execution of) the Assignment, he must notify Global Expo Stand of these changes in Writing. These changes will only take effect after acceptance In Writing by the Exhibition Services Company. Any costs associated with these changes will be charged to the Client.
- 6.3 In the event that the Client cancels the Agreement, in full or in part, up to 6 (six) weeks before the delivery date indicated by the Exhibition Services Company, Global Expo Stand will be authorised to charge 30% of:
- the total agreed Quotation price in the event of full cancellation; or
 - the portion of the Quotation price that

pertains to the cancelled part of the Agreement;

to the Client, plus any costs that have already been incurred within the framework of the carrying out of (the cancelled part of) the Agreement.

- 6.4 If the Client cancels the Agreement, in full or in part, less than 6 (six) weeks before the delivery date indicated by the Exhibition Services Company, the Client will be obliged to pay the entire quotation price.
- 6.5 In the event that an Agreement is amended in mutual consultation at the Client's request, Global Expo Stand will be authorised to charge the additional expenses incurred as a result of this change to the Client. In the event of changes, the originally agreed delivery time will no longer apply.
- 6.6 Global Expo Stand can cancel or amend an Agreement if it communicates the intended cancellation to the Client, In Writing, no later than within 30 (thirty) calendar days of the Agreement being formed. In the case of an amendment that amounts to a fundamental deviation from the agreed performance, the Client is authorised to terminate the Agreement.
- 6.7 In the event of partial cancellation, the rest of the quotation or Agreement will remain intact.

Article 7: Termination and suspension

- 7.1 Global Expo Stand is authorised to terminate the Agreement in part or in full, or to suspend the further performance of the Agreement, at its discretion, without further notice of default or judicial intervention being required, if:
- the Client is in default with respect to compliance with any of its obligations resulting from the Agreement and/or these General Terms and Conditions (including, but not limited to, the obligation to provide correct and complete information pursuant to Article 3.6 and the payment obligation pursuant to Article 5); or
 - information has reached Global Expo

- Stand after the formation of the Agreement that gives Global Expo Stand good reason to believe that the Client is or will be unable to comply with its obligations; or
- c. the Client is declared bankrupt and/or files a bankruptcy petition; or
 - d. the Client applies for a suspension of payments; or
 - e. the Client is placed under curatorship or dies; or
 - f. the Client's legal entity is dissolved or the Client's business is wound up.
- 7.2 In case of termination for one of the reasons mentioned above, the Client will pay the agreed quotation price to Global Expo Stand on demand, without prejudice to the Exhibition Services Company's right to seek full compensation of damages.

Article 8: Delivery

- 8.1 The provision or delivery of the agreed services and goods starts at the time stated in the Quotation or the Written confirmation as referred to in Article 3.4 of these General Terms and Conditions.
- 8.2 The delivery times indicated by Global Expo Stand are not final deadlines. The delivery times indicated by Global Expo Stand are based on the working conditions that apply at the time of submission of the Quotation, or at the time of the confirmation as referred to in Article 3.4 of these General Terms and Conditions. If, for reasons beyond the Exhibition Services Company's control, there is a delay, the delivery times will be extended insofar as this is required. The delivery times will also be extended if the delay that arose on the Exhibition Services Company's side is due to the Client's failure to comply with any obligation under the Agreement or render the cooperation that may be expected of the Client.
- 8.3 If delivery cannot take place in the agreed manner due to causes that can be attributed to the Client, Global Expo Stand will be authorised to charge the associated costs to the Client.

Article 9: Inspection and completion of the Assignment

- 9.1 The Client is obliged to inspect whether the Assignment has been carried out in accordance with the description of the Assignment. Global Expo Stand will inform the Client orally and In Writing when it expects the Assignment to be completed and when the inspection will take place.
- 9.2 During the inspection, any complaints must be communicated to Global Expo Stand without delay. If the complaint is considered justified, Global Expo Stand will remedy it within a reasonable term. After that, there will be another inspection in accordance with the conditions of Article 9.1.
- 9.3 The Assignment will be considered to have been completed and the Client will be deemed to have accepted it if the Client fails to attend the announced inspection or does not communicate complaints during the inspection.

Article 10: Ownership

- 10.1 Unless otherwise agreed In Writing, the goods delivered and/or made available within the framework of the carrying out of the Assignment will continue to be the property of Global Expo Stand after completion of the Assignment.
- 10.2 Unless otherwise agreed In Writing, the Client is obliged to return the goods referred to in paragraph 1 of this article to Global Expo Stand at its own expense, no later than within 24 (twentyfour) hours of the end of the Event. The goods must be in the condition these were in at the time of the Exhibition Services Company's delivery thereof.
- 10.3 In the event that Parties have agreed that the ownership of the goods supplied within the framework of the Assignment will be transferred to the Client, the transfer of the ownership will take place when the Client has met its (payment) obligations under the Agreement and has satisfied any claims that arise from a failure to comply with this Agreement, including any loss, interest and costs that arise from that, in full. This provision has

effect under property law within the meaning of Section 92 of Book 3 of the Dutch Civil Code.

- 10.4 If the Client fails to comply with its obligations as referred to in paragraph 3 of this article, Global Expo Stand is authorised to immediately retrieve the goods supplied (or have these retrieved) from the location at which these are located. The Client will cooperate in this and irrevocably authorises Global Expo Stand to enter any locations at which the property of Global Expo Stand is kept. Any costs associated with the retrieval of those goods will be at the Client's expense. Global Expo Stand is also authorised to recover any damage to goods from the Client or charge any depreciation of the goods to the Client. Furthermore, the Client is obliged to compensate Global Expo Stand for any damage to goods.

Article 11: Risk

- 11.1 Following completion of the Assignment, that which has been delivered will be completely at the Client's expense and risk. The risk will revert back to Global Expo Stand upon delivery by the Client to Global Expo Stand in accordance with the provisions of Article 10.2 of these General Terms and Conditions.
- 11.2 The Client is obliged to report any disappearance, theft or loss of or damage to the goods of Global Expo Stand that were supplied within the framework of the Agreement to Global Expo Stand without delay, and is obliged to compensate any damage to those items in full, regardless of its cause.
- 11.3 Unless expressly otherwise agreed In Writing, the transport for the benefit of delivery to Global Expo Stand as referred to in Article 10.2 of these General Terms and Conditions will be at the Client's expense and risk.
- 11.4 The Client must make goods of the Client that are intended to be used in the carrying out of the Assignment available to Global Expo Stand at the Exhibition Services Company's address or the location at which Global Expo Stand is to carry out the Assignment in due time. The Client is liable for any loss Global Expo Stand suffers as a result of a failure to make the relevant goods available or making these available in time, regardless of the cause thereof.
- 11.5 Global Expo Stand will only transport goods of the Client or – in the event of rental – a third party that are intended to be used in the carrying out of the Assignment, as well as any goods of the Client or a third party that are intended to be displayed in, on or with the delivery, to the location of the Event if this has been agreed upon In Writing. Unless otherwise agreed In Writing, the costs of this transport will be at the Client's expense.
- 11.6 The transport of the goods referred to in Article 11.5 of these General Terms and Conditions, which includes loading and unloading these, will be completely at the Client's expense and risk.
- 11.7 In the event that Global Expo Stand transports goods of the Client at the same time as goods of the Exhibition Services Company, the Client is liable for any damage to the Exhibition Services Company's goods or means of transport, or any loss suffered by those in the Exhibition Services Company's employment as a result of any defect in the goods of the Client.
- 11.8 The stay of the goods referred to in paragraph 4 and 5 of this article in the room in which the Event takes place is completely at the Client's expense and risk.
- 11.9 The costs of packing and unpacking, assembly and disassembly of the goods referred to in paragraph 4 of this article are at the Client's expense.
- 11.10 If storage with Global Expo Stand of the goods of which the Client has acquired the ownership in accordance with Article 10.3 of these General Terms and Conditions is part of the Agreement, the storage of the goods will be completely at the Client's expense and risk.

Article 12: Liability

- 12.1 Global Expo Stand is only liable for direct loss of the Client that arises during or on the occasion of the performance of the Agreement. The Exhibition Services Company's maximum total liability is limited to compensation of the amount stipulated for the Agreement (excl. VAT).
- 12.2 Global Expo Stand is not liable for any loss or damage as a result of cancellation or amendment of the Agreement by Client or Exhibition Services Company as stated in paragraph 6.3 of these General Terms and Conditions. Global Expo Stand will under no circumstances be liable for indirect loss suffered by the Client. 'Indirect loss' must be understood to include – among others, though not exclusively – consequential loss, lost profits, decreased goodwill, loss suffered and costs incurred, as well as lost assignments and lost savings, and loss due to interruptions in production and operations and business stagnation.
- 12.3 Global Expo Stand is not liable for loss caused by its subordinates and/or third parties it has engaged in the performance of the Agreement for whom it is liable under the law.
- 12.4 The limitations of liability as contained in this article do not apply if and insofar as the Exhibition Services Company's liability for the relevant loss is insured and a payment is made under the relevant insurance. In the event that an excess applies, the excess will be deducted from the amount for which Global Expo Stand is liable. However, Global Expo Stand is not obliged to exercise rights under that insurance if it is held liable by the Client.
- 12.5 The Client's claim for compensation is only payable after the Client has complied with all its payment obligations towards the Exhibition Services Company.
- 12.6 The Client indemnifies Global Expo Stand against all third-party claims with regard to the goods supplied by the Exhibition Services Company, regardless of the cause of the loss or the time at which it is suffered.
- 12.7 If, without prejudice to the stipulations in the provisions above, Global Expo Stand is

indeed liable, it will only be liable up to the amount paid out by its liability insurer under the applicable circumstances, less the excess.

Article 13: IP Rights

- 13.1 Unless otherwise agreed In Writing, Global Expo Stand will retain all IP Rights, regardless of whether the Client has been charged for the creation thereof. These data and goods may not be multiplied, copied, used or shown to third parties without the Exhibition Services Company's express prior Written permission.
- 13.2 The Client will under no circumstances contest or challenge the Exhibition Services Company's IP Rights, nor make attempts to register one or more of these rights, or otherwise obtain protection of these rights for its own benefit.
- 13.3 The Client will inform Global Expo Stand without delay if it becomes aware of a third party infringing or possibly infringing the Exhibition Services Company's intellectual property rights.

Article 14: Force majeure

- 14.1 Force majeure on the side of Global Expo Stand must be understood to mean Global Expo Stand being prevented from complying with its obligations under the Agreement due to circumstances that have arisen through no fault or outside the control of the Exhibition Services Company, even if these could already be foreseen at the time of formation of the Agreement. Force majeure must in any case be understood to include – among other things; war/danger of war, terrorism or terrorist threats, civil war, uprisings, revolution, pandemics, epidemics, acts of war, fire, water damage, floods, government measures, import and export barriers, defects in machinery, strikes, factory occupations, lockouts, limitations in transport options as a result of weather conditions and traffic disruptions, the Exhibition Services Company's suppliers and/or subcontractors not complying (or not being able to comply) with their

- obligations, or not complying (or not being able to comply) with these in time, disruptions in the supply of energy, water and (tele)communications services to the Exhibition Services Company's business and any acts or failures on the part of the organiser of the Event or the proprietor of the intended location of the Event as a result of which Global Expo Stand is unable to comply with its obligations or unable to comply with these in time.
- 14.2 Force majeure also applies if the circumstances described in paragraph 1 of this article occur at a supplier or subcontractor of Global Expo Stand who has been engaged for the Assignment.
- 14.3 As soon as a circumstance as referred to in paragraph 1 or 2 of this article arises or threatens to arise, Global Expo Stand must inform the Client thereof without delay, stating the expected consequences of that circumstance for compliance with its obligations.
- 14.4 Global Expo Stand is authorised to suspend compliance with its obligations in the event of and for the duration of the force-majeure situation. If the force-majeure situation lasts longer than three months and Global Expo Stand continues to be unable to comply with its obligations under the Agreement after that period, the Parties are authorised to terminate the Agreement, without this resulting in an obligation to pay compensation.
- 14.5 In the event that, as a result of force majeure, completion of the Assignment is delayed to such an extent that the Assignment cannot be completed before the start of the Event, the Parties are authorised to terminate the Agreement. In such case, Global Expo Stand is entitled to compensation of the costs it has incurred.
- 14.6 If, at the time the force-majeure situation arises, Global Expo Stand has already complied with some of its obligations under the Agreement or will only be able to comply with some of its obligations, it is authorised to invoice the part that has already been delivered or can be delivered to the Client separately, and the Client is obliged to pay such invoice.

Article 15: Confidentiality

- 15.1 Client is obliged to treat information provided in Quotations and Agreements and regarding the delivery of the Agreement, as well as any other correspondence that is deemed confidential, as confidential.

Article 16: Applicable law and competent court

- 16.1 These General Terms and Conditions, all the Agreements and all the legal relationships between the Parties that arise from that or are associated with that are subject to Dutch law.
- 16.2 In the event of disputes between the Parties, the competent court in the district in which Global Expo Stand is located has exclusive jurisdiction.

Most recently amended in January 2024