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**ADVERTISING CONDITIONS**  
**JAARBEURS B.V.**

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**DECEMBER 2021**

## 1. DEFINITIONS

1.1 The terms listed below have the following meaning in these General Terms and Conditions:

<b>“Additional Services”</b>	all work performed and performances provided other than the Services provided by Jaarbeurs;
<b>“Advertiser”</b>	the natural person or legal entity that has entered into the Agreement with Jaarbeurs;
<b>“Advertisement”</b>	the advertising message(s) in the format specified in the Agreement, aimed at promoting the Advertiser’s products or services;
<b>“General Terms and Conditions “</b>	these advertising conditions of Jaarbeurs;
<b>“GDPR”</b>	the General Data Protection Regulation (EU) 2016/679;
<b>“Services”</b>	the displaying of the Advertisement(s) at the Location(s) during one or more Slot(s) within a Time Block during the Period;
<b>“Date of Commencement”</b>	the agreed date on which the Advertisement is first displayed;
<b>“Intellectual Property Rights”</b>	all intellectual and industrial property rights, including patents, trademarks, design rights, copyrights, database rights, know-how and rights arising from the <i>Handelsnaamwet</i> (Trade Names Act);
<b>“Jaarbeurs”</b>	Jaarbeurs B.V., a private limited liability company, having its registered office at Jaarbeursplein 6, 3521 AL Utrecht, the Netherlands, registered at the Chamber of Commerce under number 30149551;
<b>“Location(s)”</b>	the location(s) agreed on between the parties in the Agreement where an Advertisement may be displayed;
<b>“Agreement”</b>	the Agreement Digital Advertising between Jaarbeurs and the Advertiser, governed by the General Terms and Conditions and specifying the Services provided by Jaarbeurs to the Advertiser;
<b>“Period”</b>	the period agreed on in the Agreement in which the Advertisement is displayed at the Location(s) during one or more Slot(s) within a Time Block;
<b>“Slot(s)”</b>	the period within a Time Block, agreed on in the Agreement, during which an Advertisement may be displayed;

<b>“Technical Specifications”</b>	the technical specifications that an Advertisement must meet in order to be displayed at a Location, provided by Jaarbeurs, which may change from time to time;
<b>“Time Block”</b>	the period agreed on in the Agreement in which an Advertisement is displayed at a Location during one or more Slots; and
<b>“Confidential Information”</b>	all information of whose confidential nature the parties should reasonably be aware, in any event including: (a) the information identified as confidential by one of the parties; and (b) Jaarbeurs’s price information, procedures, methods and techniques, insofar as they have not been disclosed by Jaarbeurs.

1.2 Unless otherwise agreed in the Agreement:

- a) “written/in writing” includes electronic communication by email or via the internet;
- b) a reference to an article means a reference to an article of these General Terms and Conditions; and
- c) a date or period related to the provision of the Services is not a strict deadline.

## **2. APPLICABILITY**

- 2.1. These General Terms and Conditions govern all quotations and agreements regarding the provision of the Services between Jaarbeurs and the Advertiser.
- 2.2. Variations from and additions to the General Terms and Conditions are valid only if agreed on in writing.

## **3. QUOTATIONS**

- 3.1. All quotations of Jaarbeurs are subject to contract, unless otherwise stated in writing by Jaarbeurs.
- 3.2. The Advertiser warrants that the information made available to Jaarbeurs by it or on its behalf, on which Jaarbeurs has based its offer, is correct and complete.

## **4. ADVERTISEMENT**

- 4.1. Jaarbeurs will use its best endeavours to provide the Services during the Period.

- 4.2. The parties will reasonably cooperate with each other in order to perform their obligations under the Agreement.
- 4.3. To enable Jaarbeurs to provide the Services, the Advertiser will provide the Advertisement no later than five (5) working days before the Date of Commencement, in accordance with the Technical Specifications.
- 4.4. Jaarbeurs aims to test within two (2) working days whether the Advertisement provided by the Advertiser meets the Technical Specifications. If the Advertisement provided does not meet the Technical Specifications, Jaarbeurs will notify the Adviser accordingly and, if possible, give it the opportunity to repair the defects. The Advertiser acknowledges and accepts, however, that Jaarbeurs might not be able to provide the Services if it does not receive an Advertisement two (2) days before the Date of Commencement that meets the Technical Specifications. In that case the fee agreed on between the parties remains payable by the Advertiser to Jaarbeurs.
- 4.5. The Advertiser is at all times responsible for the layout, design and content of the Advertisement. The Advertiser indemnifies Jaarbeurs and holds it harmless from and against any third-party claims regarding all loss incurred in respect of the layout, design and content of the Advertisement.
- 4.6. Jaarbeurs is free to decide not to display an Advertisement for reasons at its discretion. Jaarbeurs will in no event display any Advertisement that is unlawful or wrongful or that is offensive in Jaarbeurs's moral or ethical opinion. Jaarbeurs aims to inform the Advertiser within two (2) working days after the provision of an Advertisement that Jaarbeurs will not display the Advertisement. If the Advertiser does not provide a new Advertisement in a timely manner in accordance with Article 4.3, the fee agreed on between the parties remains payable by the Advertiser to Jaarbeurs.
- 4.7. The Advertiser acknowledges and accepts that Jaarbeurs will not exclusively provide the Services to the Advertiser and that advertisements of other advertisers may also be displayed at the Location(s) during the agreed Time Block and Slot.
- 4.8. Jaarbeurs aims for reasonable availability of the Advertisement at the Location(s) during a Slot or Slots. Restrictions, defects and interruptions may, however, occur and do not constitute breach. Jaarbeurs will use its best efforts to resume the Services as soon as possible.
- 4.9. Jaarbeurs is in no event required to comply with a request to provide Additional Services and may demand that a separate written agreement is entered into for that purpose.

## **5. FEE**

- 5.1. The Advertiser will pay Jaarbeurs the amount agreed on between the parties in the Agreement.

- 5.2. All fees agreed on between the parties are exclusive of turnover tax (VAT) and other charges imposed by the authorities. All fees are denominated in euros and the amounts due will be paid in euros.
- 5.3. In the case of an Agreement that refers to amounts periodically payable by the Advertiser, Jaarbeurs may change the applicable fee by giving written notice subject to a notice period of at least three (3) months.
- 5.4. Jaarbeurs may at any time adjust the agreed fee by giving written notice to the Advertiser for performances that, according to the planning in question or under the Agreement, will be provided on a date at least three (3) months after the date of that notice.
- 5.5. If the Advertiser does not accept the adjustment of the fee referred to in Article 5.3 and 5.4, it may give written notice of termination of the Agreement within seven (7) working days after the notice referred to in those clauses, effective from the date stated in Jaarbeurs's notice on which the adjustment of the fee will enter into force.
- 5.6. The Advertiser will pay all invoices in accordance with the payment conditions stated in the invoice. In the absence of specific conditions, the Advertiser will pay the entire amount of the invoice within fourteen (14) days after the invoice date.
- 5.7. If the Advertiser fails to pay the amounts due within the agreed period, the statutory interest is payable by the Advertiser on the outstanding amounts without any notice of default being required.
- 5.8. If the Advertiser fails to pay the claim after being given notice of default, the claim may be handed over to a debt collection agency, in which case the Advertiser is required, in addition to the total amount then due, increased by the aforesaid administrative costs, also to pay all the judicial and extrajudicial costs, including all costs charged by external experts in addition to the costs established in court related to the collection of the claim or other legal measures, the amount of which is set at a minimum of 15% of the total amount.
- 5.9. The Advertiser may not suspend any payment and may not set off any amounts due.

## **6. INTELLECTUAL PROPERTY RIGHTS**

- 6.1. The Agreement does not pertain to the transfer of any Intellectual Property Rights.
- 6.2. The Advertiser gives Jaarbeurs and the third parties engaged by it the right to use the Intellectual Property Rights in an Advertisement insofar as that is necessary to provide the Services.
- 6.3. The Advertiser indemnifies Jaarbeurs and holds it harmless from and against all third-party claims for reimbursement of loss under the Agreement, including on the grounds of

infringement (or alleged infringement) of Intellectual Property Rights of those third parties, also if the claim is due to the displaying of the Advertisement by Jaarbeurs in accordance with the Agreement or is otherwise due to the provision of the Services.

## **7. PERSONAL DATA/PRIVACY**

- 7.1. The parties will process personal data in performing the Agreement. The parties are regarded as independent controllers in that regard within the meaning of the GDPR.
- 7.2. The Advertiser will process all personal data that it processes under the Agreement in accordance with the applicable Dutch and European legislation and regulations in the field of personal data protection. In doing so, the Advertiser will ensure that it provides Jaarbeurs only with personal data that Jaarbeurs is entitled to receive under those regulations, including the GDPR and the GDPR Implementation Act. The Advertiser warrants that Jaarbeurs is entitled under the Agreement to display personal data, if any, in Advertisements under the applicable legislation and regulations, including the GDPR.
- 7.3. The Advertiser may not process any visual material in the Advertisement in which natural persons are recognisably depicted without the express consents of the persons in question in accordance with the GDPR. The Advertiser will inform the persons involved of the processing of their personal data in accordance with Articles 13 and 14 of the GDPR.
- 7.4. The manner in which Jaarbeurs processes the personal data with which the Advertiser has provided Jaarbeurs is stated in Jaarbeurs's Privacy Statement. The Privacy Statement can be found at [www.jaarbeurs.nl/en/privacy-statement](http://www.jaarbeurs.nl/en/privacy-statement).
- 7.5. If the Advertiser acts in breach of the applicable legislation and regulations in the field of personal data protection or this provision, the Advertiser is liable for all costs and loss consequently incurred by Jaarbeurs. The Advertiser indemnifies Jaarbeurs against any fines or penalties imposed on Jaarbeurs by the Dutch Data Protection Authority or other competent authorities and claims from data subjects or third parties if they are attributable to the Advertiser.

## **8. CONFIDENTIALITY**

- 8.1. The parties undertake to keep all Confidential Information that they receive from the other party confidential, unless the former party:
  - a) has obtained the other party's written consent to disclose the information in question to a third party; or
  - b) is obligated to disclose information to third parties on the grounds of a request of or an order duly imposed by a public authority, or on the grounds of a statutory obligation.

8.2. The parties will also impose this obligation on their employees and on third parties engaged by them in the performance of the Agreement.

## **9. TERM AND TERMINATION**

9.1. The Agreement is entered into on the date on which both parties sign the Agreement.

9.2. The Agreement is entered into for the Period and ends by operation of law at the end of the Period. That termination is without prejudice to the Advertiser's obligation to perform any pending obligations under the Agreement that have not yet been completed by that time.

9.3. Without prejudice to Article 9.2, Jaarbeurs may terminate all or part of the Agreement with immediate effect if:

- a) the Advertiser is granted a suspension or provisional suspension of payment;
- b) a petition in bankruptcy is filed against the Advertiser;
- c) the Advertiser's business is liquidated or terminated otherwise than with a view to a reconstruction or merger of companies; or
- d) the control over the Advertiser's business changes.

9.4. Jaarbeurs is in no event liable for reimbursement of any sums already received or liable for any damages on termination of the Agreement by the Advertiser.

9.5. Each of the parties is authorised to dissolve (*ontbinden*) the Agreement under the law. If the Advertiser has already received performances under the Agreement at the time of the dissolution, those performances and the related payment obligations will not be reversed. Any amounts invoiced by Jaarbeurs before the dissolution related to performances already provided under the Agreement remain payable in accordance with the preceding sentence and fall due immediately at the time of the dissolution.

## **10. LIABILITY**

10.1. Jaarbeurs is not liable for any loss directly or indirectly incurred by the Advertiser, its staff or visitors, including consequential loss, loss of profits and loss caused by theft, destruction or any other cause, except in the event of intent or gross negligence.

## **11. FORCE MAJEURE**

11.1. Force majeure as used in the Agreement has the meaning given to that term in Article 6:75 of the Dutch Civil Code and, insofar as not already included in that term, war, civil war, war risk, strikes, lockouts, regulations at a local or national level that make the performance of the Agreement temporarily or permanently impossible, transport difficulties, the cancellation of an event or the reservation of the location for an event, fire, power failures, software malfunctions and other serious disruptions of Jaarbeurs's business or that of its suppliers.

- 11.2. If Jaarbeurs is unable to perform or to properly perform its obligations due to an event of force majeure, those obligations are suspended until such time at which Jaarbeurs is able once again to perform the Agreement in the agreed manner.
- 11.3. If the event of force majeure lasts longer than ninety (90) days, each of the parties is authorised to dissolve (*ontbinden*) the Agreement by giving written notice. The provisions of Articles 9.4 and 9.5 apply *mutatis mutandis* in that case.

## **12. OTHER PROVISIONS**

- 12.1. The Advertiser warrants that it has the right and is fully authorised to enter into the Agreement, to grant the rights set out in the Agreement and to perform all its obligations under the Agreement.
- 12.2. Jaarbeurs may engage a third party in providing the Services.
- 12.3. The Advertiser may not sell or transfer its rights and obligations under the Agreement to a third party. Jaarbeurs may transfer its entitlement to the payment of fees to a third party.
- 12.4. If any provision of these General Terms and Conditions is void or is declared invalid, the other provisions of these General Terms and Conditions continue to apply in full.
- 12.5. Jaarbeurs reserves the right to amend these General Terms and Conditions at any time.

## **13. GOVERNING LAW AND DISPUTES**

- 13.1. The Agreements between Jaarbeurs and the Advertiser are governed by Dutch law. The applicability of the 1980 United Nations Convention on Contracts for the International Sale of Goods is excluded.
- 13.2. All disputes between the parties will be exclusively submitted to the competent court of Midden-Nederland.