

General Terms and Conditions JAARBEURS HALL RENTAL

February 17th 2023

I GENERAL

Article 1 Definitions

In these General Terms and Conditions the terms used will be defined as follows unless otherwise agreed in writing.

1. Accommodation: the space and facilities as defined in the Agreement.
2. Venue Regulations: Jaarbeurs' house rules that apply at any time to anyone to be found for whatever reason on the Jaarbeurs premises and that therefore govern all agreements between Jaarbeurs and the Contractor. The latest version of the Venue Regulations can be found at <https://www.jaarbeurs.nl/en/general-terms-and-conditions>.
3. Activity: the trade show, event or any other activity that is the subject of the Agreement.
4. Agreement: the rental agreement, these General Terms and Conditions and the Venue Regulations and any further written agreements (including the facilities quote) between Jaarbeurs and the Contractor regarding the rental of one or several space(s) and/or additional facilities.
5. Contractor: the natural or legal person entering into an agreement with Jaarbeurs.
6. General Terms and Conditions: these hall rental general terms and conditions, which form an inseparable part of and apply to all agreements between Jaarbeurs and the Contractor regarding space and the attendant Jaarbeurs facilities. Variations from these general terms and conditions are possible only if expressly confirmed in writing by Jaarbeurs. The applicability of any general terms and conditions used by the Contractor is hereby expressly excluded.
7. Jaarbeurs: the private company Jaarbeurs B.V., having its registered office and place of business at Jaarbeursplein in Utrecht, registered at the Chamber of Commerce under number 30149551, as well as all businesses affiliated with this company.
8. Option confirmation: a provisional reservation – and if there are several prospects in a particular order of priority – for the rental of one or more space(s) and/or additional facilities for a specific period. Jaarbeurs will be bound only after a final Agreement has been made with the Contractor.
9. Rental Period: the dates and times specified in the Agreement on which the rental of the Accommodation begins and ends, without prejudice to the Contractor's obligations that, by their nature, remain in force after the end of the Rental Period.
10. Reservation Value: the amount to be paid to Jaarbeurs by the Contractor as specified in the Agreement regarding the Accommodation and other products and services – yet to be agreed – to be supplied by Jaarbeurs.

Article 2 The Accommodation

1. The Accommodation only includes the space(s) described in the Agreement plus the facilities mentioned. The central entrance area, the other publicly accessible spaces and Jaarbeurs' outside premises are not included in the Accommodation. The ticket gate, registration and/or reception should therefore be located in the Accommodation.
2. Except with the written consent of Jaarbeurs the Contractor may not:
 - a) use the Accommodation for any purpose other than set out in the Agreement, including changing the concept set out in the Agreement;
 - b) Sub-lease the Accommodation or otherwise transfer the rights and obligations arising from the Agreement to third parties, on the understanding that stand space(s) may be rented out to exhibitors at the trade shows described in the Agreement subject to these General Terms and Conditions and the Venue Regulations;
 - c) Exhibit goods in the Accommodation outside the programme described in the Agreement;
 - d) Allow the assembly of stands and/or exhibitions, advertising and/or information means in whatever form in the central entrance area, the other publicly accessible spaces or the outside premises.

Article 3 Terms of Payment

1. The rental fee and other additional costs must be paid without any discount or set-off by the due dates specified in Jaarbeurs' invoice at the latest and if no due dates are mentioned within fourteen (14) days of invoice.
2. Failing payment (in full) within the term set in Article 3.1 the Contractor will be in default by operation of the law and Jaarbeurs will have the right, without any notice of default being required:
 - a) to suspend its obligation under the Agreement and to collect the amounts due and to collect all judicial as well as extrajudicial costs. The extrajudicial costs of collection are hereby set at 15% of the outstanding amount; or

- b) to dissolve (*ontbinden*) the Agreement by means of a written statement. In that event the Contractor will be bound to pay compensation equalling the Reservation Value increased by interest at the statutory trade interest as from the final payment date of the invoice as set out in paragraph 1 of this Article without prejudice to Jaarbeurs' right to demand additional compensation.
3. By way of additional security for performance of the Contractor's obligations under the Agreement Jaarbeurs has the right at all times to demand a deposit of the Contractor. Jaarbeurs has the right to recover all the claims it has or will have against the Contractor under the Agreement from the deposit to the extent possible, without any notice of default or judicial intervention being required.
 4. Jaarbeurs reserves the right at any time to unilaterally and prematurely (i) adjust the prices of its products and services, such as catering and facilities; and/or (ii) charge the Contractor the costs related to the measures or additional measures imposed on Jaarbeurs by the authorities (both local and national).

Article 4 Acceptance and Vacation of the Accommodation

1. The Contractor accepts the Accommodation in the condition in which it is upon commencement of the Agreement. Any defects established upon expiry of the Rental Period will be deemed to have arisen during the Rental Period unless the Contractor has notified Jaarbeurs in writing of such defects upon commencement of the use.
2. The Contractor may not make any changes or additions to the Accommodation without Jaarbeurs' express written consent. Jaarbeurs may return to its original condition all items installed, removed or altered, at the Contractor's reasonable expense.
3. Vacation/Dismantling of the Accommodation must be completed by the date and time specified in the Agreement at the latest. The Accommodation must be vacated entirely and be delivered clean and in the state as it was made available. In the event of non-completion or inadequate completion by the time referred to above Jaarbeurs has the right to take the necessary measures at the expense of the Contractor.
4. Any damage to the Accommodation during the Rental Period, by whatever cause and insofar as not caused by Jaarbeurs, may be repaired by Jaarbeurs at the expense of the Contractor.

Article 5 Public Order Provisions

1. The Contractor must at all times grant access to the Accommodation to Jaarbeurs personnel and/or parties authorised by Jaarbeurs.
2. The Contractor must duly comply with all regulations set by the Municipality of Utrecht, the Fire Department and/or other authorities with regard to the Accommodation, the Rental Period and/or the Activity.
3. Jaarbeurs reserves the right at all times to give mandatory instructions to the Contractor and any third parties engaged by the Contractor if deemed advisable by the fire department, the police or Jaarbeurs in the interest of (public) order and safety. The measures that Jaarbeurs may take to that end include refusing access to the Contractor and/or participants to its building and grounds and/or cancelling the Activity in question.
4. The Contractor may not cause any nuisance or hinder to third parties when using the Accommodation and must ensure that participants also refrain from doing so.
5. The Contractor is not entitled to any refund or remission of the Reservation Value or reimbursement of any costs or loss resulting from any cancellation or change as referred to in the preceding paragraphs.
6. During the Rental Period the security of the Accommodation may be executed only by security personnel to be designated by Jaarbeurs at the expense of the Contractor.

Article 6 Licences and Regulations under Public Law

1. The Contractor must hold the licences required by public law for the Activity. Jaarbeurs has the right at all times to ask the Contractor for inspection of the licences obtained.
2. Jaarbeurs reserves the right to deny the Contractor access to the Accommodation and to prohibit the Activity if necessary if the Contractor has failed to comply with the provisions contained in paragraph 1 of this Article.
3. The Contractor is responsible for applying the required licences as referred to in paragraph 1 of this Article. Jaarbeurs does not accept any liability for costs or loss or damage of whatever nature resulting from the failure to obtain the required licences or non-compliance with the terms of the licence.
4. Jaarbeurs' premises are subject to an environmental permit that sets specific conditions with regard to noise pollution. If necessary Jaarbeurs will apply for exemption from the noise pollution regulations. The application for exemption is reserved to Jaarbeurs explicitly. Jaarbeurs does not accept any liability

towards the Contractor if the competent authorities do not grant the required exemptions.

5. Sound measurements for an Activity may be made only by a measuring agency designated by Jaarbeurs.
6. For the procedure for applying for an events permits, for which the Contractor is responsible, Jaarbeurs refers to the website of the Municipality of Utrecht.
7. Smoking is not permitted in the Accommodation. Any fines for breach of the Dutch laws and regulations in this field are payable by the Contractor.

Article 7 Catering

1. Unless otherwise agreed in writing the catering within the Accommodation is reserved to Jaarbeurs exclusively.
2. The Contractor may not sell or provide free of charge beverages and/or foods unless subject to terms yet to be agreed and Jaarbeurs has granted written exemption in advance.
3. Restaurants, catering sales points and the accompanying infrastructure do not form part of the Accommodation and must be accessible to the public at all times unless otherwise agreed between Jaarbeurs and the Contractor.

Article 8 Publicity and Advertising Statements

1. Within or outside the immediate surroundings of the Accommodation, including access roads and parking lots the Contractor may not place, install or cause others to do so, vehicles provided with advertisements, signs, banners, illuminated advertising, loudspeakers or other objects for advertising purposes of whatever nature, without Jaarbeurs' express written consent.
2. The Contractor may not cover up, remove or conceal the advertising present in the Accommodation.
3. In the event of breach of paragraphs 1 and 2 the Contractor will forfeit an immediately payable penalty of EUR 5,000 for each portion of a day that such breach continues without prejudice to Jaarbeurs' right to additional compensation. Jaarbeurs will furthermore have the right to immediately terminate the publicity or have the same removed at the risk and expense of the Contractor without prejudice to Jaarbeurs' right to recover the resulting costs and loss from the Contractor.
4. For publicity purposes Jaarbeurs may – in consultation with the Contractor – make video and/or sound recordings of the Activity in the Accommodation. Jaarbeurs furthermore reserves the right to mention the Activity in its annual report or its calendar of trade shows and events.

Article 9 Insurance

1. The Contractor must take out adequate insurance against all damage that may occur during the Rental Period. Adequate insurance will be understood to mean insurance covering all loss and damage incurred and to be incurred by Jaarbeurs or third parties as a result of the Contractor's Activity on the Jaarbeurs Premises.

Article 10 Jaarbeurs Logo

1. No one, therefore including the Contractor, may use Jaarbeurs' (trademark) names and/or logos or those of the companies associated with Jaarbeurs in whatever form and in whatever way, unless with Jaarbeurs' express written consent.
2. In the event of breach of the provisions contained in paragraph 1 Jaarbeurs reserves all rights, expressly including the right immediately to arrange for the removal of its name, tradename and logo at the Contractor's expense and to claim damages.

Article 11 Cancellation by Jaarbeurs

1. Jaarbeurs reserves the right to suspend or cancel the Agreement on account of special circumstances (such as force majeure in the broadest sense including but not limited to fire, national calamities, riots, epidemics, pandemics, strikes, war and terrorism). Jaarbeurs will then consult with the Contractor.
2. Jaarbeurs reserves the right at all times (including in the case referred to in paragraph 1 of this article) (i) in consultation with the Contractor to move the Rental Period to a new date, in which case the Agreement continues to apply in full and the Contractor is not entitled to any refund or remission of the Reservation Values; and (ii) to cancel the Agreement with immediate effect, without being liable for damages or any other reimbursement of costs, on the grounds of an order, prohibition or enforcement action being imposed by any competent authority. The Contractor is aware that Jaarbeurs is under the supervision of various authorities (including the fire service, municipality and police) whose changes of views may give rise to measures related to the Activity.

3. The Contractor will not be entitled to compensation of any costs or loss or damage caused by cancellation or changes as referred to in the preceding paragraphs.

Article 12 Cancellation by the Contractor

1. In the event of cancellation of (part of) the Agreement the Contractor will always owe the Reservation Value in full.
2. In the event of cancellation from three months prior to the first day of the Rental Period and no Agreement had been made yet at the time of cancellation with regard to facilities and/or catering products for the next edition of the Activity the Reservation Value will include the margin-based turnover achieved by Jaarbeurs on the facilities and/or catering products and services for the latest edition of the Activity.

Article 13 Costs of Facilities and Other Services

1. Jaarbeurs has drawn up an exhibitors' handbook containing relevant information about the Jaarbeurs premises and the services and/or products to be rendered by Jaarbeurs and/or third parties.
2. The costs of facilities and other services as defined in the Agreement with regard to electricity, lighting, ventilations, heating, water, compressed air, charges of licences, sound measurements, telephone, fax, rental of audio-visual equipment, furniture and catering services, etcetera will be paid by the Contractor and are not included in the Rental Fee. If applicable, it may be agreed that connections and consumption at stand level will be charged to the Contractor's exhibitors directly.
3. The Contractor is required to purchase at its own expense certain services such as security, fire department, cleaning, waste disposal, catering and other facilities, to be determined by Jaarbeurs depending on the Activity to be held. A list of mandatory facilities will be available from Jaarbeurs upon request.
4. The costs referred to in paragraphs 2 and 3 of this Article will be determined and invoiced to the Contractor by Jaarbeurs six weeks approximately prior to the Activity. Payment must be made within the term set in Article 3.1.
5. Any additional facilities – ordered by the Contractor after payment as referred to in paragraph 4 of this Article – will be invoiced by Jaarbeurs to the Contractor based on actual costs within ten working days after the Activity.
6. Jaarbeurs and the Contractor will consult about the services referred to in this Article and the estimated costs in time, but at any rate within six weeks prior to commencement of the Activity.
7. The Contractor and the third parties engaged by it may not sell to any third party the services or products to be provided by Jaarbeurs at a rate higher than Jaarbeurs' applicable rate at any time.

Article 14 Set-Up and Assembly

1. The Accommodation must be set up and assembled in consultation with Jaarbeurs and with due observance of the provisions contained in the Venue Regulations. Jaarbeurs has the right at all times to lay down additional binding regulations.
2. At Jaarbeurs' request all plans, designs and/or scale models for the floor layout must be submitted to Jaarbeurs for approval no later than the time specified by Jaarbeurs. Only after such approval has been obtained may the assembly be commenced. Jaarbeurs reserves the right to withhold its approval, if necessary without stating any reasons.
3. The operation of and work on electric installations, temporary connections and other facilities equipment in the Accommodation will be carried out exclusively by fitters designated by Jaarbeurs.
4. The temporary connections to be installed at the Contractor's request must comply with the Terms and Conditions for the Provision of Connections of Power Companies, and Jaarbeurs' additional Terms and Conditions for the Provision of Electricity.
5. Jaarbeurs does not accept any liability towards the Contractor and/or its user with regard to the availability of wireless internet, compressed air, heat, energy, etcetera, other than the liability accepted by the utility companies towards Jaarbeurs.

Article 15 Compliance by Exhibitors

1. The provisions contained in these General Terms and Conditions will apply also to all participants, including exhibitors of the Contractor, who have access to or who make use of the Accommodation. The Contractor must ensure that the participants take note of these General Terms and Conditions, including the Venue Regulations, and warrants towards Jaarbeurs that the participants will comply carefully and duly with the provisions of these General Terms and Conditions.

2. The Contractor will at all times remain responsible and liable for the proper compliance by exhibitors with the provisions contained in these General Terms and Conditions and any loss and damage caused by breach thereof. The Contractor indemnifies Jaarbeurs against all claims of third parties arising from breach of these provisions by Contractor and/or the exhibitors.

Article 16 Privacy

1. The Parties will process personal data in the implementation of the Agreement. The Parties are regarded as separate data controllers in that regard within the meaning of the General Data Protection Regulation (GDPR).
2. The Contractor 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. The Contractor must thereby ensure that it provides Jaarbeurs only with those Personal Data that Jaarbeurs is entitled to receive under those regulations, including the GDPR and the GDPR Implementation Act.
3. The Contractor must keep secret all personal data that it receives from Jaarbeurs or other persons within the Jaarbeurs Premises and must take all necessary measures to safeguard the confidentiality of those personal data. If the Contractor becomes familiar with any incorrect handling of personal data within the Accommodation, it must immediately notify Jaarbeurs accordingly.
4. The Contractor may not take any photographs or video images whereby a person is present in the Jaarbeurs Premises is recognisably depicted and may not publish or otherwise use such visual material, without obtaining express permission in accordance with the GDPR from the data subjects. The Contractor must inform the data subjects of its processing of their personal data in accordance with Articles 13 and 14 of the GDPR.
5. The manner in which Jaarbeurs processes the personal data with which the Contractor has provided Jaarbeurs can be found in Jaarbeurs' privacy statement. That Privacy Statement can be consulted at <https://www.jaarbeurs.nl/en/privacy-statement>.
6. If the Contractor fails to comply with the applicable laws and regulations in the field of personal data protection or with this provision, the Contractor is liable for all costs and loss consequently incurred by Jaarbeurs. The Contractor indemnifies Jaarbeurs against any fines and penalties imposed by the Data Protection Authority or any other competent authority on Jaarbeurs and against any claims from data subjects or third parties if they are attributable to the Contractor.

Article 17 Miscellaneous

1. At least fourteen days before commencement of the Rental Period the Contractor must inform Jaarbeurs of the expected arrival of special guests, such as members of the Royal Family and dignitaries of ministerial level. The Contractor must arrange for a fitting reception of its guests and must take adequate security measures in consultation with Jaarbeurs.
2. Jaarbeurs is not liable for any loss or damage, sustained directly or indirectly by the Contractor, its personnel or visitors – including consequential loss, trading loss and loss or damage caused by theft, vandalising or any other cause – except in the event of wilful misconduct or gross negligence on its part. Jaarbeurs is not liable for the consequences of defects with which it was not familiar, and was not required to be familiar, on entering into the Agreement.
3. The Contractor is liable for damage to property and/or personal injuries that occur in the Accommodation and/or on the related premises, except in the event of wilful misconduct or gross negligence on the part of Jaarbeurs.
4. If there are several Contractors, they will all be jointly and severally liable for anything due under or in connection with the Agreement. The Contractor jointly and severally warrants towards Jaarbeurs the correct performance of the financial obligations of the third parties designated by it (such as suppliers/subcontractors) that purchase products or services at Jaarbeurs for the benefit of the Activity.
5. Jaarbeurs at all times reserves the right to make changes, if any, in the configuration and availability of all or part of the Accommodation, without being liable for any reimbursement of costs or loss.
6. The parties expressly agree that any reliance on force majeure by the Contractor in the event of cancellation of all or part of the Agreements, and any reliance on dissolution (*ontbinding*) by the Contractor under Article 6:265 of the Dutch Civil Code is excluded.
7. The Contractor may never invoke an undertaking given orally by or on behalf of Jaarbeurs unless Jaarbeurs has confirmed such undertaking in writing.
8. The parties must keep the content of the Agreement secret, except insofar as disclosure is required by law or the other party has given consent for disclosure.

9. The Agreement and these General Terms and Conditions are governed exclusively by Dutch law.
10. All disputes arising between Jaarbeurs and the Contractor further to the Agreement, these General Terms and Conditions or any subsequent agreement made between the parties will be settled under Dutch law by the competent court of Utrecht.
11. Jaarbeurs may at any time amend these General Terms and Conditions. Such amendments will apply to the Agreement only with the Contractor's written consent.