

STANDARD TERMS AND CONDITIONS OF DELIVERY OF RAI EXHIBITOR SERVICES

I GENERAL PART OF THE STANDARD TERMS AND CONDITIONS

Article 1 - Definitions

- 1.1 Standard Terms and Conditions: the present Standard Terms and Conditions of Delivery of RAI Exhibitor Services;
- 1.2 Convention Centre: the (meeting and conference) rooms, the Elicium, the (exhibition) halls, and the lounges and/or foyers of the Amsterdam RAI Convention Centre in Amsterdam;
- 1.3 ES or RAI Exhibitor Services: RAI, including above all the RAI department responsible for the delivery of a Product to and/or the installation of a Product for Clients, and the Suppliers as well as the auxiliary staff of ES and/or the Suppliers;
- 1.4 Event: every exhibition, conference, exhibition or other event in the Convention Centre;
- 1.5 Supplier: a Product supplier engaged by ES or an installation firm engaged by a Supplier or ES, regardless of whether or not the Supplier is based in the Convention Centre and regardless of whether or not the Supplier works virtually exclusively for ES;
- 1.6 Order: an order of a Client as referred to in article 4.2 of these Standard Terms and Conditions;
- 1.7 Client: a natural or legal person who places an Order in the Webshop;
- 1.8 Contract: a contract between RAI Exhibitor Services and a Client for the supply of Products;
- 1.9 Parties: ES, the Client and, where applicable, the Supplier;
- 1.10 Product: each of the things, goods and services, including works, which ES has agreed to deliver to or install for the Client (whether or not the through the intermediary of a Supplier) for use, consumption or hire by the Client;
- 1.11 RAI: Amsterdam RAI B.V., which has its registered office at Europaplein, Amsterdam, the Netherlands;
- 1.12 Space or Stand: the space or stand in the Convention Centre as specified in the Contract; and
- 1.13 Webshop: the virtual 'shop' operated by ES on the Internet.

A reference in these Standard Terms and Conditions to an 'article' is a reference to an article of these Standard Terms and Conditions.

Article 2 - Applicability of the terms and conditions

- 2.1 These Standard Terms and Conditions apply to all offers, legal relationships and Contracts. Departures from and additions to these Standard Terms and Conditions will be valid only if they have been expressly agreed in writing with ES.
- 2.2 The applicability of the standard terms and conditions of other parties, including those of the Client, is expressly excluded.
- 2.3 If one or more provisions of these Standard Terms and Conditions is/are avoided or is/are null and void, this will not affect the legal validity of the other provisions.
- 2.4 ES, its employees, auxiliary staff and Suppliers may make use of these Standard Terms and Conditions.

- 2.5 If provisions on specific products have been included in Part II of these Standard Terms and Conditions and one of these provisions differs from one or more of the provisions of this General Part of the Standard Terms and Conditions, the provision relating to the specific Product will prevail.
- 2.6 ES reserves the right to alter these Standard Terms and Conditions. Once the Standard Terms and Conditions have entered into force they replace all previous standard terms and conditions, unless expressly indicated otherwise by ES. The altered conditions will apply from the date on which they are deposited at the Chamber of Commerce in Amsterdam.
- 2.7 The Standard Terms and Conditions may always be viewed in the Webshop. On request, a copy of these Standard Terms and Conditions will be supplied without charge.

Article 3 - Webshop

- 3.1 The login data for the Webshop will be notified by ES to the Client and will be solely for use by the contact specified by the Client. The Client shall ensure that his contact does not disclose the login data.
- 3.2 The Client will be responsible and liable for all Orders placed by it or by its contact using the Client's login data.
- 3.3 The Client declares that he will immediately notify ES in writing of every alteration in the data supplied by him to ES in the context of exhibition participation and/or will immediately alter the data in the Webshop.

Article 4 - Conclusion of contracts

- 4.1 All offers and other communications of ES, whether they are sent in writing or electronically (Webshop), are without obligation. The Client guarantees that the measurements, requirements, specifications and other data notified by him or his behalf to ES are correct and complete. ES will not be liable for any errors or differences in relation to the pricing, illustrations, drawings and statements of sizes and weights in quotations and/or on websites published by ES.
- 4.2 ES offers the Client the possibility of placing an Order in the Webshop. ES also offers the Client the possibility of placing an Order in writing, either by fax or by e-mail.
- 4.3 A Contract is concluded at the moment when ES expressly confirms the Order to the Client in writing, either by fax or by e-mail, and without reservation. A Contract is not (yet) concluded by the mere confirmation by ES of receipt of a message sent by the Client.
- 4.4 In the Order the Client should expressly specify the Product, the number, the Event and the period during the Event in which the Client wishes to have the Products. Any errors and/or unclear matters will be the responsibility of the Client. ES's confirmation of the Order in accordance with article 4.3 will be binding on the Parties.
- 4.5 Before sending confirmation of the Order, ES is entitled to verify the validity of an Order sent electronically and/or to request the Client to provide further information.
- 4.6 ES is free to decide not to conclude a Contract if the Client appears to ES to act without due care, has been criminally prosecuted or is (or has been) registered by RAI as a defaulter or for any other reasons RAI may have.
- 4.7 ES may always request security for the fulfilment of the Client's obligations under the Contract in the form of either a deposit or a bank guarantee provided by or on behalf

- of the Client. ES's claims against the Client may be set off by ES against the deposit. After giving notice of default, ES is entitled to recover against the bank guarantee.
- 4.8 Without the express prior written consent of ES, the Client may not wholly or partly transfer any right under the Contract to a third party.

Article 5 - Prices

- 5.1 When confirming the Order ES will confirm to the Client the prices of the delivery and/or installation of the Products. Thereafter prices may be altered by ES only after it has informed the Client. All prices are exclusive of value-added tax (VAT) and all other government levies. Turnover tax and levies will be borne by the Client.
- 5.2 The financial consequences of alterations to the Contract between the date of confirmation of the Order and the delivery and/or installation of the Products will be borne by the Client.

Article 6 - Delivery

- 6.1 Unless agreed otherwise in writing, the term quoted in the confirmation of Order serves as a broad indication of the date of delivery and/or installation of the Products. If any specified term is exceeded, this will not constitute default on the part of ES. The Client will be entitled only to require that delivery and/or installation of the Products takes place within such reasonable period as ES and the Client determine together. The Client cannot derive any entitlement whatever to compensation from the fact that a term is exceeded. Nor does the fact that a term has been exceeded constitute a ground for rescinding or terminating the Contract.
- 6.2 The term indicated in the confirmation of the Order will apply only if all necessary data are in the possession of ES and/or the Supplier and the payment has been made (where this must be made together with the Order) or the requested security has been provided.
- 6.3 A Product will be deemed to have been delivered and/or installed if:
- ES and/or the Supplier has/have informed the Client that the Product is complete, tested and in working Order and the Client has approved or accepted the work by putting it into operation; or
 - twenty-four (24) hours have expired since ES and/or the Supplier has/have informed the Client in writing that the Product is complete, tested and ready for operation and the Client has failed to approve or accept the Product within this period; or
 - the Client has started to use the Product, subject to the proviso that as a result of part of the Product being put into operation, that part of the Product is deemed to have been delivered and/or installed.
- 6.4 If the Product (or its delivery and/or installation) has small imperfections which can be repaired and which do not impair the functioning of the Product, the Product will nonetheless be deemed to have been delivered and/or installed, subject to the proviso that the Client will be entitled to repair the imperfection.
- 6.5 If the delivery and/or installation of a Product is accepted by the Client, this will discharge ES and the Supplier from all liability for imperfections which the Client could reasonably be expected to have discovered.
- 6.6 The risk in relation to a Product passes to the Client when the Client accepts its delivery and/or installation.

- 6.7 Minor imperfections in a Product that are in the nature of departures from the dimensions, colour, capacity, form and/or packaging specified in the confirmation of Order do not give the Client any right whatever to terminate all or part of the Contract, to suspend payment fully or partly or to claim compensation.

Article 7 - Changes to the Stand or its location

If changes are made to the Stand or there is some other relevant change after the conclusion of a Contract, the Client shall notify ES of the change in good time and in writing. If a change is notified eight (8) or less full working days before the build-up of an Event, this may affect, for example, the timely and correct delivery and/or installation of Products. ES is not liable for loss or damage as a consequence of a failure by the Client to notify changes to the Stand or its location and/or a failure to notify them completely, correctly or in time.

Article 8 - Changes and cancellation

- 8.1 The Client is obliged to take delivery of the Products at the time specified in the Contract.
- 8.2 Unless expressly provided otherwise in Part II of these Standard Terms and Conditions or in the Contract, the cancellation conditions described in this article will apply:
- 8.2.1 notice of cancellation of a Contract will always be given to ES in writing, either by fax or by e-mail;
 - 8.2.2 the Client may cancel all or part of an Order without charge until the fourteenth (14th) working day before the first build-up day of the Event;
 - 8.2.3 if a Client cancels a Contract no later than on the sixth (6th) working day before the first build-up day of an Event, he will owe a cancellation fee of fifty percent (50%) of the agreed price;
 - 8.2.4 in the event of cancellation of a Contract on or after the fifth (5th) working day before the first build-up day of an Event, the Client will owe hundred percent (100%) of the agreed price.

Article 9 - Termination of Contract

- 9.1 The Contract will end upon the expiry of the period specified in the Contract.
- 9.2 In the event of a breach of contract on the part of the Client or if it is foreseeable that the Client will fail to fulfil any obligation, ES may suspend the performance of its obligations under the Contract or terminate the Contract wholly or partly, without prejudice to the right of ES to claim compensation for its costs, interest and other loss or damage.
- 9.3 Termination by ES will be by means of a written declaration.
- 9.4 ES will also have the rights referred to in article 9.2 if the Client becomes bankrupt or is granted a suspension of payments, if his assets (or a large part of them) are seized or attached and/or if his business is ended.
- 9.5 If, before the start of the Event, the Client has not paid all owed amounts to ES or has otherwise failed to fulfil his obligations, ES may terminate the Contract unilaterally, without prejudice to the right of ES to claim compensation for its costs, interest and other loss or damage.

Article 10 - Reservation of title upon sale

- 10.1 In so far as a Product is delivered and/or installed with a view to transferring ownership thereof to the Client, ES reserves title to the Product, both for itself and for the Supplier, until the Client has fulfilled all his obligations. In the event of default by the Client, ES may exercise the reservation of title to the Product on its own behalf or on behalf of the Supplier.
- 10.2 If the Client fails to fulfil his obligations or there are good grounds for fearing that this will happen, ES may remove (or cause to be removed) the Product to which ES had reserved title on its own behalf or on behalf of the Supplier, even from a third party who is keeping the Product for the Client. The Client is obliged to cooperate fully in this respect, on pain of a penalty of ten thousand euro (€ 10,000) for each breach and for each day that the breach lasts because the Client fails to cooperate adequately in the exercise of the reservation of title.

Article 11 - Use

- 11.1 During the period of the hire of a Product ES or the Supplier may always inspect the condition and manner of use of the hired Product. The Client should allow ES or the Supplier immediate access to the Product at its first request.
- 11.2 On pain of a penalty equal to the new replacement value of the Product and due and payable forthwith (and not susceptible to mitigation), the Client is prohibited from turning a Product hired from ES or a Supplier into a component of an item of property belonging to the Client, from amalgamating such a Product with an item of property belonging to the Client, from transforming such Product into a new item of property, from depriving the Product of its independent existence, from limiting the right of title of the Supplier or ES and from attaching it as a fixture to any item of property.
- 11.3 If a Product hired from ES or a Supplier is lost, stolen or damaged, the Client shall reimburse the new replacement value of the Product and report the matter to both the RAI and the police within twenty-four (24) hours.
- 11.4 The Client hereby expressly accepts that ownership of the Products is vested in the Supplier or ES. The Client shall use the Products only for the purpose for which they are intended.

Article 12 – Obligations of Client

- 12.1 The Client shall ensure that the delivery and/or installation of a Product by a Supplier is possible during the Supplier's normal working hours and in conditions that comply with the applicable safety requirements and other government regulations.
- 12.2 The Client shall ensure that the requisite approvals (such as licences and exemptions) and the necessary specifications and other data are available to the Supplier in good time.
- 12.3 The costs of energy and power and the approvals which are used by a Supplier or obtained for the delivery and/or installation of a Product will be borne by the Client.
- 12.4 The Client shall ensure that any work (e.g. structural work) to be carried out by third parties and any materials to be supplied and/or other activities to be performed other than by the Supplier is carried out in good time and in such a way that the delivery and/or installation of a Product is not delayed. In the event of delay the Client shall immediately notify ES and the Supplier in writing, either by fax or by e-mail.

- 12.5 If the delivery and/or installation of a Product is delayed by circumstances for which the Client bears the risk, the resulting loss or damage suffered by ES or the Supplier shall be reimbursed by the Client.
- 12.6 The Client shall ensure that adequate and safe auxiliary equipment is available in time for the horizontal and vertical movement of heavy components of a Product and for the accessibility and suitability of the place where work on the Product is to be carried out.
- 12.7 The Client shall bear the risk of, among other things, the following:
- damage to and loss of things such as materials, parts or tools which have been supplied and are under his supervision;
 - damage caused by defects or the unsuitability of things provided by him or prescribed by him and for the late delivery of such things;
 - damage caused by defects in designs, drawings, calculations, specifications, structures and/or implementing rules supplied by or on behalf of the Client;
 - damage caused by the defective delivery or installation of a Product which is attributable to auxiliary staff engaged at the request of the Client or on his behalf; and
 - damage which is attributable to be the defective performance of work and unlawful acts of contractors (and their auxiliary staff) engaged by the Client.
- 12.8 The Supplier may put up its name board and advertising at the place where it is installing the Product.
- 12.9 The Client may not have work unconnected with the Contract carried out by a Supplier.

Article 13 - Client's liability

- 13.1 A Client who hires and/or uses Products of ES should treat these Products with due care.
- 13.2 The Products will be at the expense and risk of the Client from the moment of delivery until the moment when they are once again in the actual possession of ES.
- 13.3 If a Product is lost, stolen or damaged, the Client shall report this in writing to ES without delay but in any event within twenty-four (24) hours. The Client shall reimburse the loss or damage at the new replacement value of the Product and reimburse the consequential damage incurred in connection with the repair of the Product. The Client shall insure this risk adequately at his own expense.
- 13.4 If Products such as audiovisual equipment and/or other expensive items are assembled, placed or installed at the Stand at the Client's request, the Client will be responsible for these Products from the moment of assembly, placement or installation. The Client shall take preventive measures in relation to these Products. The Client shall also arrange for extra insurance cover.
- 13.5 If a Product is hired, the Client shall keep it insured with an authorised insurer at the new replacement value against fire or theft and all other risks against which the goods such as the Product should reasonably be insured. The Client shall produce the insurance certificate for inspection at the first request of ES and/or the Supplier.
- 13.6 If a Product is hired without an arrangement concerning the risk of damage, ES and/or the Supplier may require the Client to provide additional security in accordance with the provisions of article 4.7 before the conclusion of the Contract.
- 13.7 If a Product is hired, the Client shall indemnify ES and/or the Supplier against all liability for damage caused by the Product. The Client shall indemnify ES and/or the

Supplier against all liability for damage arising from inexpert and/or incorrect use of a hired Product.

- 13.8 If a Product is hired, the Client warrants that the Product is used exclusively for the purpose for which it was intended when the Contract was entered into. If it is used for a different purpose ES may terminate the Contract with the Client immediately and recover possession of the Product, and the Client will remain liable to pay the hire charge for the Product in accordance with the Contract.

Article 14 - Obligations of ES

- 14.1 ES shall ensure that the Products used in the performance of the Contract fulfil the quality criteria that can reasonably be imposed in this respect. If statutory safety requirements have been laid down in respect of the Products, ES shall ensure that the Products comply with these safety requirements.
- 14.2 ES undertakes to use qualified staff for the performance of the Contract.
- 14.3 All applicable safety regulations will be observed by ES in the performance of the Contract.
- 14.4 Where necessary, the Supplier will instruct the person designated by the Client on how to operate the Product. The scope and length of the instruction and the date on which it starts will be determined by the Supplier on the basis of what is reasonable.
- 14.5 If circumstances occur that drive up the costs, ES or the Supplier shall inform the Client of this as quickly as possible in writing, either by fax or by e-mail. If such circumstances are not attributable to ES or to the Supplier, the expense shall be borne by the Client.

Article 15 - Liability of ES

- 15.1 ES will be liable for loss or damage only if this is due to intent or comparable gross negligence on the part of ES or its staff.
- 15.2 If ES has any liability to pay compensation under any statutory provision, this liability will be limited in relation to the Client to the amount of the payment made under the insurance. A series of connected occurrences of insured perils will be treated as a single occurrence.
- 15.3 If it is established that ES is liable for loss or damage which is not covered by an insurance policy, the maximum compensation for the loss or damage will be the amount owed by the Client as the price or hire charge under the Contract.
- 15.4 ES will never be liable for consequential loss or damage suffered by the Client or third parties.
- 15.5 ES will never be liable if the breach of contract is a consequence of force majeure as referred to in article 17.1.
- 15.6 A right of action of the Client against ES for compensation or repair of goods will lapse one (1) year after the date on which the Client determines or – if earlier – could reasonably have determined the extent of his loss or damage.

Article 16 - Repairs

Only the Supplier may make any necessary modifications and/or repairs to a Product. The Client may arrange for necessary modifications and/or repairs to be made to a Product by expert staff only with the prior written consent of ES or the Supplier; in all such cases only

original parts may be used. Only the costs of repairing wear and tear caused by normal use shall be borne by ES and/or the Supplier. The costs of repairing wear and tear caused by overloading, inexpert and/or incorrect use, as determined by ES and/or the Supplier, shall be borne by the Client. Defects should be reported immediately in writing to the Supplier.

Article 17 - Force majeure

- 17.1 In these Standard Terms and Conditions, 'force majeure' will in any event mean operational breakdowns, strikes, trade union action, staff sick leave at ES and/or the Suppliers, failures in or limitations of the supply of energy, electricity, telephone or Internet services and materials, transport congestion, fire, explosion, wilful damage, vandalism, troop mobilisation, civil disturbances, war, terrorism, import and/or export restrictions or other government measures that fully or partly hinder performance of a Contract, flooding, the destruction or partial destruction of the goods needed for the performance of a Contract and other accidents.
- 17.2 In the event of force majeure, ES or the Supplier may suspend or terminate the delivery and/or installation of a Product without the Supplier or ES being obliged to pay any compensation to the Client. All costs incurred by ES and/or the Supplier prior to that date will be due and payable forthwith and in full.

Article 18 - Intellectual property and secrecy

- 18.1 All intellectual and industrial property rights in the Products, including but not limited to software, hardware or other materials, will be vested exclusively in ES and/or the Supplier. The Client will obtain only the rights of use and powers expressly granted in the Contract and these Standard Terms and Conditions. The Client shall not reproduce, dispose of, publicise or make copies of the software, hardware or other materials belonging with a Product, except for back-up purposes. Copies made for back-up purposes shall be destroyed by the Client at the end of the Event.
- 18.2 The Client is aware that the software, hardware and other materials belonging with a Product may contain confidential information and trade secrets of ES or the Suppliers. The Client undertakes to keep such software, hardware and materials secret, not to disclose them to third parties or allow them to be used by third parties and only to use them for the purpose for which they are intended.
- 18.3 The Client is not permitted to remove or alter any identifying mark on Products, such as identification numbers and nameplates, concerning copyright, trademarks, trade names or other intellectual or industrial property rights in the software, hardware or materials belonging with a Product.
- 18.4 Every copy for back-up purposes should contain the same copyright and trademark identification as the version delivered. If a temporary right of use has been granted the copies should be destroyed upon termination of the right.
- 18.5 The Client shall indemnify the Supplier and ES against all direct and indirect consequences of claims which third parties may be able to enforce against the Supplier and ES for a breach of one or more of the provisions of this article (article 18).

Article 19 - Inspection and complaint handling

- 19.1 Upon delivery or installation of a Product the Client is obliged to inspect it immediately for conformity.
- 19.2 If the Client discovers defects in the Product or has complaints about the Product, the Client shall report this immediately in writing, either by fax or by e-mail, to ES or - if it is open - at the ES desk in the Convention Centre.
- 19.3 If the Client and/or a third party engaged by him has used the Product in an inexpert and/or incorrect manner, the Client will under no circumstances be entitled to compensation for his loss or damage.
- 19.4 A complaint about a Product may under no circumstances be dealt with if it is submitted after the close of the Event.
- 19.5 A complaint about an invoice should be reported in writing, either by fax or by e-mail, to ES within twenty one (21) days of the date of the invoice.

Article 20 - Returning hired and used Products

- 20.1 The Client shall return Products to the actual control of ES and the Supplier on the date specified for this purpose in the Contract and in the same condition in which he received them.
- 20.2 If the Client has not returned Products to the actual control of ES or the Supplier on the date agreed for this purpose, the Client will be deemed to be in default. The Client will then owe ES compensation equal to twice the price of or hire charge for the Product applicable under the Contract for each day that the Client fails to return it in time, subject to a maximum of the new replacement value of the Product.
- 20.3 If the Client has not returned Products to the actual control of ES or the Supplier on the date agreed for this purpose, the Client will be liable for damage caused by the late delivery and/or to the Product.

Article 21- Subhire

- 21.1 The Client may not allow another person to use a Product or subhire a Product.
- 21.2 If the Client has allowed another person to use a Product or has subhired it, the Client will then owe ES compensation equal to twice the price or hire charge applicable under the Contract for each day that this situation lasts, subject to a maximum of the new replacement value of the Product.

Article 22 - Payment

- 22.1 Unless provided otherwise in the Contract ES will apply a payment term of twenty-one (21) days.
- 22.2 Unless provided otherwise in the Contract, ES will always send its invoices in advance and will endeavour to do so no later than four (4) weeks before the start of the build-up of the Event.
- 22.3 Unless provided otherwise in the Contract, all payments owed for Products must have been received by ES at the latest by the start of the build-up of the Event.
- 22.4 Notwithstanding article 22.3, if the payment is made by cheque the cheque must have been received at the latest five (5) working days before the start of the build-up of the Event. If the cheque is refused upon collection by the bank, article 22.3 will apply in full.

- 22.5 Any additional Orders, changes to Products or extra costs of using Products during the Event will be charged by ES after the close of the Event and should be paid after receipt of the invoice within the payment term stipulated on the invoice.
- 22.6 If the Client fails to fulfil his payment obligation, ES reserves the right to suspend performance of all its obligations until such time as full payment has been made by the Client, without prejudice to the provisions of article 9.5.
- 22.7 If ES has moneys in its possession, whether or not in the form of a deposit as referred to in article 4.7, it will be entitled to set off outstanding invoices against this amount.
- 22.8 When entering into a Contract the Client will receive from ES a purchase order (PO) number to be specified on the invoice. When making payments the Client should always quote the purchase order number.

Article 23 - Collection, interest and costs

- 23.1 If the Client has not paid an invoice within the payment term he will be in default by operation of law, without any further notice of default being required for this purpose. ES may then instruct a third party to collect the claim.
- 23.2 After the expiry of the payment term, the Client will owe not only the invoice amount but also default interest of two percent (2%) a month.
- 23.3 If the claim is transferred to a third party for collection the Client shall also reimburse ES for any damage it suffers as a result. By way of settlement agreement the Parties agree that this damage will not exceed fifteen percent (15%) of the principal or two hundred and fifty euro (€ 250), whichever is the higher.
- 23.4 The Client will never be entitled to suspend and/or set off his payment obligations.

Article 24 - Applicable law and disputes

- 24.1 Dutch law will apply to all offers of ES and to every Contract. The applicability of the Vienna Sales Convention (CISG) 1980 is expressly excluded.
- 24.2 ES will decide in all cases for which these Standard Terms and Conditions make no provision or in which they are deemed unclear.
- 24.3 The Dutch text of the Standard Terms and Conditions is decisive.
- 24.4 If and in so far as any provision of these Standard Terms and Conditions is null and void or is avoided, the other provisions of these Standard Terms and Conditions will remain in force in full. RAI will then adopt a new provision to replace the provision that is null and void or has been avoided, taking account as far as possible of the tenor of the former provision.
- 24.5 Any disputes that may arise between ES and the Client concerning an offer, legal relationship or Contract and/or further agreements between the Parties (or concerning their interpretation) will be decided by the competent court in Amsterdam, regardless of the nature of the dispute, the amount of the claims and the place of residence or business of the Client, without prejudice to the right of ES to refer any dispute to the court competent by law or under any convention. In addition, ES may sue the Client before the court of his place of residence or business.
- 24.6 These Standards Terms and Conditions have been filed with the Chamber of Commerce in Amsterdam.

II PART OF THE STANDARD TERMS AND CONDITIONS RELATING TO SPECIFIC PRODUCTS

A. Additional terms and conditions relating to electricity

The additional terms and conditions on electricity in this chapter, together with the general provisions of these Standard Terms and Conditions, apply to all power supplied through ES. These additional terms and conditions have been laid down by Expotech as 'Points for attention – electronic equipment' in:

http://www.expotech.nl/regels_en_richtlijnen_aandachtspunten_rigging_lichttabel.html.

Article 25 - General

- 25.1 As a supplier to ES, Expotech is the sole supplier authorised to connect stands to the power supply grid of the Convention Centre (230/400V at 50 Hz). Clients are not permitted to provide their own power supply, for example by using generators. All electrical installations should comply with the regulations set out in the most recent version of Netherlands Standards NEN-1010, NEN-3111, NEN-EN 50110 and NEN-3140. Installations should always be certified by the Supplier.
- 25.2 Every switch box at a Stand should have a separate main connection.
- 25.3 For technical reasons it may be necessary for one or more Stands to be connected to a single switch box or for a Stand to be connected to the switch box of an adjacent stand. In that case the Client is not permitted to switch on or off the connection of one of the adjacent Stands.
- 25.4 The Client should instruct the Supplier, through ES, to give notice of the required power supply and any facilities no later than twenty-eight (28) days before the first build-up day of the Event and to provide a drawing of the Stand showing its location and the desired positions of the connection.
- 25.5 Daytime power is switched on from half an hour (0.5 hour) before the start of the Event until half an hour (0.5 hour) after the close of the Event in the case of consumer events and from one (1) hour before until one (1) hour after in the case of trade events. The Client may request night-time power for the use of computer equipment, a refrigerator and/or security equipment at the stand. The stand lighting may not be connected to the night-time power supply. For safety reasons the power supply is shut off on the last day of the Event immediately after the Event closes.
- 25.6 If, in the opinion of the Supplier, the electrical installation of the Client is defective or otherwise unsound, the Supplier is entitled to withhold power supply from the Client.
- 25.7 An early-bird booking rate is applied until twenty-eight (28) days before the first day of the Event. Afterwards the rate increases by twenty-five percent (25%).

Article 26 – Guarantee of installation work

- 26.1 Subject to the following provisions the Supplier undertakes to repair, without charge, defects in Products delivered by the Supplier, including installation and connection, which become apparent during the term of the Contract.
- 26.2 This obligation is limited to defects which the Client could not reasonably be expected to have seen at the time of the completion of the Product, including installation and connection, and which occur in normal operating conditions and when the Product is used correctly. It does not extend to defects which are a consequence of insufficient

- maintenance by the Client, changes made without the written consent of the Supplier or repairs made by the Client or for normal wear and tear for which the Client is liable.
- 26.3 In order to be able to invoke the rights resulting from this article, the Client should:
- immediately inform the Supplier in writing of any defects discovered;
 - show the Supplier that the defects are attributable to the less good qualities or defective execution of the Product or – if and in so far as the Product was designed by the Supplier – are a direct consequence of a fault imputable to the Supplier;
 - cooperate fully with the Supplier in order to enable the Supplier to repair the defects within a reasonable period.
- 26.4 If, in the opinion of the Supplier, the costs of repairing the Product are out of proportion to the Client's interests in having the Product repaired, the Client will be entitled to fair and reasonable compensation.

Article 27 – Settlement for changes in the amount of work

- 27.1 Settlement for changes in the amount of work will take place:
- in the event of changes to the specifications (i.e. changes to the specifications, the Product or the conditions of execution of the Product);
 - in the case of changes to provisional budgets and offsettable and/or estimated quantities;
 - in the cases referred to in these conditions.
- 27.2 Additional work should be paid for by the Client in accordance with the invoice.
- 27.3 If the work and hence the chargeable amount are reduced, the deduction will be made as a lump sum at the time of final settlement.
- 27.4 The absence of a written instruction for additional work does not affect the Supplier's entitlement to payment for such work.

B. Additional terms and conditions relating to rigging

The additional terms and conditions on rigging in this chapter, together with the general provisions of these Standard Terms and Conditions, apply to all rigging Products supplied through ES.

http://www.expotech.nl/regels_en_richtlijnen_aandachtspunten_rigging_lichttabel.html

Article 28 - General

- 28.1 Within the Convention Centre Expotech Rigging is the sole supplier authorised to install and suspend truss and rigging systems.
- 28.2 A truss and rigging system must be executed and certified by the Supplier. If the system does not comply with the specified requirements, the Supplier will not install the system.
- 28.3 The additional terms and conditions relating to electricity, as provided for in part II, chapter A, and the following supplementary provisions will apply mutatis mutandis to a Contract for the suspension of truss and rigging systems.

Article 29 - Design

- 29.1 With respect to truss and rigging systems the Client should take account of:
- the maximum floor and/or roof load capacity of the venue and the points from which the system can or cannot be suspended;

- local factors such as emergency or loading doors, internal or external location, hot, warm, wet, cold or dry position and side wind;
 - the materials that should be suspended (weight) and their equal distribution;
 - dynamic movements of the truss and rigging system;
 - the available and/or required build-up and breakdown times and the length of the hire period.
- 29.2 Each application should be accompanied by a drawing in *.dwg format (AutoCad) which accurately marks the position of the materials to be suspended and the position of the Stand in the hall or other part of the Convention Centre.
- 29.3 All desired suspension points should be marked on the drawing concerned, together with the (height) measurements in metres/centimetres, weights in kilograms, on a scale of 1:100.
- 29.4 When suspending objects supplied by the Client, the Supplier assumes that they are fitted with the correct, safe suspension and/or attachment fittings. If the Supplier must also arrange for the assembly/dismantling of the hanging object, the Supplier will, if possible, carry this out after the Client has confirmed in writing that he agrees to the price quoted by the Supplier.
- 29.5 As regards the hanging and taking down of objects such as banners:
- the Client's banners are not stored by the Supplier; storage can be arranged with third parties through the intermediary of ES, in which case the costs of transport and storage will be borne by the Client;
 - the banners supplied by the Client should be complete and pre-assembled; a banner is deemed to be complete only if it is fitted with a truss and attachment points.
- 29.6 There is only limited scope for hanging objects at some locations owing to the design structure of some halls of the Convention Centre.

Article 30 – Additional regulations

- 30.1 The Supplier reserves the right to refuse applications on the ground of the limitations of the roof structure of the hall or another part of the Convention Centre and/or for reasons of safety.
- 30.2 The Supplier will not be liable for direct or indirect damage arising as a result of incorrect information about or incorrect treatment of suspension points of an object belonging to the Client. Nor will the Supplier be liable for structures built by third parties for objects or for work carried out by the Client or third parties on the structure.
- 30.3 The applicable regulations under national and international legislation and standards apply to truss and rigging materials. The safety margin factor in the entertainment industry is ten (10), unlike the situation in manufacturing industry where the factor is five (5).
- 30.4 If the Supplier rejects materials, this may result in the immediate discontinuation of the relevant work on the truss and rigging system.
- 30.5 Steel cables of four (4) and six (6) mm may be fitted only with self-locking Verlock termination grips consisting of specially designed wedge sockets with pin (in accordance with DIN 15315). The use of screwable U-shaped wire fasteners known as steel rope clamps is not permitted for hoisting equipment. Individual Verlocks are obtainable. All other heavier hoisting equipment and loads should at least be fitted with wire rope slings having a diameter of ten (10) or twelve (12) mm and Talurit pressed ferrules.

- 30.6 If third parties carry out the rigging work with the consent of the Supplier, the Supplier will always provide the desired suspension points. An accurate drawing of the truss and rigging system showing the point loads, dimensions in metres and scale 1:100, preferably in *.dwg format (AutoCad), should have been received by the Supplier for assessment no later than twenty-eight (28) days before the first day of the relevant Event.

C. Additional terms and conditions relating to water connections and discharge and to gas and compressed air

The additional terms and conditions on 'water connection and discharge' included in this chapter, together with the general provisions of these Standard Terms and Conditions, apply to all water connections and drainage supplied through ES.

Article 31 - General

- 31.1 Within the Convention Centre Unica is the sole supplier authorised to provide water supply and discharge, gas and compressed air.
- 31.2 Stand installations should comply with the regulations of ES, the Amsterdam Energy Company, the Municipal Water Company, the Fire Service and insurers. Installations that do not meet the requirements of the above authorities will not be connected. The Supplier does not accept any responsibility for installation work carried out without its knowledge or by third parties.
- 31.3 The Client shall turn off the stopcock of the water supply each day when leaving.
- 31.4 The Client should flush out the mains water pipe for at least one (1) minute the next day before the Event opens or reopens.

Article 32 - Guarantee

- 32.1 The Supplier undertakes to repair, without charge, defects which occur in Products delivered by it, including water connections and water discharge.
- 32.2 This obligation is limited to defects which the Client could not reasonably be expected to have seen at the time of the completion of the Product, including installation and connection, and which occur in normal operating conditions and when the Product is used correctly. It does not extend to defects which are a consequence of insufficient maintenance by the Client, changes made without the written consent of the Supplier or repairs made by the Client or for normal wear and tear for which the Client is liable.
- 32.3 In order to be able to invoke the rights resulting from this article, the Client should:
- immediately inform the Supplier in writing of any defects discovered;
 - show the Supplier that the defects are attributable to the less good qualities or defective execution of the Product or – if and in so far as the Product was designed by the Supplier – are a direct consequence of a fault imputable to the Supplier;
 - cooperate fully with the Supplier in order to enable it to repair the defects within a reasonable period.
- 32.4 If, in the opinion of the Supplier, the costs of repairing the Product are out of proportion to the Client's interest in having the Product repaired, the Client will be entitled to fair and reasonable compensation.

D. Additional terms and conditions relating to Internet connection

The additional provisions on 'Internet connections' in this chapter, together with the general provisions of these Standard Terms and Conditions, apply to all Internet connections supplied through ES.

Article 33 – Guarantee and response time

- 33.1 The Supplier shall repair breakdowns and defects in supplied Products adequately, free of charge and as quickly as possible. ES guarantees a response time of no more than one (1) hour after the report.
- 33.2 The Supplier shall endeavour to repair breakdowns in Products within two (2) hours. If the Supplier does not achieve this target, replacement equipment of at least equivalent functionality will be made available if desired and if possible.
- 33.3 Provisions 33.1 and 33.2 are applicable:
- (i) during build-up and breakdown days between 08.00 and 18.00 hrs and
 - (ii) during Event days from the opening of the Event on the day in question until one (1) hour after the closing time on that day

Article 34 – No use of Client's own Wifi equipment/multicasting, etc.

- 34.1 The Client is in no circumstances permitted to provide power to its own wireless access points without the prior written consent of ES. If ES discovers that the Client has connected his own access points in breach of this prohibition, these may be immediately deactivated and/or removed without notice.
- 34.2 Multicasting/broadcasting/unicasting will be supported by ES only if the Client makes use of the IGMP V2 Protocol.
The RAI LAN infrastructure supports multicasting/broadcasting/unicasting provided that use is made of the IGMP v2 Protocol.
- 34.3 If a given Internet bandwidth (e.g. 128 Kbps) has been agreed, this is always deemed to be simply the theoretical maximum Internet bandwidth that can be achieved and is not guaranteed by ES.

E. Additional terms and conditions relating to audiovisual equipment

The additional provisions on 'audiovisual equipment' in this chapter, together with the general provisions of these Standard Terms and Conditions, apply to all audiovisual equipment supplied through ES.

Article 35 - General

- 35.1 Within the Convention Centre ACS Audiovisual Solutions is the sole supplier authorised to provide audiovisual equipment.
- 35.2 An extra amount of thirty-seven euro and fifty cents (€ 37.50) is charged for Orders placed during the last build-up day of an Event.
- 35.4 If equipment is damaged or lost, the Client shall immediately report this in writing to ES.
- 35.5 If the hired equipment or parts thereof is/are lost or irreparably damaged as a consequence of negligence or incorrect use by the Client, the Client will owe ES an amount equal to the costs of purchasing replacement equipment and the costs of replacing and/or assembling parts, where necessary.

F. Additional terms and conditions relating to catering products

The additional terms and conditions on 'catering products' in this chapter, together with the general provisions of these Standard Terms and Conditions, apply to all catering products supplied through ES.

Article 36 - General

- 36.1 Within the Convention Centre Amsterdam RAI Catering B.V. (referred to below as RAI Catering) is the sole supplier authorised to provide food and beverages. The Client is not permitted to bring his own food and beverages into the Convention Centre or to have them delivered to the Convention Centre by third parties.
- 36.2 Unless agreed otherwise in the Contract, RAI Catering will deliver the first order of non-food and non-fresh articles on the last build-up day of the Event. Lunch items will be delivered between 11.00 and 13.00 hrs.
- 36.3 Food items should be ordered by the Client at least ten (10) working days before the start of the Event. Such orders may not be cancelled by the Client owing to the limited shelf life of the Products and the shortness of the ordering and delivery period.
- 36.4 During the Event, food items may be ordered daily for the next day. RAI Catering will process such orders only if they are communicated to it by telephone no later than 12.00 hrs on the day before the desired day of delivery.
- 36.5 Unopened packs, crates or boxes of beverages may be returned to the Exhibitor Catering Department of RAI Catering until not later than two (2) hours before the end of the Event. In such a case a handling fee of twenty-five (25) percent of the agreed price is charged. Food items may never be returned.
- 36.6 All payments, with the exception of additional food orders on the last day before or during the Event, should be made in accordance with the provisions of article 22.3.
- 36.7 Administration and delivery costs are charged for orders for catering products worth fifty euro (€ 50) or less.
Administration costs are charged for orders for catering products worth one hundred euro (€ 100) or less.
- 36.8 Payment for orders placed during the Event will be made by means of the credit card mandate granted by the Client. The Client shall ensure that this credit card mandate is complete and correct and arranged in time.

G. Additional terms and conditions relating to refuse removal

The additional provisions on refuse removal in this chapter, together with the general provisions of these Standard Terms and Conditions, apply to all refuse removal services supplied through ES.

Article 37 - General

- 37.1 The Client is obliged to remove (or cause to be removed) refuse that occurs during the build-up period, the Event and the breakdown period in the manner referred to below; only the containers and waste bags made available by ES may be used for this purpose. Containers and waste bags not supplied by ES are not permitted in or around the Convention Centre and will not be removed. The refuse should be placed next to the Stand each day immediately after the Event closes. In so far as refuse is left at the Stand, the costs of removal will be charged to the Client.
- 37.2 If extra containers are needed at the Stand, the Client should order them from ES. It is also possible to order 240 litre refuse bags or 1,000 litre bulk bags for plastic refuse.

- 37.3 The waste should be sorted and put into the right bags, namely:
- yellow bags for glass
 - blue bags for paper and cardboard
 - grey bags for other refuse

ES should be contacted about the removal of chemical waste. Hazardous waste should be placed in the sealable barrels intended for this purpose after ES has been notified; such waste should be disposed of in the original packaging stating the nature of the waste. Empty paint tins, brushes, sealant kits etc. should be put in the red containers intended for this purpose.

H. Additional terms and conditions relating to furniture

The additional provisions on 'furniture' in this chapter, together with the general provisions of these Standard Terms and Conditions, apply to all furniture supplied through ES.

Article 38 – Cancellation and termination

- 38.1 The Client may cancel an order in writing until no later than three (3) working days before the start of the hire period. In the event of cancellation ES is entitled to charge the Client not more than five (5) percent of the total hire charge as cancellation costs.
- 38.2 If the Client has cancelled the Order in accordance with article 38, paragraph 1, but the hired furniture has already been delivered, the Client will owe ES fifty (50) percent of the total hire charge, without prejudice to ES's right to additional compensation and reimbursement of the costs of recovery.

I. Additional terms and conditions relating to flowers and plants

The additional provisions on 'flowers and plants' in this chapter, together with the general provisions of these Standard Terms and Conditions, apply to all flowers and plants supplied through ES.

Article 39 - Maintenance

- 39.1 The charges for hiring flowers and plants include their tending.
- 39.2 The Supplier shall ensure that flowers and plants are tended before and during the Event.

J. Additional terms and conditions relating to mobile PIN terminals

The additional provisions on 'mobile PIN terminals' in this chapter, together with the general provisions of these Standard Terms and Conditions, apply to all mobile PIN terminals supplied through ES.

Article 40 – General

Within the Convention Centre Brainpoint is the sole supplier authorised to provide mobile PIN terminals.

K. Additional terms and conditions relating to batch and barcode scanners

The additional terms and conditions concerning 'batch and barcode scanners' in this chapter, together with the general provisions of these Standard Terms and Conditions, apply to all batch and barcode scanners supplied through ES.

Article 41 – General

If RedBox batch and barcode scanners are hired from N200, N200 will provide technical support before the start of the Event, from the moment when the scanners have been installed, in case technical problems arise with the scanners. If more than 25 RedBox batch and barcode scanner are hired per Event, N200 will also provide telephone support during the first two (2) hours of the Event.

L. Additional terms and conditions relating to 'Models at Work'

The additional terms and conditions relating to 'Models at Work' in this chapter, together with the general provisions of these Standard Terms and Conditions, apply to all models of 'Models at Work' supplied through ES.

Article 42 - Prices

- 42.1 If the models engaged by 'Models at Work' incur travelling expenses in order to reach the place where the Contract is to be performed, these will be borne by the Client. The charge for a travelling hour is half of that for a working hour, unless the number of travelling hours exceeds the number of working hours, in which case the travelling hours are charged for at the same rate as the working hours.
- 42.2 'Models at Work' will try to limit the travelling expenses of the models it hires by wherever possible engaging people who live in the vicinity of the place where the Contract must be performed. However, 'Models at Work' provides no guarantee whatever about this.
- 42.3 A minimum of four (4) working hours will be charged each day for each model made available by 'Models at Work', irrespective of the number of hours actually worked by the model concerned.
- 42.4 The Client is always obliged to pay 'Models at Work' for a minimum of four (4) hours a day for each person used by 'Models at Work' for the Client's Order, irrespective of the number of hours actually worked by the person concerned.
- 42.5 The hourly rate charged for the work of the coordinator engaged by 'Models at Work' during the event is twice (2x) that of the models.
- 42.6 If the models work between 24.00 and 08.00 hrs the normal hourly rate will be increased by twenty percent (20%).