



# Benelux

## GENERAL TERMS AND CONDITIONS FOR EVENTS ORGANISED BY DLG BENELUX B.V.

### CHAPTER 1 - GENERAL CONDITIONS

#### Article 1.

In this agreement the following words shall have the following meanings:

- DLG BENELUX B.V.:

DLG BENELUX, as well as any person or legal entity and his/its authorized representatives with whom the trade show is jointly organized.

- Participation agreement:

The agreement whereby DLG BENELUX makes, for a certain period and under certain conditions, stand space available to the participant.

- Participation conditions

The conditions that apply as described in the trade show brochure, the trade show manual and any other publications about the relevant event.

- Application form:

This form, provided it has been signed by the participant, is considered to be an irrevocable offer by the participant to participate in the event.

- Participant:

Any person or legal entity who/which has entered into an agreement with DLG BENELUX by means of a participation agreement.

- Event:

The trade show, exhibition, exposition, demonstration or manifestation, which is the subject of the participation agreement.

- Stand space:

The space at the exhibition, expressed in square meters which is made available to the participant, its location and form to be determined by DLG BENELUX, as well as the outdoor exhibition space.

- Stand costs:

The fee which, under the terms of the participation agreement, the participant must pay DLG BENELUX for the use of the stand space.

- Registration and administration fee:

The fee that the participant owes DLG BENELUX Projects for general services of an administrative nature which have or will be carried out by DLG BENELUX.

#### Article 2

1. This agreement is deemed to be an integral part of the agreement for participation in the event as concluded between the participant and DLG BENELUX.

2. Deviations from this agreement or the complete or partial exemption from any of the prohibitions or obligations specified in this agreement shall only apply if such deviation or exemption is stated in writing and signed by DLG BENELUX, and/or if a supplementary agreement has been entered into.

3. Third parties who have not entered into a participation agreement cannot derive any rights from this agreement.

### CHAPTER 2 - GENERAL PROVISIONS REGARDING PARTICIPATION

#### Article 3

1. The organizers reserve the right to alter the dates, times and site of the event as listed in the conditions of participation or to cancel the event at all times, if this is a consequence of exceptional circumstances which have arisen through no fault of their own, without this giving the participants any right whatsoever to claim compensation from the organizers for any damages, in whatever form or for whatever reason such damages may have arisen, regardless of whether or not they have already been allocated stand space.

2. The special circumstances referred to in paragraph 1 include among other things: insufficient interest on the part of exhibitors and/or visitors or both, an insufficiently representative list of participants, disagreement within the branches of industry concerned, fire, a national disaster, (government) restrictions due to (Corona/Covid-19) viruses and/or outbreaks, which circumstances, in the opinion of DLG BENELUX and after weighing the interests of all parties, could endanger the success of the trade show.
3. Changes in dates, times and site locations such as referred to above do not give participants the right to completely or partially cancel their applications.
4. If the event is cancelled due to Corona/Covid-19, then the applications and any allocations of stand space which have already been made, shall be regarded as cancelled and any payments made by the participants for stand rental will be reimbursed. Under all circumstances the participant is liable to pay DLG BENELUX the registration fee, regardless the terms of the cancellation. In all cases, the participant is required to reimburse fully all additional costs incurred by the organizers and made at the participant's request in connection with his participation.
5. Under no circumstances can a participant claim any right to compensation from DLG BENELUX for damages as a result of a decision such as described in paragraph 1 of this article.
6. If the event includes both a congress and a trade show, these will be considered two separate events. They cannot ever be regarded as one event. Separate General Terms & Conditions shall apply to each event. Cancellation of one event shall not give the participant any rights regarding the other event.
7. If during the trade show or exhibition a congress is organized, the General Terms & Conditions for Congresses apply to the latter. You can apply for these terms at DLG BENELUX B.V.
8. DLG BENELUX reserves the right to ask any additional information from visitors and participants.
9. In the case of cancellation at his own request, the participant is obliged to reimburse any other costs incurred by DLG BENELUX. The participant cannot claim compensation for any loss suffered directly or indirectly as a result of the provisions in this article.

### **CHAPTER 3 - APPLICATION/PAYMENT/CANCELLATION**

#### **Article 4**

1. The application to participate in an event must be submitted on an application form that is made available to the participant. If this form is signed by an employee who is not empowered to commit the participant concerned, DLG BENELUX will consider this to be the signature of an authorized person and will therefore require the participant to accept any and all consequences arising from this application.
2. Signing and submitting the application form is deemed to be an irrevocable offer by the participant to participate in the event. This offer shall be deemed accepted by DLG BENELUX as soon as DLG BENELUX receives a signed application form from the applicant.
3. In exceptional cases the organizers may decide that an application will not be accepted.
4. With their application, the participants must submit a list of the goods and/or services they intend to exhibit.

#### **Article 5**

1. Stand rental is due for each allocated square meter of stand space as specified in the participation agreement. In addition, the participant is liable to pay DLG BENELUX for registration costs, and for all other services he has registered for.
2. The total sum for stand rental, registration fee and all other services registered for, is payable in two instalments:
  - 50% of the rental on the number of square meters applied for, and the registration fee, within 14 days of the date of the advance invoice;
  - the remaining 50% of the total sum within 14 days of the date of the second invoice.
  - all additional bookings and costs (e.g. electricity) have to be paid within a month after the last day of the event
  - If the participation agreement is dated less than 5 months before the start of the event, the full sum is payable by return of post and must be received by the organizers before the first day of stand building for the event.
3. The participant is liable for all cost's payable to DLG BENELUX regarding his participation, irrespective of whether or not these costs were occasioned with the participant himself or with third parties acting on his behalf.
4. If any amount due to DLG BENELUX is not paid on time, interest at the statutory rate will be charged as from the date on which the debt becomes due and payable. Collection costs will be charged to the participant, whereby the out-of-court collection costs are set at 15% of the principal amount.

5. DLG BENELUX is entitled to set off payments made in respect of participation to reduce outstanding unpaid claims against the participant arising from previous participations.
6. If a participant has not paid the amounts due within the specified periods, the organizers retain the right to refuse him stand space or to withdraw a previous allocation of stand space without prejudice to the organizers' right to claim full payment of these amounts.
7. In the situation as referred to under paragraph 6 of this article, no restitution can be claimed of amounts already paid, unless the first instalment of the stand rental due exceeds the total amount due regarding the allocated stand space.
8. Unless stipulated otherwise in the General Terms & Conditions, the costs of stand building, equipment, electricity connections, gas and water, waste water discharge, compressed air, telephones and all other additional costs will be charged to the participant.
9. Payments which the participant claims he is due from DLG BENELUX may not be offset against the payments which are owed to DLG BENELUX by the participant. Nor may the participant claim a right to suspend performance in respect of such payments.

#### **Article 6**

1. An application cannot be withdrawn or altered unilaterally by the participant. If a participant wishes to cancel a previously submitted application, a written request to this effect must be sent to the organizers by registered mail. The organizers may grant a request for cancellation of the application as long as the participant has fulfilled payment of the cancellation charges as follows:

- 15% of the stand rental if the application is cancelled more than 360 days before the first event's build up day;
- 50% of the stand rental if the application is cancelled from 360 and 183 days before the start of the building up of the event.
- 75% of the stand rental if the application is cancelled between 182 and 63 days before the start of the building up of the event.
- 100% of the stand rental if the application is cancelled less than 62 days before the start of the event, or as much of the fee as should be retained in the opinion of the organizers as a remuneration for costs incurred as a result of cancellation.

- Under all circumstances the participant is liable to pay DLG BENELUX the registration fee, regardless the terms of the cancellation.

2. If, at any time after entering into the participation agreement, the participant is declared bankrupt or a petition is filed for the suspension of payments, the participation agreement shall be dissolved immediately through the mere occurrence of any of the said events and the participant is liable to payment of the full fee for stand charges, without prejudice to DLG BENELUX's right to claim costs, damages and interest.

3. If the participant is unable to use the stand space through unforeseen circumstances that are no fault of his own, DLG BENELUX can, at the request of the participant, dissolve the agreement, in which case the participant remains liable to pay 25% of the total stand costs, as well as any other costs incurred at his request in respect of his participation by or through the agency of DLG BENELUX.

### **CHAPTER 4 - ASSIGNMENT OF SPACE**

#### **Article 7**

1. During the agreed period, the participant is entitled to stand space at a location selected by DLG BENELUX.
2. When selecting a location as intended in paragraph 1, the organizer may group the participants as much as possible in accordance with the nature of the goods which they intend to exhibit, regardless of the nationality of the participants.
3. If the total applications for stand space exceed the available space, then less space may be assigned than was originally applied for and some applications may be rejected.
4. The location allocated to a participant may be changed at the discretion of the organizer for well-founded reasons or, having consulted with the group(s) or advisory committee(s) of the participants involved, he may change, eliminate or reorganize groups at any time before the start of the agreed period. In the event of cancellation at his own request, the participant remains responsible for payment of the additional costs incurred through the intervention of DLG BENELUX; the participant will not be entitled to any compensation for damages suffered, directly or indirectly, as a result of the conditions of this article.

## **CHAPTER 5 - VARIOUS PROHIBITORY PROVISIONS**

### **Article 8**

Without the written permission of or on behalf of the organizers, the participant is not permitted to:

1. Keep his stand closed or the exhibited articles hidden from the view of visitors during opening hours for the entire period of the trade fair.
2. Exhibit, offer for sale or advertise goods and services which were not listed on the application form.
3. Remove goods from the stand during the period of the event.
4. Sell and deliver purchased goods or accept money in any way for goods sold or offered for sale or for services rendered.
5. Sell, in whatever capacity, any kinds of articles to visitors during the event which involves the simultaneous or virtually simultaneous handing over of the sold article, unless permitted by special arrangement, which was declared applicable pursuant to a participation agreement. If direct sales are permitted, this fact will be stated in the conditions for participation.
6. Announce or make public in any way whatsoever, for example in advertisements or printed matter, either before or during the event, the so-called fair discounts and/or special fair offers under whatever name.
7. Use the walls of the neighboring stands.
8. Use multi-level construction and other construction forms (max. permissible height of the partitions and fixed parts of a stand is 280 cm, whereby the height must be finished from two sides), unless permission has been given by DLG BENELUX or the competent authorities on the basis of a stand plan in the form of clear scale drawing in duplicate, or a scale model. Building activities may only commence after the above permission has been obtained.
9. Make, or have made, any drawings, photographs, film or video recordings of any objects other than the ones in the stand of the exhibitor; such rights are reserved by DLG BENELUX for its own purposes.
10. Project images, amplify the spoken word by means of loudspeakers, play music and/or sound, and/or place TV sets or moving objects, all this insofar as such might cause a nuisance.
11. Place or affix goods, furniture, signs or advertising in the broadest sense of the term outside of or above the stand space.
12. Distribute, or have distributed, price lists, leaflets or any other advertising material from outside the stand at the entrances and exits of the trade show site.
13. Affix posters or any other advertising material to the pillars, walls, partitions, ceilings, framework etc. of the trade show complex whether in or outside the stand space allocated to the participant.
14. Organize lotteries, hold competitions and engage in what is known as hawking, advertise goods and services which have not been admitted to the event, or make advertisements for enterprises or institutions which have not rented stand space at the event.
15. Conduct a survey, or have such conducted, amongst the visitors and participants of the event within the complex used for the event or on the surrounding grounds or premises.
16. Exchange parts and accessories of the exhibited goods, or have them exchanged, within the complex used for the event or on the surrounding grounds or premises.
17. Connect wiring to the ceilings and/or roof construction, stand awning and/or lighting.
18. Remove, replace or paint any parts of the stand or any component thereof, notice boards, woodwork, stand equipment, protective switchboard cabinets and pillar coverings. The costs of replacing or repairing any possible damage and contaminations found out by DLG BENELUX will be invoiced to the participant.
19. Make changes to the trade show complex and to hack, break, drill, nail, fasten or cause damage in any other way to floors, walls, ceilings, pillars, etc.
20. Keep empty packing material outside the space designated by DLG BENELUX.
21. DLG BENELUX is entitled to ask the participant for proof that he is authorized to exhibit particular objects and may remove (or have removed) anything that is in conflict with the provisions of this article all for the account and at the risk of the participant.

### **Article 9**

The participant is not permitted to:

1. Exhibit articles in the stand space for the benefit of third parties, unless the participant is expressly

authorized to do so as a customer or representative of this third party.

2. Make use of the stand space in such a way that other participants or visitors suffer damage or nuisance in the form of noise nuisance, blockage of access routes or passageways, blockage of light or view in any form whatsoever, or so that a situation is created which would be tantamount to unfair competition; all of the above to be assessed at the discretion of DLG BENELUX.

3. Carry out activities which, in the opinion of the organizers, might cause damage or harm to the event as a collective manifestation, even if these activities are not directed against one or more participants or groups thereof, all to the extent that the activities cannot be considered customary in fair competition.

4. Charge or request any kinds of entrance fees or compensation from visitors for visiting the stands or for attending demonstrations, performances, etc.

5. Place or use any names, trademarks, etc. which could be misleading or cause inconvenience to participants at other stands or to visitors to the event.

6. Exhibit or advertise goods at the event that carry trademarks, either on the goods themselves or on the packaging, which create the impression that those goods are being marketed in the Netherlands under a trademark which, in the opinion of the organizers, has been known on the market longest.

7. Offer catering facilities within the stand space to third parties, all in the broadest sense of the term, nor allow catering products to be distributed or delivered, nor serve drinks or food in the stand space himself or allow them to be consumed, except when these products are purchased from or obtained with the assistance of the organizers or a catering service appointed by the organizers, unless permitted by a special arrangement which has been declared applicable in a participation agreement.

## **CHAPTER 6 - CATALOGUE**

### **Article 10**

1. If a catalogue is published for an event, the participant is entitled to have his name mentioned in the catalogue and to receive one free copy. The catalogue is compiled on the basis of the information which the participants themselves have submitted on time on the forms designated for this purpose. DLG BENELUX cannot be held liable in any way if it does not receive this information on time.

2. DLG BENELUX is entitled to share the contact details of each participant with Aardappelwereld B.V., the appointed editor of the catalogue.

3. Aardappelwereld B.V. and DLG BENELUX will decide on the layout of the entries and they reserve the right to summarize the participant's information or to deviate from his text in any other way, if necessary, without stating specific reasons.

4. Aardappelwereld B.V. and DLG BENELUX accept no liability whatsoever towards third parties or participants for errors or omissions, which may occur in a catalogue or any other derived information systems.

5. The participant may only send in articles for publication in the catalogue which fall within the category of his own range of articles or fit into the context of the event program, the latter to be judged by DLG BENELUX. There is a possibility to advertise in the trade show catalogue.

## **CHAPTER 7 - TICKETS**

### **Article 11**

1. DLG BENELUX will issue stand building tickets to persons who are employed by the participant to work on his stand;

2. Stand building tickets and exhibitor badges for staff are issued free of charge. The number of stand building tickets and exhibitor badges that will be issued is related to the size of the stand. Additional stand building tickets and exhibitor badges may be obtained on payment of a fee to be determined by the organizers.

3. The exhibitor badges are strictly personal and are only intended for persons working for the company or organization of the participant.

4. During both the construction period and the event itself, admission to the trade show complex or the event is granted on presentation of a valid stand building ticket or exhibitor badge.

5. DLG BENELUX is at all times entitled to withdraw exhibitor badges and to deny the person(s) involved admission to the event.

6. Other personal passes may be obtained on the payment of a fee the amount of which is set by the organizers.

## **CHAPTER 8 - OCCUPATION OF THE STAND SPACE**

### **Article 12**

1. A participant who has indicated on his application form that he wishes to use the standard stand building provided by the organization, is granted stand space in accordance with the specifications listed in the conditions of participation.

1a. The participant who uses his own stand builders, will receive this stand without any structures, fittings, furniture, or any other technical facilities whatsoever.

1b. The participant who uses standard stand building, will receive a stand which includes structures, fittings, furniture, and all other technical facilities as described on the application form.

2. A participant can submit his wishes with regard to the equipment and the technical facilities of the stand space to DLG BENELUX or an organization appointed by DLG BENELUX by using the special application form.

3. If the application form is filled out properly and submitted to DLG BENELUX on time, and the requested facilities are available, then DLG BENELUX will ensure that the requested facilities are provided.

4. The participant is obliged to reimburse DLG BENELUX for the costs of the requested facilities and to pay an advance payment if requested.

5. The event is open for construction and for furnishing and fitting the stands, as well as for the delivery of goods, for the periods as specified in the conditions of participation. Outside these periods said activities are not allowed.

6. If a participant has not occupied the stand assigned to him 24 hours before the event is open to the public, or if it has been established earlier that the participant does not intend to occupy the space assigned to him or that he has not paid his debts in respect of the event on time, then the organizers may, without any further notice or proof of default, occupy the space in question without being obliged to refund payments which were previously received and without relieving the participant of his obligation to pay the amounts which remain due.

### **Article 13**

#### **Fitting out**

1. The participant is free to organize and fit out the stand according to his own wishes, with due regard to the requirements or instructions given by DLG BENELUX.

2. The organization will indicate the location of the stand space by means of floor markers, while a marker may also be affixed to the stand itself, all this in a place, time and manner as determined by the organization. The participant is not permitted to remove, change the position of or otherwise alter any of these markers.

3. The participant may choose to have the activities which are required in the stand for the supply of electricity, gas, compressed air and water carried out by the Technical Department of either DLG BENELUX or of the trade show complex, or by a registered installer appointed by DLG BENELUX, all under contract with and at the expense of the participant.

4. DLG BENELUX reserves the right to subject the above activities to inspection.

5. The connections in the stand to the installations for mains power and/or cable networks of the trade show complex may only be connected by the Technical Department of the trade show complex, or by a registered installer appointed by DLG BENELUX. The participant is not permitted to make any changes to the wiring or connections.

6. In the event that, in the opinion of DLG BENELUX, the participant fails to comply in whole or in part with the requirements or to follow up the instructions that were given, or fails to follow them up properly, or if he has not fulfilled his financial obligations, then DLG BENELUX may decide not to make the connections as referred to in the previous paragraph, or to disconnect any connections already made.

7. Corner, end and island stands have the limitation that each aisle side may not be built-up for more than 50%, whereby for stands exceeding 8 meters a maximum of 4 meters applies.

8. The exhibitor who uses his own stand builders is required to ensure that the back of all the partitions in the stand are clean and proper.

9. DLG BENELUX may issue special guidelines in order to achieve uniformity in the build-up of the event.

10. The participant is obliged to follow up all instructions given by or on behalf of the organizers, the fire brigade and any other authorities pertaining to the construction and fitting out, the safety, the maintenance and the disassembly of his stand.

11. The participant is obliged to start the construction and disassembly of his stand on time, so that the periods specified for these activities in the conditions of participation are not exceeded.

12. Carpeting may not be glued or permanently fixed to the floor.

13. Connecting points for electricity, gas and water, heating and ventilating systems or fire extinguishers, which are in, above or on the floor of the stand, shall be kept readily accessible and free at all times. It is forbidden to move these items.

14. In terms of the availability of telecommunication lines, electricity, gas, water and compressed air, the liability of DLG BENELUX towards the participant is limited by the liability which the suppliers concerned have accepted towards DLG BENELUX.

15. In the event that the furnishing or construction of a stand is not duly completed before the end of the construction period, DLG BENELUX may make, all at its own discretion, whatever arrangements are deemed necessary at the expense and risk of the participant.

16. All damages arising from defects in stand construction and the relevant equipment, as well as any damage resulting from the construction of the stand as such, will be entirely for the account of the participant.

#### **Article 14 - Cleaning**

1. All stands of participants who use standard stand building are delivered clean before the start of the event. Participants who use their own stand builders are responsible for their own cleaning. Each participant is obliged to ensure that his stand is kept clean. The participant may request that such cleaning be carried out by a cleaning service appointed by DLG BENELUX. Stand cleaning may also be carried out by the permanent staff of the participant, provided this is announced beforehand and they are provided with valid passes.

2. Cleaning of all public areas, with the exception of the stand space, will be carried out at the expense of the organization.

#### **Article 15 - Delivery and removal of goods**

1. The participant is not permitted to receive or remove goods during the event.

2. The participant shall take care of the transport, arrival and receipt of all goods belonging to him or delivered on his behalf. The organizers and the persons or companies working for the organizers will not accept any goods and are in no way liable for their receipt.

3. During the period specified in the conditions of participation, the participants will have the opportunity to bring their goods in, and to construct and furnish their stands.

4. The participant must ensure that the trade show complex is not damaged by the transport of goods, and, if necessary, he must take measures to prevent any damage.

5. Vehicles will only have access to the buildings of the trade show complex if the construction of the buildings allows for this.

6. Parking inside the buildings is forbidden except for the discharge or loading of goods, after which the vehicles must be removed from the buildings immediately.

7. It is forbidden to park vehicles in such a way that the access to the buildings is obstructed. Removal of offending vehicles will be effected at the expense of the driver of the vehicle.

8. It is forbidden to maneuver with machinery and equipment fitted with caterpillar tracks on which unprotected cogs are mounted.

#### **Article 16**

##### **Removal of goods**

1. The participant will be given the opportunity to remove his goods from the trade show complex and disassemble the stands in the trade show complex after the event during a period specified in the conditions of participation.

2. Goods and parts of stands which are left behind by the participant in the trade show complex or event or in the surrounding grounds or premises after the period specified in paragraph 1, may be stored at the expense and risk of the participant concerned.

3. At the end of the event, the participant must ensure that the stand space allocated to him is left in the same condition as when it was received.

4. DLG BENELUX is entitled to destroy or sell, at its own discretion, any materials or goods of which the owner is unknown to DLG BENELUX and which have not been removed by the owner within one month of the end of the event.

5. If a participant has failed to fulfil his obligations towards the organizers of the event in question, they may:

a. retain or have stored, without legal intervention and at the expense and risk of the participant in default, any goods of that participant which are still at the trade show complex or event or on the surrounding grounds or premises, so that fulfilment of these obligations is furthered;

b. transfer the claim for the amounts owed by the participant to a third party and charge the participant with all the costs connected with the collection of the amounts due, both in and out of court, with or without the addition of the statutory interest applicable at such time and calculated as from the date the amounts fell due.

## **CHAPTER 9**

## **GOODS TO BE EXHIBITED**

### **Article 17**

1. The goods and services which are described in the conditions of participation may be exhibited at the event. Without having to pay any compensation for damages, the organizers have the right to refuse or to have removed forthwith from the event:

- a. goods and services which they consider to be inadmissible on the basis of the participant's application, or
- b. goods and services which are not listed on the application form, or
- c. goods and services which, in their opinion, could be contrary to the law, good morals, public order or an orderly course of the event, or
- d. goods and services which are exhibited or used in the event that are in conflict with any condition in this agreement or in the conditions of participation.

## **CHAPTER 10**

### **INSURANCE/LIABILITY**

#### **Article 18**

1. All goods, packaging included, present at the trade show complex or event or the surrounding grounds are at the expense and risk of the participant. The organizers are not responsible for insuring such goods.

2. The organizers, managers, their authorized representatives and the staff of the trade show complex or event cannot be held liable for any damages, of whatever nature, incurred as a result of damage to or loss of goods, nor for any damages arising from non-operating or insufficiently operating technical installations of the trade show complex or for any damages arising from any other defects in the accommodation or the surrounding grounds, nor for any damage to goods or persons arising from any cause whatsoever, if and insofar as such damage or loss is not covered by third party liability insurance taken out by the organizers.

3. The participant is liable for and is obliged to take out insurance against all damage of whatsoever nature or harm caused by any action or negligence on the part of himself or persons in his employ, in whatsoever capacity, or by the holders of exhibitor's badges or stand building tickets and or permanent entrance tickets issued to him, to goods of and/or to persons working for the organizers of the trade show complex and he is required to indemnify the organizers and the staff of the trade show complex from all claims which others may exercise against the organizers and/or the staff of the trade show complex.

## **CHAPTER 11**

### **SECURITY**

#### **Article 19**

1. Without prejudice to the participant's obligation to act in accordance with the safety regulations issued or to be issued by the government, the participant is obliged to act in accordance with the regulations, provisions and instructions which DLG BENELUX has given or will give regarding safety.

2. The trade show complex or the organizers of the event will take all those measures and draw up all those instructions which they deem necessary for security.

3. All the participant's goods are and remain for his own account and risk. DLG BENELUX cannot accept any responsibility with regard to damage, loss or theft of goods present in the trade show complex or at the event.

4. The participant himself is responsible for the supervision over his stand, both during the time that the event or the building is open to the public and during the time that it is being built up or cleared.

5. The participant is not permitted to give his employees access to the stand during the night or outside the stipulated hours, nor is he permitted to have such access himself.

#### **Article 20**

Fire and safety regulations

1. The exits, passageways, aisles, emergency exits, stairways, etc. may not be completely or partially blocked in any way whatsoever.

2. All fire extinguishing equipment, fire-cocks and valve pits must remain visible at all times. Sprinkler systems must be able to operate without any difficulty.

3. No highly inflammable materials (jute, crepe paper, cardboard, reed matting, plastics, etc.) may be used for the construction, furnishing or decoration of the stand, all this at the discretion of the organizers.

4. If inflammable fabrics are used for furnishing the stand, they must be sufficiently impregnated as to be fire-resistant. Proof to this effect must be present in the stand.



5. Without the prior approval of DLG BENELUX and the fire brigade, the participant is not allowed to disassemble any apparatuses, appliances, heaters, etc. involving open fire.
6. It is not permitted to use or have a supply of bottles of liquefied gas inside the buildings.
7. If laser light is used, the laser beam may not exceed 2.5 MW/m<sup>2</sup>. If the beam is more powerful, the emitter must be fully encapsulated.
8. It is forbidden to exhibit motor vehicles inside the buildings, or to use them during the construction and furnishing of the stand, unless the fuel tank is totally or practically empty and locked and the battery terminals are disconnected from the battery.
9. The participant is obliged to follow all the instructions of DLG BENELUX or the fire brigade without any delay.

## **CHAPTER 12 MAINTAINING ORDER**

### **Article 21**

1. The organizers are entitled, without legal intervention, to take one or more of the following steps or measures against a participant, staff working for him or under his orders, or the holders of exhibitors badges or stand building tickets issued to him who act contrary to any of the provisions of this agreement or the conditions of participation or who fail to comply with any instruction issued by or on behalf of the organizers, if need be at the expense of the participant:

- a. withdraw the exhibitor's badges or stand building tickets which were issued to him and immediately deny the party or parties involved access to the event or the trade show complex;
- b. either close or vacate his stand, completely or partially, and take possession of the space which becomes available or remains unoccupied;
- c. retain and store the exhibited goods, as well as anything built up or installed by the participant, all at the expense and risk of the participant, without giving him a claim for any form of reimbursement of amounts he may already have paid or for compensation for damages, in whatever form and for whatever reason they may have been suffered, and without relieving him of the obligations which he has accepted towards the organizers;
- d. exclude the participant concerned from participation in any events to be organized in the future.

## **CHAPTER 13 SPECIAL PROVISIONS**

### **Article 22**

If the participant fails to comply with any of the regulations, provisions or instructions DLG BENELUX has given or will give, then DLG BENELUX is entitled to take the necessary measures, at the expense and risk of the participant, to ensure that such regulations, provisions or instructions are or will be fulfilled, or to exclude the participating organization from the event.

### **Article 23**

1. DLG BENELUX can accept no liability for damage or loss, under whatever name, whether suffered directly or indirectly by the participant, his staff or his visitors, including trading losses and damage due to theft, destruction or whatever other cause, if this damage or loss is caused by third parties.
2. The participant shall indemnify DLG BENELUX all claims from third parties, for damage or loss, under whatever name, caused by the participant himself, his staff or his visitors.

### **Article 24**

In the case of events which, in accordance with the participation agreement, are subject to special conditions, these conditions are deemed incorporated into this agreement. Insofar as they are in conflict with or deviate from this agreement, the provisions of the special conditions shall prevail.

### **Article 25**

If the provisions of this agreement are in conflict with or deviate from the conditions stated on the application form, then, if this application resulted in a participation agreement, the conditions stated on the application form shall prevail. Alterations and additions made by the participant himself will only be valid if these have the express written approval of DLG BENELUX.

### **Article 26**

Contingencies

In all cases not provided for in this agreement the decision of DLG BENELUX will be final.

### **Article 27**

**Disputes**

1. All disputes arising between DLG BENELUX and a participant regarding the participation agreement, this agreement, or any other agreement which was entered into by the parties, shall be decided by the competent court in Utrecht in accordance with the laws of the Netherlands.
2. All legal costs incurred by DLG BENELUX in the context of the present agreement will be entirely at the account of the participant and will be set as a penalty for an amount calculated on the basis of the collection rates of the Netherlands Bar Association (NOVA).