

General Terms and Conditions of Sale and Delivery for Service Companies

These Terms and Conditions shall apply to all Contracts drawn up with organisations that are members of CLC-VECTA Centrum voor Live Communication (centre for live communication). These General Terms and Conditions of Sale and Delivery also apply to additional and follow-up assignments.

In the event of any discrepancies arising between the various language versions of these General Terms and Conditions of Sale and Delivery, the text in the Dutch-language version shall prevail.

Article 1: Definitions

1.1 In these General Terms and Conditions, the following terms (if capitalised) shall mean:

'Service Company': any natural or legal person who is a CLC-VECTA member and involved in the realisation of Live Communication projects;

'CLC-VECTA Member': the natural or legal person who is a member of the association that applies these terms and conditions and has full legal capacity, this being "CLC-VECTA Centrum voor Live Communication", with its registered office in Breukelen, the Netherlands;

'Client': natural or legal person who either contacts the Service Company in connection to a contract that may possibly be drawn up in the future, or who has drawn up a contract with the Service Company;

'Live Communication': business-to-business and business-to-consumer events, where individuals or groups of people meet one another in person, and which are organised with the purpose of providing information, acquiring or transferring knowledge, or to prepare and/or carry out transactions;

'Live Communication Event': a trade fair, exhibition, conference, event or other form of Live Communication;

'General Conditions': current General Terms and Conditions;

'Contract': agreement between the Service Company and the Client on the basis of which the Service Company carries out an assignment in accordance with an instruction from the Client;

'Assignment': all work the Service Company must perform for the Client in accordance

with the Contract, including the provision of services and business related to sale and/or rental;

'Party': the Service Company or the Client singly;

'Parties': the Service Company and the Client jointly.

Article 2: Applicability

2.1 The General Terms and Conditions are applicable to all quotations and Contracts, as well as to all other legal relationships between the Parties in this respect.

2.2 The applicability of the Client's standard conditions is hereby expressly rejected.

2.3 Any deviations from, or additions to, the General Terms and Conditions shall be invalid by operation of law unless the Parties expressly agree to these in writing. The agreed deviations and additions apply only once. If another Contract is concluded by the Parties at a later date, the current version of the General Terms and Conditions shall apply.

2.4 If a provision of the General Terms and Conditions is declared void or is nullified, or an appeal cannot be lodged by the parties on other grounds, the Service Company has the right to replace this provision by a valid and enforceable provision, whereby both the purpose and purport of the original provision is complied with as much as possible. In that case, all other provisions shall remain in full force.

Article 3: Quotations, Contract Formation and the Client's Obligations

3.1 Unless the quotation states otherwise, all quotations have a 30-day period of validity.

- 3.2 Quotations are laid down in writing.
- 3.3 The Agreement will only be concluded if acceptance of the quotation takes place within the period defined in paragraph 1 of this Article and the Service Company has been notified of the acceptance.
- 3.4 If the acceptance includes reservations and/or alterations to the quotation originally issued by the Service Company, then contrary to the provisions defined in paragraph 3 of this Article, the Contract shall only be concluded when the Client receives written notification of the company's agreement to these reservations and/or alterations.
- 3.5 A description of the Assignment forms part of the quotation. If the description offers various options for the manner in which the Assignment will be executed, the Client should inform the Service Company of the choice(s) made and provide this notification either prior to or upon acceptance of the quotation. If the Client's choice(s) is/are made known after acceptance of the quotation, this neither binds the Service Company nor makes it liable for any damages resulting from this.
- 3.6 Any eventual subsequent additional agreements or alterations, as well as (verbal) commitments and/or agreements made with subordinates and/or employees of the Service Company, are not then binding for the Service Company after and insofar as they are confirmed in writing by the Service Company.
- 3.7 Client shall ensure that all useful and necessary information, documents and data needed to execute the assignment will be made available to the Service Company in a timely fashion.
- 3.8 The Service Company is neither obliged to carry out checks for correctness in relation to the Client's assignments and/or communications, drawings, calculations, estimations and suchlike, nor – to the extent appropriate – for the functional suitability of materials prescribed by the aforementioned Client. Client guarantees that the information provided to the Service Company is correct and complete. Client shall ensure that drawings, calculations and estimations always include the date these items were issued by the Client. Shortcomings in the provision of services by the Service Company resulting from incorrect or incomplete information provided by the Client cannot be attributed to the Service Company. Client is liable for the damages arising from the fact that the Client provided the Service Company with incorrect or incomplete information. The Client indemnifies the Service Company against any claim by third parties relating to the use of drawings, calculations, estimations and other data issued by or on behalf of the Client.
- 3.9 If an agreement is made on additional work after the Contract has been concluded, the additional work costs will be calculated in accordance with the prices that were current at the conclusion of the Contract, unless the prices have been changed afterwards under Article 5 of these General Terms and Conditions, in which case the new prices apply. Any agreement made on additional work will be confirmed in writing by the Service Company. Objections related to the correctness of this written confirmation must be submitted to the Service Company within 8 (eight) days of the sending date of the written confirmation. If an objection is not submitted within the period specified, the written confirmation will then be deemed to have been accepted (as correct) by the Client.

Article 4: Cancellation or Alterations

- 4.1 Client shall only be entitled to alter or cancel the Contract on the basis of the following conditions: the proposed alteration or cancellation reaches the Service Company no later than 8 (eight) days after the Client's quotation acceptance; the latter makes this known to the Service Company and; the Service Company agrees to such an alteration or cancellation in writing or by electronic means.
- 4.2 In the event of complete or partial Contract cancellation by the Client, the Service Company shall be entitled to charge the Client for all costs already incurred by the Service Company during the execution of the Con-

tract, with a minimum of 20% of the total quotation sum.

- 4.3 If a Contract is altered at the request of the Client and by mutual agreement, the Service Company shall be entitled to charge the Client for the additional costs caused by this alteration. The delivery date originally agreed shall no longer apply if an alteration is made.
- 4.4 The Service Company is only entitled to cancel a quotation or Contract if it notifies the Client, in writing or by electronic means, of the intended cancellation, within 14 (fourteen) days of the date on which the quotation is made, or within 8 (eight) days after the date on which the Contract was concluded.
- 4.5 In the event of partial cancellation the remainder of the quotation or Contract will remain intact.

Article 5: Prices

- 5.1 The prices charged for the Assignment are the prices shown in the quotation unless circumstances arise after the conclusion of the Contract but prior to the execution of the Assignment which lead to price changes.
- 5.2 Unless explicitly stated otherwise in writing, the prices the Service Company charge are:
- based on purchase prices, transport costs, insurance premiums and other costs applicable at the date of the quotation;
 - based on delivery starting from the business address, warehouse or other storage facility belonging to the Service Company;
 - based on wage rates, salaries and social security costs applicable at the date of the quotation;
 - based on current prices of raw materials and consumables at the date of the quotation;
 - based on applicable third party prices as charged to the Service Company at the date of the quotation;
 - all costs charged to the Service Company by any third party after the Assignment starts and within the framework of the Assignment shall be borne by the Client;
 - excluding VAT, import and export duties introduced at that time, other taxes,

levies and duties at home and abroad;

- stated in Euros. Any possible exchange rate fluctuations will be charged on.

- 5.3 If a change of circumstances or increase in one or more cost-determining factors arises after the quotation is issued, the Service Company shall be entitled to pass on the charges for this change to the Client. The Service Company is entitled to do so only to the extent that the increase could not reasonably have been known to the Service Company on the date the quotation was issued. The Service Company shall provide written notification of any alteration of the agreed price, specifying the additional or reduced costs.
- 5.4 If the Service Company increases the agreed prices as defined in paragraph 3 of this Article, the Client shall be entitled to terminate the Contract wholly or partially and therefore without court intervention within 8 (eight) days after the date the Service Company notified the Client of this by registered letter. In that case, the Service Company is not entitled to compensation. If the Service Company already fulfilled part of its obligations under the Contract, it shall be entitled to submit a separate invoice for the already delivered or deliverable part and the Client shall be obliged to pay this invoice.
- 5.5 When a quotation has been drawn up there is no obligation to provide part of the agreed assignment for the price specified in the quotation for the part in question, or for a proportionate amount of the total price stated.

Article 6: Costs and Fees

- 6.1 If the quotation issued is not accepted and therefore no Contract is concluded, the Service Company shall then be entitled to invoice the Client for all costs incurred in preparation, including but not limited to creating designs, models, sketches and drawings and taking photographs. In that case, the Client is obliged to pay these costs to the Service Company.
- 6.2 If a Contract is concluded, the costs defined in paragraph 1 of this Article will be included

- in the agreed price.
- 6.3 If no agreement is concluded but the Client wishes to make full or partial use of the design for implementation under own management or by third parties, the Client will only be permitted to do this if the Service Company consents to it in writing and if the Client pays reasonable compensation (as set by the company) to the Service Company in addition to the costs mentioned in paragraph 1 of this Article.

Article 7: Delivery

- 7.1 The delivery of the agreed services and items starts on the date stated in the quotation or on the date of written confirmation as specified in Article 3.4 of these General Terms and Conditions.
- 7.2 The delivery times stated by the Service Company are not final deadlines. The delivery dates specified by the Service Company are based on the working conditions applicable at the time the quotation or written confirmation was sent, as defined in Article 3.4 of these General Terms and Conditions. If delays arise, through no fault of the Service Company, the delivery date will be extended as necessary. The delivery date will also be extended if the delay arose on the part of the Service Company as a result of failure by the Client to comply with any obligation or failure to provide the required cooperation pursuant to the obligations of this Contract.
- 7.3 If delivery cannot take place in the agreed manner for reasons attributable to the Client, the Service Company shall be entitled to charge the Client for any costs incurred as a result of this.

Article 8: Inspection and Assignment Completion

- 8.1 Client is obliged to inspect whether the Assignment was performed in compliance with the Assignment description. The Service Company notifies the Client either orally, in writing or by electronic means, of the expected date of Assignment completion and the date scheduled for inspection.

- 8.2 Complaints should be immediately reported to the Service Company during the inspection. If the complaint is considered to be correct, the Service Company will take measures to remedy this within a reasonable period. A re-inspection will take place afterwards in accordance with the provisions of paragraph 1 of this Article.
- 8.3 The Contract is considered fulfilled if the Client fails to attend the scheduled inspection or if there are no complaints made during the inspection.

Article 9: Ownership

- 9.1 Unless otherwise agreed in writing, the items delivered within the framework of the execution of the Assignment, will remain the sole property of the Service Company after Assignment completion.
- 9.2 Unless otherwise agreed in writing, the Client must return the items listed in paragraph 1 of this Article to the Service Company at its own expense and within 12 (twelve) hours of the Live Communication Event ending. The items must be returned in the same condition they were in when they were delivered by the Service Company.
- 9.3 If the Parties have agreed that ownership of the items delivered as part of the Contract will be transferred to the Client, the transfer of ownership shall be effected on the date the Client has fully fulfilled its (payment) obligations under the Contract and all claims arising from the failure to comply with this Contract, including the resulting damages, interest and costs.
- 9.4 During the period referred to in paragraph 3 of this Article, the Client is forbidden to dispose of, pledge or otherwise encumber, lease, lend or release control of the items in any other way, except as part of normal business operations. Client shall treat the items delivered with all due care and shall ensure that they are stored in a manner that clearly identifies these as the property of the Service Company. In addition, the items provided must be adequately insured by the Client during this period.

- 9.5 If the Client fails to fulfil the contractual obligations as specified in paragraph 3 of this Article the Service Company shall be entitled to take back the delivered items immediately, or arrange for these to be collected. Client shall provide all necessary cooperation and irrevocably authorises the Service Company to enter all premises where the properties belonging to the Service Company are located. All costs related to the recovery of any such items shall be borne by the Client. The Service Company is also entitled to recover any costs from the Client for damage caused to items or for the decreased value of these.
- 9.6 If third parties assert rights to the items delivered by the Service Company under retention of title or the Client knows that a third party intends to assert rights to the aforementioned items, the Client shall immediately inform the Service Company of this in writing. The Client shall inform the person/entity invoking seizure (or a third party) in writing stating that the items concerned are the property of the Service Company and submit a copy of this to the Service Company.

Article 10: Invoicing and Payment

- 10.1 Unless otherwise agreed in writing, payment will be due within thirty (30) days of the invoice date.
- 10.2 The Service Company is entitled to demand that the Client pays part or all of the agreed price in advance. This advance payment must be made within the term stated on the invoice. The Service Company shall not be obliged to (further the) execution of the Contract during any period in which the Client fails to make the required payment.
- 10.3 Payment is made in euros, in a manner to be determined by the Service Company and without discount or set-off, unless a counterclaim is explicitly recognised by the Service Company or this has been irrevocably established in court.
- 10.4 If the Client fails to meet the payment obligation as referred to in paragraphs 1 and 2

of this Article, the Client is in default. The Service Company is in that case entitled to suspend its obligations under the Contract or to terminate the Contract wholly or in part. In addition, the Service Company is entitled, without further notification or notice of default, to charge interest at a rate of 1.5% per month on the amount due for the period in which the Client is in default, unless the statutory (commercial) interest rate is higher, in which case that interest rate shall be applicable, whereby part of a month will count as a full month.

- 10.5 The claim by the Service Company for payment will be immediately due and payable by the Client as soon as:
- a. the payment date is exceeded;
 - b. Client is declared bankrupt or an application for bankruptcy is submitted or suspension of payment is requested;
 - c. Client (company) is dissolved or liquidated;
 - d. Client (natural person) submits a petition for debt adjustment to the court, is placed under guardianship or dies.
- 10.6 All judicial and extrajudicial costs incurred by the Service Company as a result of by the Client to meet the (payment) obligations, shall be borne by the Client.

Article 11: Risk

- 11.1 After completion of the Assignment the items delivered shall be entirely at the expense and risk of the Client. The risk is returned to the Service Company on the date of delivery by the Client to the Service Company in accordance with the provisions of Article 9.2 of these General Terms and Conditions.
- 11.2 Client is obliged to notify the Service Company immediately of anything missing, theft, loss or damage relating to the items delivered by the Service Company within the framework of the Assignment and is obliged to pay compensation for the damage caused to those items, irrespective of the cause.
- 11.3 Unless agreed otherwise in writing, the transport for delivery to the Service Company takes place, as provided for in Article 9.2 of these

- General Terms and Conditions, at the expense and risk of the Client. In that case, the liability of the Service Company for any possible damage shall be limited to € 100 per m³.
- 11.4 Items belonging to the Client, intended for use in the execution of the Assignment, must be placed at the disposal of the Service Company in a timely fashion by the Client at the address of the Service Company or at the location where the Assignment is to be fulfilled by the Service Company. Client is liable for all damages suffered by the Service Company as a result of failure to place the items at the Service Company's disposal in a timely fashion or as a result of failure to make these items properly available, irrespective of the cause.
- 11.5 The Client's items or those of a third party in case of rental, which are intended for use in the execution of the Assignment, as well as the Client's items or those of a third party which are intended for exhibition in, on, at or near the delivered items, will only be transported by the Service Company to the location of the Live Communication Event if agreed in writing. The costs for this transport shall be borne by the client, unless otherwise agreed in writing.
- 11.6 The transport of the items referred to in Article 11.5 of these General Terms and Conditions, including loading and unloading, is entirely at the Client's expense and risk.
- 11.7 In cases where the Client's items are transported by the Service Company along with the items belonging to the latter, the Client shall be liable for all damage caused to items, vehicles or persons employed by the Service Company as a result of any defective item belonging to the Client.
- 11.8 The period in which the items remain at the venue where the Live Communication Event takes place, as defined in paragraphs 4 and 5 of this Article, will be entirely at the Client's expense and risk.
- 11.9 The costs of packing and unpacking, assembly and disassembly of the items referred to in paragraph 4 above, shall be borne by the client.
- 11.10 If the Client acquires items and the storage of these by the Service Company, in accordance with Article 9.3 of these General Terms and Conditions, forms part of the Contract, then the storage of the items shall be entirely at the Client's expense and risk. The Service Company is not liable for damage by the Client that results from missing items, theft or damage of the items. Client indemnifies the Service Company for all third party claims in respect of any damage caused by items in the Client's ownership and in Storage at the Service Company.

Article 12: Liability

- 12.1 The Service Company is only liable for damages of the Client arising during or in connection to the execution of the Contract and the sum shall not exceed the amount paid under its liability insurance in relation to the case in question.
- 12.2 The Service Company shall never be held liable for the Client's consequential damages. Consequential loss is understood to include lost profits, losses suffered and expenses incurred, as well as missed assignments and savings, damage caused by interruptions of manufacturing, operations or stagnation.
- 12.3 The Service Company is not liable for damages caused by its employees and/or third parties engaged in the execution of the Contract for whom it is liable in accordance with the law.
- 12.4 The claim for damages from the Client shall only be due and payable after the Client has fulfilled all payment obligations it has with the Service Company.
- 12.5 Client indemnifies the Service Company for all third party claims relating to the items delivered by the Service Company, irrespective of the cause or the time at which the damage took place.
- 12.6 Any liability under a mandatory legal provision will remain unimpaired by the preceding provisions.

Article 13: Intellectual Property Rights

- 13.1 Unless otherwise agreed in writing, the Ser-

vice Company reserves all intellectual and/or industrial property rights to the offers made, designs provided, illustrations, drawings, photographs, maquettes, models and suchlike, irrespective of whether the Client has been charged for their production. These data and objects may not be reproduced, copied, used or shown to third parties without the express written permission of the Service Company.

- 13.2 Client will never challenge or dispute the intellectual and/or industrial property rights of the Service Company, nor make attempts to register one or more of these rights or otherwise to acquire protection of these rights in his/her own favour.
- 13.3 Client shall immediately inform the Service Company if it becomes evident that a third party (possibly) infringes the intellectual property rights of the Service Company.

Article 14: Force Majeure

- 14.1 Force majeure on the part of the Service Company exists if the Service Company is prevented from fulfilling its obligations under the Contract due to circumstances that have arisen both outside the control of, and through no fault of the Service Company, even if these circumstances were foreseeable when the Contract was established. Force majeure shall include, though not exclusively, war/threat of war, (the threat of) terrorism, civil war, rebellion, revolution, acts of wilful damage, fire, water damage, flooding, government measures, import and export barriers, defective machinery, strikes, sit-down strikes, exclusion, limited transportation options due to weather conditions and traffic disorders, suppliers and/or subcontractors of the Service Company who either fail to meet or do not meet their obligations in a timely fashion, disruptions in the supply of energy and water to the company of the Service Company and failure by the organiser of the Live Communication Event to fulfil its obligations or through failure by the operator of the locality designated for this.
- 14.2 As soon as a circumstance occurs or threat-

ens to occur as referred to in paragraph 1 of this Article, the Services Company will immediately inform the Client of this in writing, stating the anticipated effects of the circumstance on the fulfilment of its obligations.

- 14.3 In the event of force majeure the Service Company shall be entitled to suspend the fulfilment of its obligations for the duration of the force majeure circumstances. If the period of force majeure lasts longer than two months and fulfilment by the Service Company of the obligations under the Contract is therefore not possible, the Parties shall be entitled to terminate the Contract and in that case there will be no obligation to pay compensation.
- 14.4 If fulfilment of the Contract is delayed due to force majeure and Assignment completion cannot take place before the opening of the Live Communication Event, the Parties shall be entitled to terminate the Contract. In that case the Service Company shall be entitled to reimbursement of the costs it incurred.
- 14.5 If the Service Company had already fulfilled part of its obligations under the Contract when the period of force majeure started, it shall be entitled to submit a separate invoice for the part already delivered or as the case may be, for the deliverable part, and the Client shall be obliged to pay this invoice.

Article 15: Applicable Law and Competent Court

- 15.1 The Contract, and/or any Contracts arising from it, and/or other legal relationships between the parties, shall be governed by Dutch law.
- 15.2 The competent court in the district where the Service Company has its registered office shall have exclusive jurisdiction to hear all disputes between the parties. Disputes between two Service Companies will be settled by the competent court in the District of the company bringing the action.

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