

General Terms and Conditions for Exhibitors at Holland Fisheries Event 2018

1.0 General

1.1 These General Terms and Conditions shall apply to all activities related to the organisation of the Holland Fisheries Event. The other party in these General Terms and Conditions, hereinafter referred to as the "Exhibitor", shall refer to tenants of (stand) locations at the exhibition to be held during the Holland Fisheries Event. The Holland Fisheries Event is organised by Projectbureau HFE on behalf of Stichting Visserijdagen Urk, hereinafter referred to as the "Organisation." The Holland Fisheries Event will be held at De Koningshof Urk, hereinafter referred to as "Koningshof." By signing the Exhibitors' Agreement, the Exhibitor undertakes to comply with these Terms and Conditions.

1.2 Any issues arising between the parties not provided for in these General Terms and Conditions shall be assessed 'in the spirit' of these General Terms and Conditions.

1.3 This Agreement shall be subject to these General Terms and Conditions, to the exclusion of any other general terms and conditions.

1.4 Failure by the Exhibitor to fully comply with these General Terms and Conditions shall entitle the Organisation to deny the Exhibitor access to the Holland Fisheries Event or, respectively, to order the Exhibitor to immediately remove its stand materials and exhibition items; this shall not entitle the Exhibitor to claim any damages and this shall be without prejudice to any other obligations of the Exhibitor under this Agreement, including those in respect of the agreed stand fee. The Organisation reserves the right to reject prospective Exhibitors.

1.5 Exhibitors failing to comply with the above provisions may be removed from the event by the Organisation. Such removal shall forfeit the Exhibitor's right to continue its exhibition and to claim damages to recover its stand fee and related exhibition expenses.

2.0 Stand construction

The Exhibitor undertakes to strictly comply with all government regulations related to the construction and furnishing of the Exhibitor's stand as well as any general terms and conditions specified by the management of the exhibition venue, including the following:

1. It is forbidden to affix any objects to the building and/or parts thereof in any way whatsoever.
2. Any floor loads exceeding 700 kg per square meter shall be agreed in advance.

3.0 Gas, water, electricity

3.1 The costs of the connection and use of gas, water and/or power current (380V), furnishing and all costs related to the furnishing of the stand, as well as the costs of transporting the Exhibitor's items and/or stand materials shall be for the account of the Exhibitor.

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4.0 Exhibition fee and participation

4.1 The exhibition fee payable by the Exhibitor shall include, in addition to catering arrangements, a listing of the Exhibitor's name in the list of exhibitors in the Visserijnieuws Special edition of 28 September 2018, as well as inclusion of the Exhibitor's name and logo on our website and a link to the Exhibitor's website. As an option, the Exhibitor may place an advertisement in the Visserijnieuws Special edition. This will be charged separately.

5.0 The Exhibitor shall refrain from:

5.1 Using any space outside its stand or location for distributing printed matter or posting advertisements without prior written permission of the Organisation.

5.2 Causing any sort of nuisance to other Exhibitors.

5.3 Burning incense or tea lights or candles inside its stand.

5.4 Bringing its own tables, chairs or other kind of furniture without proper permission. If the Exhibitor believes that there is a compelling reason for the Exhibitor to do so, the Exhibitor shall discuss this in advance with the Organisation.

5.5 Organising any lotteries or competitions during the Holland Fisheries Event without the express permission of the Organisation and without municipal authorisation.

5.6 Developing any activities during the event days that may cause damage to third parties or to the event itself. Furthermore, the Exhibitor shall not engage in any activities completely outside the scope of the event without the express permission of the organisation.

5.7 Ignoring any fire regulations applicable to exhibitions.

5.8 Making its stand fully or partially available to third parties without the knowledge of the Organisation. Furthermore, the Exhibitor shall not use its stand for selling third-party activities.

6.0 Exhibition layout

6.1 The Organisation is entitled to plan the layout of the hall and rooms on the basis of the order of receipt of payments and/or taking into account previous agreements with the Exhibitor. The Organisation shall always endeavour to take utmost account of the Exhibitor's preferences.

6.2 Organisational conditions shall be a valid reason for the Organisation to adjust the layout while taking into account to the maximum feasible extent any previous agreements with the Exhibitor.

6.3 Stand locations shall be rented out during the entire event as agreed in the contract. The Organisation shall notify the Exhibitor of any changes due to force majeure.

6.4 The names of the stand crew members shall be submitted to the Organisation in advance.

7.0 Liability

7.1 The Organisation shall not be responsible for any damage caused to the stand and/or to articles of the Exhibitor nor for any injury caused to visitors present inside the stand. Furthermore, the Organisation shall not be liable for any form of theft. Insurance coverage for such risks shall be obtained by the Exhibitor at its own expense.

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7.2 The Organisation shall not be liable in the event of any conflicts between Exhibitors.

7.3 The Organisation shall not be liable for any inaccuracies, errors or omissions in the Visserijnieuws Special edition. Furthermore, the Organisation shall not be liable to third parties for publishing any incorrect information regarding the Exhibitor.

7.4 The Exhibitor shall be liable for all costs payable to the Organisation related to its participation, regardless of whether such costs were incurred by the Exhibitor or by third parties acting on behalf of the Exhibitor.

7.5 The contractual and legal liability of the Organisation towards the Exhibitor shall be limited to the amount of the stand fee. Any failure by the Exhibitor to meet its obligations under the Agreement shall authorise the Organisation to terminate the Agreement (in writing), in whole or in part, without prior notice and without any liability for damages on the part of the Organisation.

8.0 Payment

8.1 The stand fee shall be paid by direct debit within 14 days of the invoice date, unless specified otherwise. Failure by the Exhibitor to pay the amount due within the specified period shall result in legal interest being due from the first day following the payment period.

8.2 The Organisation shall be authorised to retain, on behalf of the exhibitor, any objects present inside the stand until the full stand fee plus any applicable interest and costs have been paid by the Exhibitor. The Exhibitor shall not be authorised to offset any amounts due against the stand fee or to suspend any payments owed by the Exhibitor. The Exhibitor shall owe VAT on the agreed rental fee.

8.3 Participation in the event shall not be official until all stand fees and related exhibition expenses have been paid.

8.4 Any objections to the amount of the invoice shall not suspend the payment obligation.

8.5 Failure to pay within the specified payment period shall authorise the Organisation to cancel the allocation of stand space without prejudice to the Exhibitor's obligation to pay the stand fee.

9.0 Catering

9.1 The Exhibitor shall not use any caterer other than Koningshof during the event. Furthermore, the caterer hired by the Organisation to the exclusion of all others shall have the exclusive right to sell beverages, food and other refreshments in the facilities of Holland Fisheries Event.

9.2 The Exhibitor shall not bring and consume its own refreshments during events. Furthermore, microwave ovens, toasters or other such appliances shall not be allowed, except for demonstrations of the aforementioned appliances or for demonstrations where such appliances are being used, but only upon agreement with the Organisation.

9.3 The provision of food and/or stimulants in any form shall be subject to the provisions of the Inspection Department and the Special Laws section of the Urk Municipal Police and shall be permitted only after prior written permission of the Organisation.

10.0 Smoke-free environment

The Exhibitor shall not be permitted to smoke on the event floor, in the catering area or conference room. Smoking is permitted only outside the event floor or in designated outdoor areas.

11.0 Force majeure

11.1 The Organisation reserves the right to cancel the event in the event of force majeure, in which case the Exhibitor shall not be entitled to claim damages in any form whatsoever. Force majeure shall be understood to mean any failure by the Organisation to comply with the Agreement as a result of a situation beyond the control of and not attributable to the Organisation, regardless of whether such situation was foreseeable at the time of conclusion of the Agreement. In such an event, the Agreement shall be dissolved by means of a written confirmation by the Organisation, subject to the following:

11.2 If the event is fully cancelled for the aforementioned reason, the registrations and any allocations of stand spaces shall be considered null and void, and any payments already made by the Exhibitor in respect of stand fees shall be refunded minus any organisational expenses incurred by the Organisation, which may be divided among Exhibitors, in whole or in part, in proportion to the stand space rented. Such refund shall be made within 60 days of the decision to cancel the event.

11.3 The Organisation may suspend the obligations under the Agreement during the period that the force majeure continues. If this period continues for more than two months, either Party shall be entitled to terminate the Agreement without any obligation to pay damages to the other Party.

11.4 The Organisation shall return the stand fee and related exhibition fees within 30 days if the decision to cancel the event was due to force majeure. The Organisation shall not be required to pay any compensation for interest, charges, etc.

11.5 If the Organisation decides to cancel the event, at the discretion of the Organisation, for any reason other than force majeure, the Organisation shall notify the Exhibitor of such decision no later than four weeks prior to the event. In such an event, the Agreement shall be considered dissolved after a written statement, the Exhibitor shall be entitled to a refund of the full stand fee, and the Organisation shall not be liable for damage.

12.0 Furnishing materials

12.1 The Exhibitor shall ensure that no transport and furnishing equipment are present inside the exhibition building during the event days. The escape routes inside the exhibition building shall be free of any obstacles.

12.2 The Exhibitor shall ensure that all furnishing materials being used comply with general fire regulations. Flammable materials shall be treated so that they are fire-retardant or fire-resistant.

12.3 If the Exhibitor at the time of furnishing uses any substances that may harm the floor, the Exhibitor shall adequately protect the floor against the properties of such substances.

12.4 Exhibition items shall be displayed in such a way that an unobstructed view across the exhibition venue and onto the surrounding stands is guaranteed. This shall be at the discretion of the Organisation.

12.5 The Exhibitor shall not be allowed to open any doors, including those of emergency exits, during the event.

13.0 Construction and dismantling

13.1 Dismantling shall be done within the period specified in writing by the Organisation. All stands shall be completely dismantled and removed within that period. Failure to meet this obligation shall entitle the Organisation to do so at the expense of the Exhibitor in default. An inspection will be carried out on the day of dismantling to verify compliance with the construction and dismantling regulations provided by the

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Organisation. The Exhibitor shall adhere to the guidelines specified by the Organisation with regard to waste removal and waste separation.

13.2 The Organisation shall adequately inform each Exhibitor of the construction times before and during the event days and shall determine the times by which these activities must be terminated.

13.3 Any deviation from the specified times shall be permitted only after written consent by the Organisation. The Organisation reserves the right to stop and/or interrupt stand construction work without prior consultation.

13.4 The Exhibitor undertakes to complete the construction and furnishing of its stand prior to the opening of the event. The dismantling of the stand and/or the removal of the stand items shall not start until the event has been officially closed.

13.5 Failure to vacate the stand space by the specified time shall entitle the Organisation to:

- a. Remove or put in storage any remaining materials, items or packaging at the expense and risk of the Exhibitor.
- b. Return the stand space to the state in which it was made available to the Exhibitor at the expense and risk of the Exhibitor.

13.6 The Organisation shall be entitled to destroy or sell, at its discretion, any materials or items of which the ownership is unknown to the Organisation and which have not been collected by their owners within one month following the closing of the event.

14.0 Visserijnieuws Special edition

14.1 The Organisation shall list each Exhibitor by name, area of expertise and stand number in the Visserijnieuws Special edition based on the information provided at the time of registration.

14.2 The Organisation shall determine the manner in which the listings are edited and also reserves the right to shorten, if necessary, the details of Exhibitors.

15.0 Cancellation by the Exhibitor

15.1 The Exhibitor may cancel its registration in writing. In the event of cancellation, the Exhibitor shall owe the following cancellation fee:

- If cancelled more than two months prior to the event: 50% of the stand fee
- If cancelled less than two months prior to the event: 100% of the stand fee

16.0 Absence, insolvency, moratorium

16.1 If the Exhibitor is unable to use the stand space due to exceptional circumstances beyond the control of and not attributable to the Exhibitor, the Organisation may terminate the Exhibitors' Agreement at the request of the Exhibitor, in which case the Exhibitor shall owe 25% of the total stand fee and related exhibition expenses as well as any other expenses incurred by or through the Organisation at the Exhibitor's request in connection with its participation.

16.2 If the Exhibitor at any time after the conclusion of the Exhibitors' Agreement is adjudicated bankrupt or files a petition for a moratorium, the Exhibitors' Agreement shall be considered dissolved due to the occurrence of the aforementioned events and the Exhibitor shall be obliged to pay the full amount of the

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agreed stand fee as well as any other expenses incurred on its behalf without prejudice to the right of the Organisation to claim costs, damages and interest.

17.0 Insurance

17.1 The Exhibitor undertakes to the Organisation to obtain insurance coverage at its own expense and risk that provides comprehensive coverage against damage, such as damage due to fire, lightning, explosion, storm, rain, snow and melting water, unexpected water flows from installations and from installations connected to such installations and from equipment connected to such installations, smoke and soot emissions, burglary, theft, and vandalism. Furthermore, the Exhibitor shall obtain third-party liability insurance at its own expense and risk.

17.2 The insurance policy shall go into effect no later than the time at which the furnishing work is started and shall end after the leased space has been fully vacated and all items have been removed from the grounds of the event area.

17.3 The Organisation shall be entitled to inspect the insurance policy (policies) of the Exhibitor at any time.

18.0 Stand crew

18.1 The Exhibitor shall not keep its stand closed or unattended while the event is open to visitors without the prior consent of the Organisation.

18.2 The Exhibitor shall keep its stand space furnished with an adequate selection of products and sufficient staff, and in a proper manner, in keeping with the nature of the event, throughout the duration of the event. This shall be at the discretion of the Organisation. Failure by the Exhibitor to meet this obligation shall entitle the Organisation to remove the furnishing materials of the Exhibitor. In such an event, the Exhibitor shall be liable for the costs incurred by the Organisation to refurnish the stand space. As an exception, this shall not apply if the Exhibitor attends a lecture or a workshop or takes a short break. Early vacation of the stand space shall not be permitted and this could mean exclusion from the next event. Exceptionally, this shall be possible only upon agreement by the Organisation (force majeure).

19.0 Other stipulations

19.1 Upon conclusion of the event, the Exhibitor shall leave the stand space allocated to the Exhibitor in the same condition in which the stand space was made available to the Exhibitor before the start of the construction period. Any waste left behind by the Exhibitor may be removed at the expense of the Exhibitor if, in the opinion of the Organisation, the quantity or nature of the waste exceeds what is normal.

19.2 In all events in which the Organisation serves a summons, notice of default or writ upon the Exhibitor, or in the event of proceedings against the Exhibitor in respect of this Agreement, the Exhibitor shall reimburse the Organisation for all costs incurred, including all costs of legal aid that exceed the allocation as a result of applying the liquidation rate, as well as all extrajudicial costs. The extrajudicial costs are calculated using the NOVA rate, subject to a minimum of €670. Any conflicts arising directly or indirectly out of this Agreement shall be settled exclusively before the competent district court in Lelystad. This Agreement shall be governed by Dutch law.

20.0 Delivery and removal of items during event days

20.1 The delivery and removal of items during event days shall be permitted only after written permission of the Organisation.

Holland Fisheries Event

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Declaration by the Exhibitor

By signing these General Terms and Conditions, you declare that you agree with the General Terms and Conditions for the Holland Fisheries Event organised by Projectbureau HFE on behalf of Stichting Visserijdagen Urk.

Place: _____

Date: ____ - ____ - ____

Signature: _____

