



A 2 7 E X P O . N L

# General Terms and Conditions of Rental and Delivery

## Article 1: Definitions

1.1 In these General Terms and Conditions of Rental and Delivery for the benefit of Exhibition Services Companies, the following terms have the following meanings:

**'Agreement'**: agreement between A27 and the Client on the basis of which A27 carries out an Assignment on the instruction of the Client;

**'Assignment'**: assignment the Exhibition Service Company (A27) is to carry out for the Client pursuant to the Agreement, which includes providing services and supplying goods for rent and/or sale;

**'Client'**: every natural person who or legal entity that contacts A27 in connection with possible entering into an Agreement, or has entered into an Agreement with A27;

**'Design'**: work A27 has performed in the carrying out of an Assignment, such as making drawings, sketches, models and scale models;

**'Event'**: a fair, exhibition, congress, event or other form of Live Communication;

**'Exhibition Service Company'** is A27 (A27 Expotapijt B.V.): any legal entity or natural person acting in the course of its/his business or profession that/who is involved in the realization of an Event;

**'General Terms and Conditions'**: these General Terms and Conditions;

**'IP Rights'**: rights to intellectual creations, such as copyrights, trademark rights, design rights, trade name rights, database rights and patent rights;

**'Live Communication'**: 'business to business' and 'business-to-consumer' events, where individuals or groups (physically) come together, organized for the purpose of providing information, obtaining or imparting knowledge or preparing and/or conducting transactions;

**'Party'**: A27 or the Client individually;

**'Parties'**: A27 and the Client jointly;

**'Written/In Writing'**: written/in writing or by email.

## Article 2: Applicability

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

2.2 Any derogations from and additions to the General Terms and Conditions are only valid if the Parties expressly agree on them In Writing. The agreed derogations or supplements will only apply once. If another Agreement is formed between the Parties at a later stage, this version of the General Terms and Conditions will apply.

2.3 In the event that a provision of the General Terms and Conditions is void or voided, or the Parties are unable to rely on it on other grounds, A27 will have the right to replace this provision with a valid and enforceable provision, taking as much account as possible

of the objective and purport of the original provision. In such case, the other provisions will continue to apply in full.

2.4 In the event of a discrepancy between the various language versions of these General Terms and Conditions, the text of the Dutch version will prevail over the translated versions.

## Article 3: Tenders, formation of the Agreement obligations of the Client

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

3.2 Quotations are submitted In Writing.

3.3 The Agreement is only formed if the quotation is accepted, In Writing, within the term referred to in Article 3.1 and this acceptance has reached A27 within the term referred to in Article 3.1.

3.4 If the acceptance contains reservations in respect of and/or changes to the original quotation submitted by A27, the Agreement will – in derogation from the provisions of Paragraph 3 of this article – only be formed when A27 has informed the Client, In Writing, that it agrees to these reservations and/or derogations.

3.5 If an instruction with regard to which the Client has requested a quotation is not given to A27 the Client is obliged to return the quotation, along with all the associated documents, to A27 within 8 (eight) days to A27 being informed that it will not be instructed to carry out the instruction, failing which A27 will be authorised to charge the costs incurred to the Client in full.

3.6 A description of the Assignment is part of the quotation. If the description contains options for the manner in which the Assignment will be carried out, the Client must inform A27 of the choice(s) made, before or upon acceptance of the quotation. If the Client makes its choice(s) known after acceptance of the quotation, this will not bind A27 unless it agrees to that itself. A27 is not liable for any loss the Client suffers in the event that A27 does not agree to choice(s) made by the Client after acceptance.

3.7 Any arrangements or changes that are made at a later stage, as well as (oral) commitments made by and/or arrangements made with subordinates and/or employees of A27 only bind A27 after and insofar as A27 has confirmed these in Writing.

3.8 The Client will see to it that A27 is provided with any useful and essential information, documents and data A27 requires in the carrying out of the Assignment in due time. The Client is liable for any loss suffered by A27 and any additional costs A27 incurs and/or has incurred as a result of not having the abovementioned information available in due time.

3.9 Unless the Parties agree otherwise In Writing, A27 is not obliged to verify the correctness of the Assignment and/or notices, drawings, calculations, estimates etc. of the Client and – insofar as this is applicable – the functional suitability of the materials prescribed by



A 2 7 E X P O . N L

# General Terms and Conditions of Rental and Delivery

- or on behalf of the Client. The Client guarantees that the information it has provided to the Exhibition Services Company is correct and complete. The Client will always mark drawings, calculations and estimates with the date on which the Client issued them.
- 3.10 A27 will under no circumstances be liable for shortcomings in the services that are due to incorrect or incomplete information received from the Client. The Client is liable for any loss arising from the fact that the information the Client has provided A27 is incorrect or incomplete information. The Client indemnifies A27 against any third-parties claims with regard to the use of drawings, calculations, estimates and other data provided by or on behalf of the Client.
- 3.11 A27 will confirm the agreed additional work in Writing before performing it. Any objections against the contents of the Written confirmation must be submitted to A27 In Writing. If the term between A27's confirmation of the additional work and the performance thereof exceeds 8 (eight) days, the Client must submit any objections against the additional work to A27 no later than before the additional work is performed, In Writing. If the Client does not object within the relevant term, the Client will be deemed to have accepted (the correctness of the) Written confirmation of the additional work. Additional work or additions that are requested (spoken) during the build-up of the Event will be invoiced by A27 to the Client without Writing before performing it. Any objections against the content must be submitted in Writing to A27 within 5 (five) days after invoicing.
- 3.12 Unless the Parties have agreed otherwise In Writing, additional work will be performed at the prices that apply upon entry into the Agreement, with due observance of Article 5 of the General Terms and Conditions.
- 4.3 In the event that an Agreement is amended in mutual consultation at the Clients request, A27 will be authorised to charge the additional expenses incurred as a result of this change to the Client. In the event of changes, the originally agreed delivery time will no longer apply.
- 4.4 A27 can only cancel a quotation or Agreement if it communicates the intended cancellation to the Client, in writing or by electronic means, no later than within 30 (thirty) days of the quotation being submitted, or within 14 (fourteen) days of the agreement being formed.
- 4.5 In the event of partial cancellation the rest of the quotation or Agreement will remain intact.
- 4.6 Cancellation or alteration of the quotation and /or the Agreement is no longer possible if A27 has started the execution of the Assignment, unless otherwise agreed in Writing.
- 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 A27 no later than 8 (eight) days after the Client's Quotation acceptance; the latter makes this known to A27 and; A27 agrees to such an alteration or cancellation in writing or by electronic means.
- 4.2 In the event that the Client cancels the Agreement, in full or in part, up to 8 (eight) weeks before the delivery date indicated by A27, A27 is authorised to charge all costs already incurred by A27 during the execution of the Agreement. In the event of cancellation by the Client for whatever reason, we are forced to charge the costs below as well as the incurred costs. The following conditions apply:
- In case of cancellation up to 8 (eight) weeks prior to the buildup date, is free of charge.
  - In case of cancellation 6 (six) to 8 (eight) weeks prior to the buildup date, a charge of 10% of the current quotation/confirmation will be charged.
  - In case of cancellation 4 (four) to 6 (six) weeks prior to the buildup date, a charge of 50% of the current quotation/confirmation will be charged.
  - In case of cancellation within 4 (four) weeks prior to the buildup date, a charge of 70% of the current quotation/confirmation will be charged
  - In case of cancellation within 3 (three) weeks prior to the buildup date, a charge of 90% of the current quotation/confirmation will be charged.
  - In case of cancellation within 2 (two) weeks prior to the buildup date, a charge of 100% of the current quotation/confirmation will be charged.
  - In case of cancellation within 1 (one) week prior to the buildup date, during the buildup/delivery or during the event including disassembly, the client is obligated to pay the entire quotation/ confirmation price (including potential additional work/damages).
- Article 4: Cancellation or Alterations**
- Article 5: Prices**
- 5.1 The prices for the Assignment are the prices indicated in the quotation, unless, the formation of the Agreement but before the Assignment is carried out, there are circumstances that lead to change in the prices.
- 5.2 Unless otherwise stated in Writing, the prices of A27 are:
- based on the level of the purchase prices, freight charges, insurance premiums and other costs that apply at the time the quotation is submitted;
  - based on delivery from the business address, warehouse or other storage space of A27;
  - based on the wages, salaries and social insurance costs that apply at the time the quotation is submitted;
  - based on the prices of raw materials and auxiliary materials that apply at the time the quotation is submitted;
  - based on the prices third party charged to A27 at the time the



A 2 7 E X P O . N L

# General Terms and Conditions of Rental and Delivery

quotation is submitted;

- any costs third parties incur after commencement of the Assignment and charge to A27 within the framework of the Assignment, will be at the Clients expense;
- exclusive of VAT and any import and export duties, other taxes, levies and duties that apply in the Netherlands and abroad at the time;
- stated in euros. Any exchange rate fluctuations will be charged on.

- 5.3 In the event of change in circumstances or increase in one or more cost determining factors after submission of the quotation, A27 is authorised to charges this change to the Client. A27 is only authorised to do so insofar as A27 could not reasonably have been aware of the increase at the time of submission of the quotation. A27 will announce a change in the agreed price in Writing, with a statement of the additional expenses.
- 5.4 In the event that A27 increases the agreed prices as referred to in paragraph 3 of this article, the Client is authorised to terminate the Agreement, in full or in part within 8 (eight) days of A27 announcing this in Writing, by registered letter, and therefore without judicial intervention. In such case, A27 will not be entitled to compensation. If A27 has already complied with some of its obligations under the Agreement, it is authorised to invoice the part that already been delivered or can be delivered to the Client separately, and the Client is obligated to pay such invoice.
- 5.5 In the case of combined quotations, there is no obligation to deliver part of the total performance for the amount stated in the quotation for the relevant part or a proportionate amount of the full price quoted.

## Article 6: Costs and Fees

- 6.1 If the quotation issued is not accepted and therefore no Agreement is formed, A27 shall be entitled to invoice the Client for all incurred costs 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 the invoice.
- 6.2 If an Agreement is formed, the costs defined in paragraph 1 of this Article will be included in the agreed price.
- 6.3 If no Agreement is formed, but the Client wishes to make full or partial use of the design, whether in-house or through third parties, it is only allowed to do so if A27 has given its Written permission for that and the Client has paid the compensation to be determined by A27.

## Article 7: Delivery

- 7.1 The provision or delivery of the agreed services and goods starts at the time stated in the quotation or the Written confirmation as

referred in Article 3.4 of these General Terms and Conditions.

- 7.2 The delivery times indicated by A27 are not final deadlines. The delivery times specified by A27 are based on the working conditions that apply at the time of submission of the quotation or at the time of confirmation as referred to in Article 3.4 of these General Terms and Conditions. If, for some reason beyond A27's control, there is a delay, the delivery times will be extended insofar as this is required. The delivery times will also be extended if the delay that arose on the part of A27's side is due to the Clients to comply with any obligation under the Agreement or render the cooperation that may be expected of the Client.
- 7.3 If delivery cannot take place in the agreed manner due to causes that can be attributable to the Client, A27 will be authorised to charge the associated costs to the Client.
- 7.4 The client will in consultation take care of the following facility requirements for A27 during construction, duration and disassembly of the agreed work, namely: free parking, use of sanitary facilities, water, electricity and light, unless explicitly stated otherwise in writing agreed.

## Article 8: Inspection and completion of the Assignment

- 8.1 The Client is obliged to inspect whether the Assignment has been carried out in accordance with the description of the Assignment. A27 will inform the Client orally, in writing or by electronic means, when it expects the Assignment to be completed and when the inspection will take place.
- 8.2 During the inspection, any complaints must be communicated to A27 without delay. If the complaint is considered justified, A27 will remedy it within a reasonable term. After that, there will be another inspection in accordance with the conditions of Article 8.1.
- 8.3 The Assignment will be considered to have been completed and the Client will be deemed to have accepted it. If the Client fails to attend the announced inspection or does not communicate complaints during the inspection.

## Article 9: Ownership

- 9.1 Unless otherwise agreed in Writing, the goods delivered and/or made available within the framework of the carrying out of the Assignment, will continue to be the property of A27 after completion of the Assignment.
- 9.2 Unless otherwise agreed in Writing, the Client is obligated to return the goods referred to in paragraph 1 of this article to A27 at its own expense, no later than 12 (twelve) hours of the end of the Events. The goods must be in the condition these were at the time of A27's delivery thereof.
- 9.3 In the event that the Parties have agreed that the ownership of the goods supplied within the framework of the Assignment will be



A 2 7 E X P O . N L

# General Terms and Conditions of Rental and Delivery

transferred to the Client, the transfer of ownership will take place when the Client has met its; (payment) obligations under the Agreement and has satisfied any claims that arise from a failure to comply with this Agreement, including any loss, interest and costs that arise from that, in full.

- 9.4 For the duration of the period referred to in paragraph 3 of this article, the Client is forbidden from disposing of, pledging or otherwise encumbering, renting out or lending out the goods supplied, or surrendering the control thereof in some other way, except within the framework of its normal business activities. The Client is obligated to store the goods with due care, ensuring that these are recognizable as the property of A27. In addition, the Client is obligated to adequately insure the goods supplied for the duration of this period.
- 9.5 If the Client fails to comply with its obligations as referred to in paragraph 3 of this article A27 is authorised to immediately retrieve the goods supplied (or have these retrieved) from the location at which these are located. The Client will cooperate in this and irrevocably authorises A27 to enter any location at which the property of A27 is kept. Any costs associated with the retrieval those goods will be at the Clients expense. A27 is also authorised to recover any damage to goods from the Client or charge any depreciation of the goods to the Client.
- 9.6 If third parties exercise rights in respect of goods A27 has supplied subject to a retention of title, or the Client knows that third parties intend to exercise rights in respect of such goods, the Client will inform A27 thereof without delay, in Writing. The Client is also obliged to inform the attaching party or third party, in Writing, of the fact that the relevant products are the property of A27, and to provide A27 with a copy of the relevant notice.

## Article 10: Invoicing and Payment

- 10.1 Unless otherwise agreed in writing, invoices must be paid within 14 (fourteen) days before the start of building up of the project.
- 10.2 A27 is authorised to require the Client to pay the agreed price in advance, in full or in part. This advance payment must be made within the payment term stated on the invoice. As long as the requested advanced payment has not been made, A27 will not be obliged to perform (or continue with the performance of) the Agreement.
- 10.3 Payment is made in euros, in a manner to be determined by A27 and without discount or set-off, unless A27 expressly acknowledges a counter-claim or such counter-claim has been irrevocably established at law.
- 10.4 If the payment obligation as referred to in paragraphs 1 and 2 of this article is not complied with, the Client will be in default by operation of law. In such case A27 is authorised to suspend compliance with its

obligations under the Agreement or to terminate the Agreement in full or in part. In addition, A27 will be authorised to without any further notification or notice of default being required, charge an interest of 1.5% per month of the payable amount for the period in which the Client is in default, unless the statutory (commercial) interest is higher, in which case that interest applies, In this context, part of a month will be considered a whole month.

- 10.5 The claim from A27 for payment by the Client becomes immediately due and payable as soon as:
- the payment term is exceeded;
  - the Client has been declared bankrupt or put into liquidation or a petition to that end is submitted, or a moratorium is applied for;
  - Client, being a company, is dissolved or liquidated;
  - Client, being a natural person, applies for a granting of statutory debt adjustment, is placed under guardianship or passes away.
- 10.6 All legal and extrajudicial expenses A27 incurs as a result of the Client's failure to comply with its (payment) obligations will be at the Client's expense.

## Article 11: Risk

- 11.1 Following completion of the Assignment, that which has been delivered will be completely at the Client's expense and risk. The risk will revert back to A27 upon delivery by the Client to A27 in accordance with the provisions of Article 9.2 of these General Terms and Conditions.
- 11.2 The Client is obliged to report any disappearance, theft or loss of or damage to the goods of A27 that were supplied within the framework of the Agreement to A27 without delay, and is obliged to compensate any damage to those items in full, regardless of its cause.
- 11.3 Unless expressly otherwise agreed In Writing, the transport for the benefit of delivery to A27 as referred to in Article 9.2 of these General Terms and Conditions will be at the Client's expense and risk. In such case, A27's liability for any damage is limited to a maximum of €100.00 per m<sup>3</sup>.
- 11.4 The Client must make goods of the Client that are intended to be used in the carrying out of the Assignment available to A27 at A27's address or the location at which A27 is to carry out the Assignment in due time. The Client is liable for any loss A27 suffers as a result of a failure to make the relevant goods available or making these available in time, regardless of the cause thereof.
- 11.5 A27 will only transport goods of the Client or – in the event of rental – a third party that are intended to be used in the carrying out of the Assignment, as well as any goods of the Client or a third party that are intended to be displayed in, on or with the delivery, to the location of the Event if this has been agreed upon In Writing. Unless otherwise agreed In Writing, the costs of this transport will be at the Client's expense.



A 2 7 E X P O . N L

# General Terms and Conditions of Rental and Delivery

- 11.6 The transport of the goods referred to in Article 11.5 of these General Terms and Conditions, which includes loading and unloading these, will be completely at the Client's expense and risk.
- 11.7 In the event that A27 transports goods of the Client at the same time as goods of A27, the Client is liable for any damage to A27's goods or means of transport, or any loss suffered by those in A27's employment as a result of any defect in the goods of the Client.
- 11.8 The stay of the goods referred to in paragraph 4 and 5 of this article in the room in which the Event takes place is completely at the Client's expense and risk.
- 11.9 The costs of packing and unpacking, assembly and disassembly of the goods referred to in paragraph 4 of this article are at the Client's expense.
- 11.10 If storage with A27 of the goods of which the Client has acquired the ownership in accordance with Article 9.3 of these General Terms and Conditions is part of the Agreement, the storage of the goods will be completely at the Client's expense and risk. A27 is not liable for loss suffered by the Client as a result of disappearance or theft of or damage to those goods. The Client indemnifies A27 against any third-party claims with regard to any loss caused by the goods of which the Client has acquired the ownership and are stored with A27.

## Article 12: Liability

- 12.1 A27 is only liable for direct loss of the Client that arises during or on the occasion of the performance of the Agreement. A27's maximum total liability is limited to compensation of the amount stipulated for the Agreement (excl. VAT).
- 12.2 A27 will under no circumstances be liable for indirect loss suffered by the Client. 'Indirect loss' must be understood to include – among others, though not exclusively – consequential loss, lost profits, decreased goodwill, loss suffered and costs incurred, as well as lost assignments and lost savings, and loss due to interruptions in production and operations and business stagnation.
- 12.3 A27 is not liable for loss caused by its subordinates and/or third parties it has engaged in the performance of the Agreement for whom it is liable under the law.
- 12.4 The limitations of liability as contained in this article do not apply if and insofar as A27's liability for the relevant loss is insured and a payment is made under the relevant insurance. In the event that an excess applies, the excess will be deducted from the amount for which A27 is liable. However, A27 is not obliged to exercise rights under that insurance if it is held liable by the Client.
- 12.5 The Client's claim for compensation is only payable after the Client has complied with all its payment obligations towards A27.
- 12.6 The Client indemnifies A27 against all third-party claims with regard to the goods supplied by A27, regardless of the cause of the loss or the time at which it is suffered.
- 12.7 The preceding provisions are without prejudice to liability under mandatory law.

## Article 13: Intellectual Property Rights

- 13.1 Unless otherwise agreed In Writing, A27 will retain all IP Rights, regardless of whether the Client has been charged for the creation thereof. These data and goods may not be multiplied, copied, used or shown to third parties without A27's express prior Written permission.
- 13.2 The Client will under no circumstances contest or challenge A27's IP Rights, nor make attempts to register one or more of these rights, or otherwise obtain protection of these rights for its own benefit.
- 13.3 The Client will inform A27 without delay if it becomes aware of a third party infringing or possibly infringing A27's intellectual property rights.

## Article 14: Force Majeure

- 14.1 Force majeure on the side of A27 must be understood to mean A27 being prevented from complying with its obligations under the Agreement due to circumstances that have arisen through no fault or outside the control of A27, even if these could already be foreseen at the time of formation of the Agreement. Force majeure must in any case be understood to include – among other things – war/danger of war, terrorism or terrorist threats, civil war, uprisings, revolution, pandemics, epidemics, acts of war, fire, water damage, floods, government measures, import and export barriers, defects in machinery, strikes, factory occupations, lockouts, limitations in transport options as a result of weather conditions and traffic disruptions, A27's suppliers and/or subcontractors not complying (or not being able to comply) with their obligations, or not complying (or not being able to comply) with these in time, disruptions in the supply of energy, water and (tele)communications services to A27's business and any acts or failures on the part of the organizer of the Event or the proprietor of the intended location of the Event as a result of which A27 is unable to comply with its obligations or unable to comply with these in time.
- 14.2 As soon as a circumstance as referred to in paragraph 1 of this article arises or threatens to arise, A27 must inform the Client thereof without delay, though no later than within 72 (seventy-two) hours, stating the expected consequences of that circumstance for compliance with its obligations.
- 14.3 Failure to report a circumstances as referred to in paragraph 1 of this article within 72 (seventy-two) hours does not mean that A27 will no longer be able to rely on the provisions of these General Terms and Conditions.
- 14.4 A27 is authorised to suspend compliance with its obligations in the event of and for the duration of the force-majeure situation. If the force-majeure situation lasts longer than 3 (three) months and A27 continues to be unable to comply with its obligations under the Agreement after that period, the Parties are authorised to terminate the Agreement, without this resulting in an obligation to pay compensation.
- 14.5 In the event that, as a result of force majeure, completion of the Assignment is delayed to such an extent that the Assignment cannot be completed before the start of the Event, the Parties are authorised to terminate the Agreement. In such case, A27 is entitled to compensation of the costs it has incurred.
- 14.6 If, at the time the force-majeure situation arises, A27 has already



A 2 7 E X P O . N L

## General Terms and Conditions of Rental and Delivery

complied with some of its obligations under the Agreement or will only be able to comply with some of its obligations, it is authorised to invoice the part that has already been delivered or can be delivered to the Client separately, and the Client is obliged to pay such invoice.

### Article 15: Applicable Law and Competent Court

- 15.1 These General Terms and Conditions, all the Agreements and all the legal relationships between the Parties that arise from that or are associated with that are subject to Dutch law.
- 15.2 In the event of disputes between the Parties, the competent court in the district in which A27 is located has exclusive jurisdiction. Disputes between two Exhibition Services Companies are to be settled by the competent court in the district in which the claimant is located.
- 15.3 All cases in which the General Terms and Conditions of Rental and Delivery do not provide or are deemed unclear are decided by A27.