

**CONDITIONS OF PARTICIPATION FOR THE RENT OF STAND SPACE**

**1. General provisions**

**Article 1**

In these regulations the following are defined as:

- **Organiser:** Foundation Foodspecialities Netherlands (hereafter referred to as SFN), being the organiser of the event.
- **Exhibitor:** The person who has registered for participation in the exhibition and whose application form has been accepted by SFN so that an agreement has been reached between exhibitor and SFN. Also included among exhibitors are the representatives of the exhibitor.
- **Meeting place, trade fair and exhibition:** the event which the exhibitor has registered for and which the registration has been accepted by the organiser.
- **Stand/stand space:** The available exposition space expressed in square meters to the participant, whose location is chosen by the organiser.
- **Costs of the stand:** The compiled by the organiser and confirmed in writing to the exhibitor amount owed for the use of the stand space and for the provided services carried out and to be carried out by the organiser of general organisational nature.

**Article 2**

1. These regulations are an integral and inextricable part of the agreement concluded by the exhibitors and the organiser.
2. Deviations from these regulations are only possible after a written statement from the organiser.
3. Third parties which cannot be regarded as 'exhibitors', have no rights to these regulations.

**2. General provisions regarding participation**

**Article 3**

1. Once the intention of the organiser to organise an exhibition has taken shape, a time and location will be determined.
2. If, in the opinion of the organiser, special circumstances warrant, the organiser may change the date and location set for the exhibition as well as preventing the already established exhibition from taking place.
3. The special circumstances mentioned in the previous paragraph include: pandemic, epidemic, insufficient interest, insufficiently representative supply, disagreement within the industry and all the circumstances, after consideration of the organization, that may hinder the success of the exhibition.
4. The participator can in no case lay claims for damages to the organiser.

**3. Products to be exhibited**

**Article 4**

It is prohibited for the exhibitor:

1. to exhibit other products/line of products than listed on the application form;
2. to exhibit products in the stand for third parties unless the exhibitor is authorised as either buyer or agent for the third party;
3. to partially or in its entirety let third parties make use of the stand space or use the stand space for anything other than agreed.

The organiser is entitled to demand from the exhibitor that he demonstrates, to the satisfaction of the organiser, that he is entitled to exhibit certain products and all that is in conflict with this article, is at the expense and risk of the exhibitor to remove. The exhibitor remains responsible for the exhibited and disputed products and indemnifies organiser for any claim of a third party in that regard.

**4. Classification**

**Article 5**

1. During the agreed period, the exhibitor has the right to the stand space that is determined by the organisation.
2. By means of special circumstances, the organiser is at any time obliged to change the assigned location before the commencement of the agreed period.

**5. Payment**

**Article 6**

1. Unless a different date is specified on the invoice, the payment of the costs of the stand space and all other costs must be fulfilled within 20 days.
2. The exhibitor is responsible for all due to the organiser costs associated with its participation, regardless of whether these costs are incurred by the exhibitor or by third parties acting under his name.
3. If the payment is not fulfilled in the required period of time, the exhibitor is legally in default from the moment of the expiration date of the invoice and the statutory obligation are due from this moment. Collection costs shall be borne for the exhibitor, where the extrajudicial costs are set at 15% of the principal amount with a minimum of € 150,00.
4. If the exhibitor has not completely paid or failed to pay the costs of the stand or such in time, the organiser is entitled to consider the agreement as terminated with immediate effect after written or oral notice or notice of default. In such case, the exhibitor remains the full costs of the stand as well as other costs incurred in connection with its participation, without being able to claim compensation for damages, in any way whatsoever, concerning termination.

**6. Cancellation**

Cancellation at any time must be done in writing and only applies if the exhibitor has received a confirmation of agreement from the organiser of the exhibition. The conditions are as following:  
*Cost-free cancellation is possible until 1 April 2021. Cancellation after this date is possible until 1 August 2021 after the payment of 50% of the amount invoiced. The full amount invoiced is due if exhibitor cancels after 1 August 2020 or does not make use of the stand.*

**7. Use of stand space**

**Article 7**

1. During opening hours the exhibitor is obliged to keep the stand filled with sufficient products and employees.
2. (Representatives of) exhibitors are obliged to wear a badge indicating the name of the exhibitor they represent.
3. Sales may take place during the exhibition. Commercial activities are permitted with the aim of promoting sales, provided they remain within the normal standards.
4. Direct delivery of goods to visitors is **not** permitted.
5. It is not permitted for the exhibitor to rent or forgive its stand floor space and/or stand units and/or market stalls or parts of this. Nor is it allowed that employees, who are normally not employed by the participating company, are in any way active on the stand and/or exhibition unless the organiser has granted written permission.
6. The due BUMA- and SENA-rights are to be borne by the exhibitor. If the organiser for such BUMA- and SENA-rights is charged, the organiser is entitled to immediately pass on the costs to the exhibitor who will immediately reimburse the costs to the organiser.
7. The exhibitor is obliged to follow the corona rules applicable at that time. These rules will be announced in due time.

#### Article 8

The exhibitor is not entitled to:

1. make such use of the stand space that other exhibitors or visitors suffer damage or nuisance in the form of noise, obstruction of passageways, obstruction of light or view or in any other form, all is in the decision of the organiser;
2. place or apply goods, furniture, signs or advertising material in the broadest sense outside or above the stand space;
3. issue or offer price lists, circulars, leaflets or any other form of advertising material outside the stand space in the exhibition hall as well as entrances without consultation and permission of the organiser;
4. make drawings, photographic, film- or video recordings of objects other than in their own stand, which right is reserved exclusively to the organiser to use for its own purposes;
5. ask visitors for entrance fees, a compensation or a payment of any kind for visiting their stand or attending their activities;
6. provide catering facilities or deliver catering products in the stand space, in the broadest sense, against payment or any other kind of compensation (to be judged by the organiser). Nor use or serve drinks themselves in the stand space unless these products are involved or obtained by the catering service of the exhibition building.

#### 8. Liability

##### Article 9

1. The organiser is not liable for any kind of damage suffered directly or indirectly by the exhibitor, its employees or its visitors if such damage was caused by third parties. This includes business interruption, damage due to theft, destruction or any other cause of damage.
2. The exhibitor shall indemnify the organiser against all claims by third parties for any kind of damage caused by the exhibitor itself, its employees and its visitors.

#### 9. Establishment of the stand space

##### Article 10

1. The exhibitor is free to, in compliance with the issued rules and instructions by the organiser, arrange the stand space to their own liking. It is prohibited to build in height unless agreed otherwise in writing.
2. Connections for electricity, heating and ventilation systems or fire safety equipment which are in, above or on the floor of the stand space, must always remain easily accessible and free.
3. If the arrangement and/or the construction of the stand, in the opinion of the organiser, is not finished before the end of the set-up period, the organiser is entitled, for the account and risk of the exhibitor, to take all provisions necessary.
4. The exhibitor receives the stand space as indicated in the confirmation.
5. The height of the partition walls are 2,50 meters. The height of the construction in the stand space may not exceed 2,75 meters unless agreed otherwise in writing.
6. It is not permitted to attach wires to the ceiling for hanging stand ceilings, canopies or lighting etc.
7. All damages arising as a result from faults in the construction of the stands and its fixed equipment, as well as damage arising from the construction of a stand as such, are the sole responsibility of the exhibitor.
8. Own stand building material must be finished as a two-way point of view so the neighbouring stands also have a neatly finished look.
9. The exhibitor will receive an empty and clean stand. During the exhibition and after the setting up for the stands, the exhibitor is itself responsible for cleaning the stand.

#### 10. Supply and removal of goods

##### Article 11

1. During the exhibition it is prohibited for the exhibitor to supply and/or remove goods.

2. The exhibitor is responsible for transportation, arrival and the receiving of its (or on behalf of its) goods. The organiser does not accept goods of the exhibitors and is in no way liable.
3. The exhibitor is responsible for any damage done by transport to the exhibition hall. If needed, and if possible in consultation with the organiser, the exhibitor shall take measures to prevent damage.

#### 11. Clearance of the stand

##### Article 12

1. The exhibitor is obliged to clear the stand or stand space and to make sure that this is clean and empty the way it was given to by the organiser immediately after the exhibition is closed. The building as well as the area around the stand or stand space should be cleared of products, promotional material and all other things that belong to the exhibitor. Detected damages or contaminations by the organiser, will be restored by or commissioned by the organiser. The associated costs will be charged to the exhibitor.
2. If the stand or stand space is not cleared completely or cleared in time, the organiser is entitled to:
  - a. remove or save any materials, goods or packaging at the expense and risk of the exhibitor;
  - b. bring the stand or stand space back in its original state as it was given to the exhibitor;
3. The organiser is entitled to, in its discretion, destroy or sell materials and products of which is not certain to whom they belong and which are not collected by the owner a month after the exhibition has passed.

#### 12. Safety regulations

##### Article 13

1. All exits, passageways, emergency exits, stairways etc. may not be entirely or partially blocked.
2. Fire extinguishing equipment must be visible and directly accessible at all times.
3. No hazardous, toxic or highly flammable materials (such as straw mats, jute, corrugated paper, plastics etc.) may be used for the stand space.
4. It is not permitted to demonstrate devices, heaters, fireplaces etc. with fire.
5. It is not permitted to use or have bottled gas in stock inside the building.
6. The exhibitor is obliged to immediately follow instructions by the organiser and/or fire brigade.
7. Furnishing and decoration of the escape routes, stands and areas where more than 25 people can be, may not be easily flammable. In case of fire they may not develop much smoke or toxic gases. The applicable materials must meet the standards of class II NEN 6065 regarding fire propagation. Textile products must meet the criteria not highly inflammable according to NEN 6065.
8. The use of heaters and having pressurized containers, flammable liquids, gases of explosive substances is prohibited on the stand unless a special permit has been granted by the commander of the fire brigade. Fuel tanks of any exhibited vehicles must be emptied as far as possible.
9. Cables and cords that are placed in aisles and escape routes must be taped with good adhesive strips so that tripping and/or falling is prevented.

##### Article 14

Notwithstanding its obligation to behave to the government given in the interest of safety, respectively, to give instructions, the exhibitor is obliged to behave in accordance with the rules, regulations and instructions the organizer has given in the interest of safety.

### **13. Security**

#### Article 15

1. The organiser shall give the needed measures and rules he deems necessary for security.
2. All products of the exhibitor are and remain at his expense and risk. The organiser excludes all responsibility of damage, loss or theft of all products present at the exhibition.
3. The exhibitor itself is responsible for the supervision of the stand during the set-up times, during the opening hours of the exhibition and during the time that the stand is cleared.
4. For employees of the exhibitor it is not permitted to stay on the stand overnight and outside the prescribed hours of the exhibition.

#### Article 16

If the given requirements, rules or instructions by the organiser are not followed by the exhibitor, respectively, the latter is entitled for the account and risk of the exhibitor to take the necessary measures, thereby satisfying the aforementioned requirements, rules or instructions.

### **14. Unforeseen circumstances**

#### Article 17

The organiser decides in all cases in which these regulations are not covered.

### **15. Disputes**

#### Article 18

1. Any disputes that may arise between the organiser and the exhibitor as a result of the agreement, these regulations or any other kind of agreement concluded between the parties, will be settled under Dutch law by the competent court.
2. As well the Dutch as the English text of the agreement, the regulations or any other agreement between the parties is decisive.