

*Last update: 17 December 2025*

## 1. Introduction

EA Exhibitions (EA) is a company specialised in designing, organising and managing the construction of exhibitions anywhere in the world.

[www.eaexhibitions.com](http://www.eaexhibitions.com)

EA Exhibitions is committed to complying with all applicable laws and regulations in its dealing with customers, clients, vendors and suppliers.

EA Exhibitions, hereafter referred to as “EA”, is the provider of these general terms and conditions.

## 2. Partnership with Toddoo (event management software)

EA may use third-party event management software (Toddoo) to facilitate communication and provision of services. The Customer may be asked to interact with this platform for ordering services or receiving information.

Use of Toddoo is governed by Toddoo’s separate terms and privacy policies.

## 3. General provisions

3.1 EA Exhibitions, hereafter referred to as “EA”, is the provider of these general terms and conditions.

3.2 “EA” or “we” means EA Exhibitions.

3.3 The “Customer” (also referred to as the “other party”) means any person or legal entity that places an order with EA, receives a quotation from EA, or enters into an agreement with EA.

3.4 “Products” refers to all goods, services (including any information or advice), and contracting work (projects) provided by EA.

3.5 Orders placed in writing include orders sent by e-mail or submitted through our online exhibitor portal/webshop, whether or not a physical signature is provided.

## 4. Applicability of EA’s terms

4.1 The general terms and conditions of EA apply to and form an integral part of all the offers EA produces (including quotations, pro forma invoices, illustrations, drawings, calculations, annexes, descriptions, etc) for the agreements EA enters into (including orders, the acceptance of work, etc) and of all other legal relationships EA engages in, including those in the future.

4.2 No modification or waiver of any provision in these general terms and conditions will be effective unless in writing and signed by the party requested to be charged with the change. Any changes from and additions to these conditions will only bind parties if provided by EA and confirmed in writing.

4.3 EA will not accept and hereby objects to any additional or different terms and conditions that may be contained in a customer’s purchase order or other writing. Any reference by the other party to its own general conditions and/or other terms and conditions are hereby explicitly rejected.

- 4.4 If the agreement does not materialise, the other party is not entitled to use any information received from EA in the context of its quote, such as designs, descriptions, drawings, models, programmes etc, except if EA explicitly consent to it in writing in return for payment of a reimbursement, for which EA will determine a fair rate. EA will retain the title of all intellectual rights, unless agreed otherwise.

## 5. Quotations

- 5.1 Quotes provided by EA are for budgeting and planning purposes and do not represent a final fixed price.
- 5.2 Actual billing will be based on the actual labor, materials, and services provided. (In other words, the final invoice may differ from the quoted price if the scope or costs differ from assumptions.)
- 5.3 EA's offers are non-binding until accepted by EA, and each quote is valid for 4 weeks from its date unless otherwise specified.
- 5.4 Quotes assume normal working conditions and hours. If circumstances require work outside normal hours or other extraordinary measures (unless explicitly agreed otherwise in writing), additional costs may apply with the Customer's approval.

## 6. Formation of contracts

- 6.1 The contract / agreement is formed and becomes fully effective through EA's written order confirmation (e-mail or document), unless the other party expresses objections in writing within seven (7) working days from the day the order confirmation is sent.
- 6.2 In the event the acceptance of the other party deviates from EA's proposal, this will be interpreted as a new proposal from the other party and a rejection of our proposal, also if the deviation only concerns subordinate points.
- 6.3 If the order of the other party only concerns making photos, designs, maquettes, models, drawings etc. without leading to a further contract, the other party is obliged to reimburse all the expenses incurred.

## 7. Price

- 7.1 Quoted prices exclude VAT and any other government-imposed taxes or levies. Prices are based on wage rates, material costs, transport charges, and other cost factors in effect at the time of quotation and on the assumption of uninterrupted, normal working conditions.
- 7.2 EA reserves the right to adjust the price up to the time of delivery to reflect any increases in underlying costs (e.g. labor rates, transport, new or increased taxes, energy prices, or similar factors), unless otherwise agreed in writing.
- 7.3 Any additions or changes to the agreed scope requested by the Customer will be charged to the Customer at prevailing rates.
- 7.4 Any costs incurred by EA due to the Customer's failure to provide required information, access, or otherwise fulfill their obligations (after being notified and given an opportunity to cure) will be charged to the Customer.
- 7.5 If the Customer is in default on any obligation, EA's own performance obligations are suspended for the duration of that default, and any agreed timelines may be extended. The Customer may not hire third

parties to perform the Agreement in that period, and any costs or damages EA incurs as a result of the Customer's default (including demobilisation/remobilisation or idle time) will be added to the price.

7.6 EA is entitled to invoice the Customer for any materials, facilities, or work provided at the Customer's request or necessity which were not included in the initial offer or contract.

## **8. Storage of goods**

If EA stores goods for the Customer (before, during, or after an event), EA may charge storage fees at the prevailing market rate without further notice. Any goods stored by EA for the Customer are stored at the Customer's risk (unless agreed otherwise in writing), and the Customer will be responsible for any storage charges incurred.

## **9. Execution of work and deliveries**

9.1 In the event the product EA is due to supply consists of the fulfilment of a service, EA undertakes to make every effort. EA is not obliged to achieve a result.

9.2 In the event the agreement qualifies as contracting work, EA is only obliged to obtain the result that has been expressly agreed in writing.

9.3 EA is at all times entitled to outsource or subcontract part or all of the contract to third parties.

9.4 Any completion times EA give is never to be considered final unless EA agrees to them in writing, whether this is a service or a work contract. In the event EA defaults on a deadline, the Customer must first provide written notice and a reasonable additional time for performance. A reasonable period for completion is in any case to be interpreted as a period that would be deemed reasonable in the sector.

9.5 In the event the execution of the agreement involves EA supplying a product, EA will build, assemble or install the items to be supplied at an agreed location, unless provided to the contrary. The delivery takes place at the times EA specifies; EA will inform the other party of those delivery times. The other party is obliged to take receipt of the goods at the set delivery times, failure of which will lead to any costs arising as a result (including costs associated with buildings, freight and storage) at EA's standard rate or locally prevailing rate being charged to the other party, unless it is agreed that EA will take the goods into storage. In the event it has been agreed that EA will store the goods, Article 6 applies.

9.6 The risk of the goods is transferred to the other party at the point of delivery, as is the ownership of the goods. In the event the goods are only made available for use, the goods nevertheless remain for the account and risk of the other party until the other party has returned them to EA.

9.7 In the event it is agreed that EA will install and/or assemble the goods in an agreed location, the above still applies.

## **10. Return of material**

10.1 In the event the other party has been given some of EA's equipment in use (for example, through a rent or lease), the other party is obliged to disassemble such equipment at the end of the rental period or upon EA's request (whichever comes first), for its own account and at its own risk, and to return the equipment in the original condition at the time it was given in use, or it should give EA the opportunity (including by granting access to the equipment) to disassemble or arrange the equipment's disassembly, all for the account of the other party, unless the parties agreed otherwise in writing.

10.2 EA undertakes to inspect the returned items and to report complaints within a term of fourteen days

to the other party in writing in the event EA find any defects or damage.

10.3 The Customer shall be liable for any loss of or damage (beyond normal wear) to EA's equipment, and EA may invoice the Customer for repair, cleaning, or replacement costs as appropriate.

10.4 **Tape and/or glue residue on wall damage:** Exhibitors may not use their own tape/adhesive on rented shell scheme wall panels. Any damage to these panels, **including glue residue** will result in a charge of **€220.00 per damaged panel**.

## 11. Inspection and complaints

11.1 The other party is obliged to **inspect and test** the product on receipt and/or the work completed and to establish whether the product is in order and/or whether the works were carried out in conformity with the order.

11.2 Any complaints, in relation to the products EA supplied, in relation to works completed or to amounts invoiced must be submitted within eight (8) working days in writing from receipt of the product, the completion of the works or receipt of the invoices respectively, with a precise description of the facts the complaint relates to.

11.3 If no written complaint is received by EA within the above deadlines, the products/work are deemed unconditionally accepted by the Customer.

11.4 If it is not reasonably possible to spot the defect within the aforementioned term, the other party must report the defect to us in writing within 14 days of discovering it or within 14 days of when the defect should reasonably have been discovered, but at the latest within 30 days.

11.5 Minor deviations and/or deviations that are customary in the industry and/or variations and differences in quality, number, measures or finish do not constitute grounds for any complaint.

11.6 Complaints in relation to a particular product leave the obligations of the other party in relation to other products and/or components subject to the contract unimpaired.

## 12. Payment terms

12.1 The other party shall pay in euros the whole invoice value on order on the due date and 14 days prior to the exhibition opening date at the latest. If the other party fails to make full payment on the due dates, EA is entitled, without prejudice to any other right or remedy available, to terminate the relevant contract and suspend any performance of contract work. EA reserves the right to charge interest at 4% on amounts not paid on the due dates.

12.2 Unless agreed otherwise in writing, the other party is obliged to pay within 14 calendar days from the date of invoicing.

12.3 Setoff is not allowed, unless it is agreed otherwise in writing.

12.4 EA reserves the right to deduct its fee, costs and VAT plus any outstanding amounts before paying the funds over to the other party or in the event the other party is in default of any obligation towards EA.

12.5 Payments by EA shall be made in Dutch currency (EURO), unless agreed otherwise in writing.

12.6 In the case of amounts received in foreign currencies, EA shall, when making payment, use the rate

applicable on the day on which the foreign currency was received.

- 12.7 The other party must at all times inform EA immediately of any payments received by it in respect of a debt.
- 12.8 Should the client fail to make payment within 14 days of the invoice date, the Client shall be in default without any further notice of default being required and EA shall be entitled to increase the amount due by adding interest on the basis of 4% per year as of the due date, without prejudice to its right to increase the amount owed by adding collection, court and other recovery costs, including the costs of a lawyer, in terms of which such costs shall amount to at least 15 % of the principal sum with a minimum of € 145.00, all amounts exclusive of VAT.
- 12.9 In the event a term of payment is agreed for an amount owed to EA by the other party, the amount payable will nevertheless become immediately due and payable in the event the other party goes into liquidation, files for bankruptcy or requests a moratorium on payments.
- 12.10 If the other party falls in default of one or more of its obligations, all reasonable costs incurred to obtain satisfaction outside the law will be for the account of the other party.

### 13. Reservation of ownership

- 13.1 EA retains ownership of all goods delivered to the Customer under any agreement, until the Customer has paid in full all amounts owed to EA for those goods and for any related services. This retention of title also extends to any of EA's claims against the Customer for the Customer's failure to fulfill obligations under this or related agreements. Until transfer of ownership, the Customer shall not sell, pledge, lease, or grant any right or security interest in the goods to any third party.
- 13.2 The Customer must care for and maintain the goods in good condition and keep them clearly marked or identifiable as EA's property.
- 13.3 The Customer must immediately inform EA if any of these goods are lost, stolen, missing, or damaged.
- 13.4 The Customer is liable for any loss or damage to goods under retention of title, and will reimburse EA for the full replacement (new-for-old) value of those goods, irrespective of the cause of loss/damage. In the event the Customer fails to adequately insure or protect the goods, or fails to return goods on EA's demand, or otherwise breaches this clause, then all amounts owed by the Customer to EA shall become immediately due and payable in full.
- 13.5 If the Customer is in default of payment or if EA has reasonable grounds to expect the Customer will not fulfill its payment obligations, EA is entitled to reclaim and take possession of any goods delivered under retention of title. The Customer shall cooperate fully with EA in such measures.
- 13.6 At EA's request, the Customer is obliged to:
- Adequately insure the goods under retention of title against fire, water, theft and other risks, and provide proof of such insurance to EA;
  - Assign/pledge to EA any insurance claims related to the goods (in accordance with Section 3:239 of the Dutch Civil Code);
  - If the Customer resells the goods (permitted only to the extent of its normal business and as long as it has not defaulted), assign/pledge to EA any claims it obtains against its buyers in respect of those goods, as security for the Customer's obligations to EA (also under Section 3:239 BW);
  - Mark the goods as EA's property as directed by EA;

- Cooperate with all other measures EA reasonably deems necessary to protect its property rights in the goods, provided such measures do not unreasonably interfere with the Customer's ordinary business operations. The Customer shall promptly notify EA if any third party attempts to seize, attach, or exercise rights on goods subject to EA's retention of title.

#### 14. Cancellation policy exhibitor services

All charges, related to product and service orders, are due before services are performed, including design work and graphics production, unless other arrangements have been made in advance.

##### 14.1 Cancellations policy for exhibitor services (Standard services)

Cancellations must be sent in writing (email to [info@eaexhibitions.com](mailto:info@eaexhibitions.com) or the project-specific address). Refunds for cancelled standard orders are:

- **Up to 6 weeks before the event start date:** Full refund of the order amount, minus a €145 administrative fee (VAT and any bank transfer fees excluded).
- **6 weeks to 30 days before start date:** 50% of the order amount will be refunded, minus the €145 administrative fee.
- **Within 29 days of the event start date:** Orders cannot be cancelled or refunded.
- **Last-minute orders** as from 29 days to the start date of the event need to be paid immediately. Onsite orders need to be paid directly at the exhibitor service desk.
- **Errors made by the customer in the order process**, leading to corrections, credit administration or other work, could result in €145 administration cost paid by the customer.
- Orders will only be processed after receiving the full payment. If we do not receive the payment prior to the start of the event, booth and/or decoration items will not be installed when build-up starts.
- **Re-issuing the invoice** to a different billing address is subject to administrative fee of €145, which will be included in the new invoice.

##### 14.2 Cancellations and refund policy Custom-made items

Custom-made orders are final and cannot be cancelled once confirmed.

Cancellation of custom-made orders: **Once a custom project is confirmed in writing, it cannot be cancelled.** The other party is responsible for 100% of the total quoted price for the project. This includes costs for any materials purchased, time/labor spent, electrical or specialty services, and any approved additions to the original scope.

Failure to pay a required deposit or any other breach by the customer may, at EA's discretion, be treated as a cancellation, with the full project amount immediately due.

If the other party attempts to cancel the contract (in full or in part), they are liable for all costs incurred by EA up to that point. This includes all project expenses, any overhead allocated to the project, costs for reserved labor or materials, and any travel or logistical expenses.

If the other party requests significant changes during execution such that, in EA's opinion, the original contract can no longer be reasonably fulfilled, EA is entitled to terminate the contract early. In such case, the customer must reimburse all costs incurred by EA up to the termination date, including any additional costs resulting from the early termination. EA will not be liable for any losses or damages due to such early termination

##### 14.3 Methods of payment

Payment may be made via SEPA bank transfer, credit card (VISA, MasterCard, American Express), or other methods as agreed. EA's online payment platform is secure and will issue an invoice upon successful payment.

The other party will receive a confirmation email.

If no confirmation email has been received, immediately contact EA Exhibitions at [info@eaexhibitions.com](mailto:info@eaexhibitions.com)

Orders will be processed only after full payment is received.

## 15. Mutual obligation indemnification

- 15.1 **Customer indemnifies EA:** The customer (exhibitor or client) must **defend, hold harmless, and indemnify** EA against any claims, lawsuits, demands, liabilities, costs, and expenses (including reasonable attorneys' fees and court costs) arising from injury or death of persons, or damage to property (other than goods) related to or arising from EA's performance of services, **except to the extent caused by EA's own negligence or willful misconduct**. It further clarifies that the customer's indemnity covers all acts of the customer's representatives, agents, contractors (e.g., an exhibitor-appointed installation contractor), subtenants, or anyone using the exhibitor's space or working on the exhibitor's behalf at the event. It notes the show site is an active work zone and all such persons are present at their own risk.
- 15.2 **EA indemnifies Customer:** Conversely, EA will indemnify the customer for claims, losses, etc., resulting from injury or death of persons or damage to property (other than goods) **to the extent caused by EA's own negligence or willful misconduct**, and subject to the limitations of liability outlined later.

EA's indemnity does **not** apply to bodily injury claims when:

- (a) the customer is in areas marked "off limits to exhibitors" or
- (b) when exhibitors are present outside the official lease times of their booth (before or after the event hours/dates).

The indemnified party shall promptly notify the indemnifying party of any claim covered by this clause and cooperate in its defense. Failure to give timely notice relieves the indemnifying party of its obligations only to the extent it was prejudiced by the delay.

## 16. Guarantee

- 16.1 If, and only if, the Customer will be using/retaining the products, components, work, or project delivered by EA in a fixed installation or otherwise for a period exceeding six (6) months (for example, a long-term exhibit or installation), then EA provides the following limited warranty: EA warrants that the products and components it has supplied will be free from defects in materials and workmanship for a period of six (6) months from the date of delivery or commissioning, whichever is later.
- 16.2 This warranty is valid provided that the Customer:
- Uses the products/components strictly in accordance with EA's instructions and under normal operating conditions;
  - Enters into a maintenance agreement with EA for those products/components for which EA has recommended maintenance in writing (e.g., electronic or mechanical systems);



- Keeps the products/components in good care and the defects are not the result of normal wear and tear or improper handling.

## 17. Liability of the other party (Customers liability)

17.1 The Customer bears liability for any damage or loss suffered by EA, EA's property, or EA's personnel (or subcontractors) that is caused by the Customer, its employees, or its agents/contractors.

This includes, without limitation:

- **Design/Instruction Liability:** The Customer is responsible for the soundness and safety of any construction guidelines, designs, specifications, or operational methods that the Customer (or its representatives) directs EA to follow. The Customer also assumes liability for any orders or instructions given by the Customer or on the Customer's behalf to EA's workers.
- **Materials Provided by Customer:** The Customer is liable for damages resulting from any defects or failures in equipment, materials, or tools that the Customer supplies or requires EA to use.
- **Regulatory Changes:** If new laws or government regulations coming into force after the date of EA's quotation result in additional costs or modifications, the Customer is responsible for those costs and consequences.

17.2 The Customer shall **maintain adequate insurance** to cover its liabilities under this agreement.

## 18. Own liability

18.1 Under no circumstances shall EA be liable for any damages except those caused by EA's own wilful misconduct or gross negligence, or as required by mandatory law (such as mandatory product liability for personal injury or damage to privately used property).

18.2 In any case, EA's liability shall be limited to the extent of liability compulsorily imposed by law.

18.3 EA shall not be liable for any indirect or consequential damages or losses whatsoever. This exclusion includes, but is not limited to, loss of profit, loss of revenue, loss of business opportunities, business interruption, or any other economic consequential loss, even if such loss was foreseeable or if EA was advised of the possibility of such damages.

18.4 To the extent EA is liable for any damages notwithstanding the foregoing exclusions, EA's total aggregate liability shall be limited to the amount of fees paid by the Customer for the services/products under the agreement.

18.5 No claim may be brought against EA for any damage that arises after a period of six (6) months from the completion of the services or delivery of the goods. These limitations of liability apply to any and all claims, whether based on contract, tort (including negligence), or any other legal theory.

## 19. Goods of the other party

19.1 The Customer shall ensure that any information, materials, equipment, or constructions it provides to EA for the execution of the work are delivered on time and in a proper condition that allows EA to perform its services efficiently. If the Customer fails to do so, any resulting delays or additional costs incurred by EA shall be charged to the Customer.

19.2 Unless otherwise agreed in writing, the Customer is responsible for all costs of packing, unpacking, assembly, and disassembly of any Customer-owned goods used in the project.



19.3 EA is not obliged to transport or handle the Customer's own goods or exhibit items. If EA agrees in writing to transport such items, EA and the Customer will also agree on the allocation of transport costs and risks.

19.4 Any transport by EA of the Customer's goods will be subject to separate agreed conditions. If EA explicitly accepts responsibility for transporting Customer's goods (at EA's account and risk), EA will insure those goods during transit, loading and unloading, and while they are at the event venue, under EA's property insurance (subject to the Standard Dutch Bourse Conditions for Property Damage 2006 and all-risk clause G13). Notwithstanding such insurance, EA's liability for loss or damage to Customer's goods is limited as stated elsewhere in this Agreement.

- Note: Insurance against theft or disappearance of goods is generally only valid if there are visible signs of forced entry into the secured area where the goods are stored. EA will not be responsible for any loss, theft, or missing items unless such forced entry is proven, and even then the matter is subject to the insurance terms and limitations. The burden of proof of a qualifying forcible entry lies with the Customer.

19.5 The Customer is strongly advised to maintain its own insurance on all goods it brings to or from the event, as EA does not accept liability for Customer's property except as expressly provided in this clause.

## 20. Force majeure

20.1 EA shall not be liable for any failure or delay in performing its obligations due to force majeure.

20.2 Force majeure means any event or circumstance beyond EA's reasonable control which was not foreseeable at the time of contracting and which prevents EA from performing its obligations.

20.3 Such events include (but are not limited to): war, threat of war, civil unrest, terrorist acts or threats, official travel or event restrictions or advisories, global or regional pandemics or epidemics, vandalism or willful destruction, riots, sabotage, power or energy outages, natural disasters (flood, earthquake, fire, etc.), accidents, acts of God, industrial strikes or labor disputes, unexpected equipment failures, and any (change in) government regulations or measures.

20.4 Force majeure also includes failure by EA's suppliers, the event organiser, or venue management to fulfill their obligations to EA, or the cancellation of the event by organisers or authorities, where such failure is not attributable to EA.

20.5 In a force majeure situation, EA has the right to suspend its obligations or dissolve the contract with immediate effect, without judicial intervention and without incurring any liability for damages.

20.6 If EA's partial performance has occurred, the Customer shall pay for the services/products already provided. If continuing performance after the force majeure event is possible but would entail additional costs for EA, the Customer shall be responsible for such extra costs.

20.7 Event Cancellation: If the exhibition/event for which the services were intended is canceled, postponed, interrupted or otherwise not held as scheduled due to circumstances beyond EA's control (e.g., by order of the organizer, venue, or authorities), such an occurrence shall be considered force majeure for EA.

20.8 In that case, EA is entitled to charge the Customer for the work, products, and services that were already performed or prepared up to the point of cancellation (in whole or in part, as reasonably determined by EA based on the timing of the cancellation and costs incurred). EA will provide an itemisation or

explanation of any such charges in the event of force majeure cancellation.

## **21. Dissolution (termination for breach)**

- 21.1 In the event the other party does not meet its obligations or obligation to pay us pursuant to any contract it entered into with EA in full, in time or adequately, despite being sent a reminder giving the other party a reasonable term, as well as in the event the payments of the other party are suspended, if the other party has applied for a moratorium on payments, filed for bankruptcy, been put under administration, or been wound up, or if a prejudgment attachment or an attachment in execution is made on the possessions of the other party, EA will be entitled to dissolve the contract or part of it without being required to send a notice of default and without judicial intervention. The above does not prejudice our other rights.
- 21.2 The other party is not entitled to suspend or offset its obligations.
- 21.3 During the execution of the agreement, EA is entitled to suspend EA's compliance with EA's obligations until the other party has put up surety - upon EA's request and to our satisfaction - for its compliance with all the obligations based on the agreement. This provision equally applies if a credit arrangement was obtained.
- 21.4 The customer's refusal to put up the requested surety entitles us to dissolve the contract without judicial intervention.
- 21.5 The other party undertakes to grant EA insight into its creditworthiness upon EA's first written request, by granting EA full access to documents drawn up by a chartered accountant, failure of which entitles us to dissolve the contract without judicial intervention.

## **22. Intellectual absolute rights / confidentiality**

- 22.1 Unless otherwise agreed in writing, EA retains all rights, title, and interest in and to all intellectual property associated with its work and materials. This includes, without limitation, all copyrights, patent rights, trademark rights, design/model rights, and other intellectual property rights in any designs, drawings, documents, data files, quotations, illustrations, plans, models, maquettes, photographs, software, or other materials or works created or provided by EA.
- 22.2 All such materials and intellectual property remain the sole property of EA, regardless of whether the Customer has been charged for their creation.
- 22.3 The Customer is not permitted to copy, publish, disclose to any third party, or use any of EA's materials or intellectual property, except as necessary for the Customer's internal evaluation of EA's offer or for the execution of the specific agreement with EA, and even then only with EA's prior written consent.
- 22.4 For clarity, the Customer may use deliverables provided by EA only for the purposes and duration of the project or event for which they were intended, and shall not reuse or exploit them for any other project, production, or purpose without EA's written permission.
- 22.5 The Customer shall treat as confidential all information received from EA that is marked as confidential or that by its nature should reasonably be understood to be confidential. This includes (but is not limited to) EA's designs, technical concepts, pricing, and any company or business information relating to EA or the project.
- 22.6 The Customer will not disclose such information to any third party or use it for any purpose outside

the scope of the agreement with EA without EA's written consent.

- 22.7 The Customer shall ensure that its employees, agents, and any third parties involved on its behalf are bound by the same strict duty of confidentiality. This confidentiality obligation remains in force both during and after the term of the agreement. If the Customer breaches the provisions of this section, EA reserves the right to seek appropriate relief, including injunctive relief and compensation for damages.

### **23. Contracting of work, terms of completion and delivery**

- 23.1 If the term set for delivery of the work is counted in working days, a working day is interpreted as any calendar day except those falling on days that are generally or locally acknowledged as statutory rest or feast days, holidays or other non-individual days off.
- 23.2 Working days are considered as unworkable when no work can be done by the majority of our workers and/or machines for circumstances beyond EA's control for at least five hours.
- 23.3 We have the right to extend the delivery period if EA cannot be expected to deliver the work within the agreed term due to force majeure, circumstances for the account of the other party, or a change in the conditions for the execution of the work.
- 23.4 In the event we exceed the delivery period, EA will owe the other party compensation fixed at € 500.00 per workable working day, unless another amount is agreed.
- 23.5 If the start or progress of the work is delayed by factors attributable to the other party, then the other party must reimburse EA for any damage and costs arising as a result.

### **24. Contracting of work, inspection and approval**

- 24.1 A reasonable period before the day on which EA thinks the work will be completed, EA will invite the other party in writing to proceed with the commissioning. The inspection will take place as quickly as possible, but at the latest within eight (8) days from the aforementioned day. The inspection will be carried out by the other party in our presence and involve a check on whether the obligations from the agreement have been met.
- 24.2 After the work has been inspected, the other party will inform EA within eight days in writing of whether the work was approved or not, setting out any defects found in the latter.
- 24.3 If no written notification is sent to EA within eight days from the inspection, the work is deemed to have been approved on the eighth day after the inspection.
- 24.4 The work is considered as approved if and insofar it is taken in use.
- 24.5 Minor defects that can be repaired during the defects liability period cannot constitute a reason to withhold approval.
- 24.6 Unless agreed otherwise, the defects liability period is thirty days and becomes effective on the work being considered completed.

### **25. Contracting of work, liability after completion**

- 25.1 After completion - and provided the parties agreed on a defects liability period, after the defects liability period has expired - EA will no longer be liable for any shortfalls in the work except in the event

of wilful damage, gross negligence, or when the defect could reasonably not have been spotted earlier by the other party, provided the other party notified us of the defect within a reasonable period from the discovery.

- 25.2 Any legal claim based on the aforementioned clause is inadmissible if it is instigated after more than five years after the defects liability period expired.

## **26. Contracting of work, suspension, termination of incomplete work**

- 26.1 The Customer may instruct EA to suspend the execution of all or part of the work. In such case, EA will immediately scale down or halt work as directed, and the Customer shall be responsible for any and all consequences of the suspension:
- Any costs for measures necessary to secure, protect, or maintain the partially completed work during the suspension (for example, demobilization, protective coverings, site security, equipment rental extensions, etc.) will be treated as additional work and charged to the Customer.
  - EA shall not be liable for any deterioration, damage, or loss to the work or materials during the period of suspension, and the risk of such damage or loss lies with the Customer.
  - The Customer shall compensate EA for any damages or extra costs EA incurs as a direct or indirect result of the suspension (including but not limited to idle labor or machinery costs, remobilization costs, or costs due to interruption of schedules). If the suspension lasts longer than one (1) month, EA shall have the right to terminate the contract and consider the work completed to the extent performed.
  - In the event of such termination, EA will be entitled to payment for all work performed up to the suspension/termination date (including materials procured and reasonable overhead and profit on the work performed), and the Customer shall promptly pay such amounts. Any resumption of work after a suspension shall be by mutual agreement and may be subject to adjusted timelines and costs.

## **27. Contracting of work, contract extras and contract reductions**

- 27.1 Changes or additions to the scope of work (Contract Extras) and omissions or scope reductions (Contract Deductions) shall be accounted for in the contract price. This includes adjustments due to any agreed changes in the work, deviations from any provisional sums or allowances, and differences between estimated and actual required quantities.
- 27.2 In principle, any change in scope or conditions should be agreed in writing (via a change order or addendum) specifying the impact on price and time. However, even if the parties do not formally document a change, the absence of a written order shall not waive the right of EA to payment for additional work actually requested by the Customer or necessitated by circumstances, nor the Customer's right to a credit for any agreed omission.
- 27.3 In other words, any work performed by EA beyond the original contract or any work omitted by agreement will be valued and settled between the parties in fairness according to the contract rates or, if not available, reasonable market rates.

## **28. Contractors' all risks insurance (C.A.R.)**

- 28.1 Unless explicitly agreed otherwise in writing, the Customer is required to obtain and maintain a Contractors' All Risks (C.A.R.) insurance policy covering the project/work being carried out.
- 28.2 This insurance must cover loss or damage to the works in progress, materials, and equipment, as

well as third-party liability arising from the execution of the work, and it must include EA (and any subcontractors of EA) as insured parties.

28.3 The Customer shall provide EA, upon request, with evidence of such insurance and allow EA to review the policy terms and conditions. This can be satisfied by providing a copy of the insurance certificate and relevant policy extracts.

28.4 If the Customer fails to arrange the required C.A.R. insurance, EA reserves the right to suspend work until such coverage is in place or, alternatively, to procure appropriate insurance itself and charge the cost to the Customer.

## **29. Dispute settlement procedure (Governing law & jurisdiction)**

29.1 These Terms and any agreements between EA and the Customer (and any disputes arising therefrom) shall be governed exclusively by the laws of the Netherlands, unless the parties expressly agree to apply different law in writing.

29.2 The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.

29.3 Any dispute arising out of or relating to an agreement to which these Terms apply (including any dispute regarding the existence, validity, or termination of the agreement, and including disputes arising from any subsequent agreements or additional arrangements between the parties) shall be submitted to the exclusive jurisdiction of the competent court in Amsterdam, the Netherlands, unless the parties agree to an alternative dispute resolution method or forum.

## **30. Language**

30.1 The English version of these conditions is the only binding text.

30.2 In the event an agreement between us and the other party drawn up in Dutch or English is translated, either by EA, the other party or by a third party, the translation will only serve an informative purpose, without having any binding force.

## **31. Privacy policy**

Please review our Privacy policy, available on our website [www.eaexhibitions.com](http://www.eaexhibitions.com). The Privacy policy governs clients and website visitor of the EA website to understand the EA privacy practices.

## **32. Contact information**

If you have questions regarding the above, please contact us at [info@eaexhibitions.com](mailto:info@eaexhibitions.com).

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