

EA EXHIBITIONS

GENERAL CONDITIONS EA EXHIBITIONS

REGISTERED OFFICE IN AMSTERDAM, THE NETHERLANDS
KvK Amsterdam (Chamber of Commerce): 614 932 36.

Article 1 GENERAL PROVISIONS

- 1.1 EA Exhibitions, is the provider of these general terms and conditions and will hereafter be referred to as: EA
- 1.2 'Other party' is considered any person or legal entity EA addresses offers to, who gives an order, who enters into an agreement with EA and furthermore those EA has a legal relationship with.
- 1.3 Products should be understood to mean goods, services (including advice, the provision of information, and mediation) and contracting work (including projects).

Article 2 APPLICABILITY

- 2.1 The general terms and conditions of EA apply to and form an integral part of all the offers EA produce (including annexes, descriptions, illustrations, drawings, calculations, 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.
- 2.2 Any deviations from and additions to these conditions will only bind parties if provided by EA and confirmed in writing.
- 2.3 Any reference by the other party to its own general conditions and/or other terms and conditions are hereby explicitly rejected.
- 2.4 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.

Article 3 QUOTE

- 3.1 All EA offers and prices quotations are without obligation and remain valid for a period of four weeks, unless the quote states otherwise.
- 3.2 All EA offers are based on the agreement being executed under normal circumstances and during normal working hours, unless explicitly agreed otherwise, insofar as EA confirmed it in writing.

Article 4 CONTRACTUAL FORMATION

- 4.1 The contract is formed and becomes fully effective through EA's order confirmation, unless the other party expresses objections in writing within seven working days from the day the order confirmation is sent.
- 4.2 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.
- 4.3 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.

Article 5 PRICE

- 5.1 The prices that EA quote are net of turnover tax and net of any other government taxes levied on the execution of the contract; they are based on a continuous work process and the price level of wages, materials etc., at the time of the quote.
- 5.2 EA will always pass on any changes and/or price increases up to the point of delivery, (for example in wages, transport costs, increases and/or new taxes and/or [increases in] energy prices or other factors influencing the costs), unless EA agreed otherwise in writing.
- 5.3 Price increases arising from additions and/or changes to the agreement carried out at the request of the other party, are for the account of the other party.
- 5.4 EA will charge for costs arising because the other party remained in default by preventing the execution of the contract and/or because the other party did not provide the necessary information despite having been sent a notice of default and/or due to circumstances attributable to the other party causing EA to incur costs.

5.5 Any default by the other party terminates EA's default, should EA be in default. While the other party is in default, it is not authorised to take measures for the execution of the agreement. EA will charge for costs caused by the other party being in default.

5.6 EA is authorised to invoice the other party for the cost of materials or facilities made available that are not mentioned in EA's offer and/or contract.

Article 6 STORAGE

In the event of a storage service provided by EA. EA is entitled to charge storage costs (without prior notice) that would be deemed reasonable in the sector.

Article 7 EXECUTION OF WORK AND DELIVERIES

7.1 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.

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

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

7.4 Any completion times EA give are never to be considered final unless EA agrees to them in writing, regardless of the nature of the agreement. In the event EA defaults on a deadline, EA must therefore be sent a notice of default, giving EA a reasonable period for completion. A reasonable period for completion is in any case to be interpreted as a period that would be deemed reasonable in the sector.

7.5 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.

7.6 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.

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

Article 8 RETURN OF MATERIAL

8.1 In the event the other party has been given some of EA's equipment in use (for example, through a lease), the other party is obliged to disassemble such equipment at the end of the agreed term immediately and upon EA's first request, 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.

8.2 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.

Article 9 INSPECTION AND COMPLAINTS

9.1 The other party is obliged to inspect the product on receipt and/or the work completed within the meaning of Article 1.3, and to establish whether the product is in order and/or whether the works were carried out in conformity with the order.

9.2 Any complaints, in relation to the products EA supplied, in relation to works completed or to amounts invoiced must be submitted within eight 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.

9.3 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.

9.4 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.

9.5 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.

Article 10 PAYMENT

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

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

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

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

10.5 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.

10.6 The client must at all times inform EA immediately of any payments received by it in respect of a debt.

10.7 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 month 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 € 75.00, all amounts exclusive of VAT.

10.9 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.

10.10 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.

Article 11 RESERVATION OF OWNERSHIP

11.1 EA reserves the ownership of all goods supplied to the other party based on existing and future contracts until the payment obligations for all the goods concerned are fully met.

11.2 If EA is also carrying out work against payment for the other party based on contracts within the meaning of Article 11.1, the reserved ownership referred to in Article 11.1 equally applies until the other party has settled EA's claims for the work concerned in full.

11.3 Furthermore, the reserved ownership for any claims EA may obtain against the other party for defaulting on compliance with the contracts referred to in the aforementioned Articles 11.1 and 11.2.

11.4 The other party is prohibited from pledging the goods or to grant any rights to them to a third party.

11.5 The other party is obliged to retain goods supplied subject to retention of title with the necessary care and to keep them recognisable as our property. The other party is obliged to report every instance of when goods in our ownership are missing, stolen, lost or damaged without delay and is obliged to reimburse the resulting damage to those items in full, regardless of its cause. The damage referred to in the previous sentence amounts to at least the new-for-old value, without prejudice to any further liability of the other party for damages due to its failure to return goods in our ownership at all, on time, or properly. In the event of non-compliance with the(se) obligation(s), the total value of the contract becomes immediately due and payable.

11.6 If the other party falls short of its obligations to pay EA, or if EA has good grounds to fear that it will fall short of its obligations, EA is entitled to retrieve the goods provided subject to retention of title.

11.7 Upon EA's first request, the other party is obliged

1. to insure the goods supplied subject to retention of title and to keep them insured against damage caused by fire, explosions and water as well as against theft, and to allow us to consult those insurance policies.

2. to pledge any claims to EA the other party submits to insurance companies in relation to the goods provided subject to retention of title, in the manner stipulated in Section 3 clause 239 of the Dutch Civil Code.

3. to pledge any claims to EA the other party obtains on its customers in the context of the normal operation of business, on the sale of goods supplied by us subject to retention of title, in the manner stipulated in Section 3 clause 239 of the Dutch Civil Code.

4. to mark the goods EA supplied subject to retention of title as EA's property.

5. to grant cooperation in other ways to any reasonable measures EA wishes to take for the protection of EA's ownership in relation to the goods, and that do not cause an unreasonable obstruction for the normal operation of the other party's business.

Article 12 CANCELLATION

12.1 In the event the other party cancels the contract in part or in full, all costs incurred will be charged to the other party, including any overheads attributable to the cancelled contract, costs of scheduled days, persons and materials booked and loss of profit.

12.2 In the event the other party makes such changes to the contract, in the course of implementation, that the contract can in our opinion no longer be reasonably carried out, EA is entitled to terminate the contract early at any stage without being liable for any compensation. Such termination does not prejudice the obligation of the other party to reimburse EA for all costs incurred by us until the early termination, including the costs resulting from the early termination.

Article 13 GUARANTEE

13.1 In the event the agreement involves that the other party will retain product supplied and/or work and/or the project EA completed in the agreed constellation for a period exceeding six months, EA guarantees that the products and/or components supplied by EA are sound, provided the other party carefully observes the instructions in relation to the products and/or components and makes normal use of the products, and provided a maintenance contract was entered into with EA in relation to the products and/or components for which EA recommended this in writing (i.e. for any electronic equipment EA supplied), and provided that the defects are not caused by normal wear and tear.

13.2 In the event a guarantee applies as referred to in Article 13.1, it will remain effective for a period of six months from the period of delivery and/or commissioning.

13.3 The guarantee referred to in Article 13.1 does not go beyond obliging EA to repair any defects free of charge.

13.4 The other party is in any circumstance obliged to give EA adequate opportunities to repair any defect, failing which the claims of the other party will fall.

Article 14 LIABILITY OF THE OTHER PARTY

14.1 The other party is liable for any damage to EA, EA's property and/or the employees and/or third parties EA engages, inflicted by the other party or its employees or by third parties contracted by the other party.

14.2 The other party is responsible for any guidelines it gives for constructions and operating methods, as well as for the orders, directions and instructions it gives or that are given on its behalf.

14.3 The other party is liable for any damages resulting from defects in goods, building materials or tools it makes available or that it specifies.

14.4 The consequences of the compliance with statutory provisions or stipulations issued by the government taking effect from the day after the quote onwards, are for the account of the other party.

14.5 The other party indemnifies us against any claims in relation to or arising from any contract entered into with us, insofar the liability falls under the liability of the other party as provided in the aforementioned clauses.

Article 15 OWN LIABILITY

15.1 Under no circumstances is EA responsible for any damage other than wilful damage, damage inflicted by gross negligence, or if the damage is covered by mandatory product liability. In the latter case, EA is only liable insofar and to the extent provided by law.

15.2 Under no circumstances is EA liable for consequential damage and/or resulting loss (including in the event of product liability). Nor is EA responsible for trading loss in the event of product liability.

Article 16 GOODS OF THE OTHER PARTY

16.1 The other party guarantees EA that the data, materials, constructions and provisions to be made available to EA will be provided on time and appropriately, in a manner allowing us to carry out EA's activities as efficiently as possible, failing which the other party is obliged to compensate EA for the additional costs and/or damage EA's incur as a result.

16.2 The costs of packing and unpacking, assembly and disassembly of the goods referred to in Article 16.1 are for the account of the other party.

16.3 EA will only transport the things of the other party, that are destined to be used during the execution of the work pursuant to the provision of the tender, as well as the things of the other party that are destined to be exhibited in, on or with the work, to the location of the work, if this has been agreed in writing. If so, it will be determined at the same time which party carries the costs of the transport.

16.4 If the items are transported for EA's account and at EA's risk, they will be insured during the transport as referred to in Article 16.3, as well as during the loading, unloading and during the period they are located in the exhibition space. The Insurance is subject to the Standard Dutch Bourse Conditions for Property Damage 2006 (NBGP 2006) and the all-risk clause G13.

16.5 The risk of items being stolen, going missing or getting lost is only covered provided signs of forcible entry are detected at the suitably secured premises in which the insured goods are located. In the event this circumstance arises, EA will never be responsible for it and it will be for the account and risk of the other party. The burden of proof in that respect also lies with the other party.

Article 17 FORCE MAJEURE

17.1 EA is never liable for any damage incurred by the other party if EA is unable, in time or insufficiently able to meet EA's obligations arising from the contract due to force majeure.

17.2 Force majeure is in any event interpreted as: any circumstance which EA was unable to take into account at the time the contract was entered into and as a result of which the normal execution of the contract cannot reasonably be demanded by the other party; for example, because of war or the threat of war, civil war, official advice not to travel, wilful damage, riots, sabotage, energy cuts, floods, earthquakes, fire, water damage, factory sit-ins, industrial strikes, equipment defects or (changes in) government measures. Furthermore, force majeure is also interpreted as the circumstance that suppliers which we depend on, the organiser of the exhibition or the event, or the manager of the venue in which the event was planned, have not fulfilled their (contractual) obligations towards EA in terms of meeting the requirements for us to fulfil the contract, unless this would be attributable to EA.

17.3 In the event of force majeure, EA has the right to annul the contract with immediate effect without a need for judicial intervention and without being liable for any damages.

17.4 In the event fulfilling the contract after all would entail increased costs, these costs are for the account of the other party.

Article 18 DISSOLUTION

18.1 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.

18.2 The other party is not entitled to suspend or offset its obligations.

18.3 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.

18.4 The customer's refusal to put up the requested surety entitles us to dissolve the contract without judicial intervention.

18.5 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.

Article 19 INTELLECTUAL ABSOLUTE RIGHTS / CONFIDENTIALITY

19.1 Unless EA agreed otherwise in writing, EA retains all intellectual absolute rights (including copyright, patent law, trademark law, the law governing drawings and models etc.), on all EA's designs, drawings, documents, carriers with data or other information, quotes, pictures, drafts, models, maquettes, etc. EA retains the title to the aforementioned rights, regardless of whether EA paid for their production.

19.2 The intellectual absolute rights referred to in Article 19.1 cannot be copied, shown to third parties and/or made available or used in any other way without EA's written consent.

19.3 The other party undertakes to keep confidential any confidential information EA made available to the other party. Confidential information must in any case be interpreted to mean what this Article and Article 19.1 relate to, including our company details. The other party undertakes to impose in writing a strict duty of confidentiality on its staff and/or third parties involved in the execution of this agreement, in keeping with this provision.

CONTRACTING OF WORK

Article 20 TERM OF COMPLETION AND DELIVERY

20.1 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.

20.2 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.

20.3 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.

20.4 In the event we exceed the delivery period, EA will owe the other party compensation fixed at 50 Euros per workable working day, unless another amount is agreed.

20.5 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.

Article 21 INSPECTION AND APPROVAL

21.1 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 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.

21.2 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.

21.3 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.

21.4 The work is considered as approved if and insofar it is taken in use

21.5 Minor defects that can be repaired during the defects liability period cannot constitute a reason to withhold approval.

21.6 Unless agreed otherwise, the defects liability period is thirty days and becomes effective on the work being considered completed.

Article 22 LIABILITY AFTER COMPLETION

22.1 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.

22.2 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.

Article 23 SUSPENSION, TERMINATION OF INCOMPLETE WORK

23.1 The other party is authorised to suspend the execution of part or all of the work. Any measures that we need to take as a result of the suspension will be charged as additional work. We will charge the other party for any damage EA incurs as a result of the suspension.

23.2 EA will not be liable for any damage caused to the work during the period of suspension.

23.3 If the work is suspended for longer than one month, EA is allowed to terminate the work in incomplete condition. In that event, the other party is obliged to pay EA for the part that was already carried out.

Article 24 CONTRACT EXTRAS AND CONTRACT REDUCTION

24.1 Contract extras and contract reductions will in any case be settled: - in the event changes are made to the agreement, or to the conditions for executing the work; - in the event of deviations from the provisional sums; - in the event of deviations from the offsettable quantities; - in the event referred to in Article 24 clause 1.

24.2 Any changes will be agreed in writing. The absence of a written order does not prejudice EA's entitlement to offset contract extras and contract reductions.

Article 25 CONTRACTORS' ALL RISKS INSURANCE

25.1 Unless explicitly agreed to the contrary, the other party is obliged to take out Contractors' all risks (C.A.R.) insurance for the work, including insurance cover for EA. EA must be able to consult the terms and conditions of the policy on request at the other party's premises.

CONCLUDING PROVISIONS

Article 26 DISPUTE SETTLEMENT PROCEDURE

26.1 All agreements which these conditions wholly or partly apply to are governed by Dutch law, unless agreed to the contrary.

26.2 Any disputes arising from a contract wholly or partly governed by the current conditions, including disputes that are only considered as a dispute by one of the parties, or disputes arising from further agreements will be adjudicated by the competent judge of 's- Hertogenbosch, unless agreed otherwise.

Article 27 LANGUAGE

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

27.2 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.