

1. Definitions

Organizer is Navingo B.V. with registered address Jan van Galenstraat 56 in Schiedam (3115 JG).

Participation form is the document that describes and explains the agreement to participate. This is the agreement according to which the Organizer makes Stand Space available to the Participant and/or provides promotional opportunities and/or services under certain conditions for a specific period (hereinafter the "**Participation Agreement**") connected with the Event.

The Participant is the person or the legitimate representative of a company with whom the Organizer has concluded a Participation Agreement to participate in the Event.

Event is the event for which the Participation Agreement has been concluded. This concerns the virtual, online and physical aspects of the Event.

Stand Space means the exhibition area, expressed in square meters, available to the Participant.

Location is the physical location of the Event and is decided by the Organizer

Promotional opportunities and services are the opportunities offered by the Organizer to the Exhibitor, expressed in money, to draw attention to the Exhibitor's product, service or brand in ways other than through the Stand Space.

Participation Fee are the payment(s) that the Participant owes to the Organizer according to the Participation Agreement, the use of Stand Space and other agreed services, and for the general organizational services that are offered and will be offered by the Organizer, as described in the Participation Agreement.

Visitor is the person who, in one way or another, as a Visitor, Participant, Organizer, supplier or otherwise attends the Event. Physically or virtually. The Visitor must comply with the Admission Policy of the Organizer and of the operator of the Location. These policies are separately included in the general terms and conditions that apply to the Visitor.

These Terms and Conditions apply to the concluded **Participation Agreement**. Other conditions, including those of the Participant, are explicitly rejected.

2. Assignment of Stand Space

- The Stand Space is allocated by the Organizer on the basis of a floor plan that is made for this Event. Notwithstanding the foregoing, the Organizer reserves the right to change the floorplan and to assign Stand Space differently if this is in the interest of the Event, which is solely to the discretion of the Organizer.
- The Organizer reserves the right to change the Stand Space. The maximum building height is six meters. Construction of an additional floor on top of the stand is not permitted. The inner dimensions of the full-service stands are slightly smaller than the dimensions of the Stand Space.
- Request to change the Stand Space type by the Participant is possible up to 3 months before the Event. A change can involve either a change from "Full service" to "Space only" or vice versa with corresponding list prices. This request will only be granted if the Participant has made the request in writing and this request has subsequently been explicitly confirmed by the Organizer by e-mail.
- The Stand Space is only rented out for the entire duration of the Event.
- Participant will order event catering for Stand Space or other food and beverages via or in consultation with the catering at the Location. It is prohibited to supply food and beverage via other channels.
- The Participant is not permitted to engage in activities that, in the opinion of the Organizer, may cause damage to the Event, the Organizer or other Participants. The Participant will not perform disturbing music and/or show disturbing light images, at the discretion of the Organizer.
- By participating in the Event, all Participants recognize the Event guidelines as stated in the FAQ and/or exhibitor manual on the Event website and agree to adhere to this.
- Participant receives a number of stand personnel event tickets free of charge as part of Participation Fee. The number of tickets is related to the Stand Space and is stated in the Participant Form. Additional tickets can be purchased through the exhibitor portal.
- If the Participant does not use the Stand Space on the day(s) of the Event, the Organizer has the right to terminate the Participation Agreement with immediate effect. In that case, the Participant is liable for all damage suffered by the Organizer. This damage has been determined as the Participation Fee and the cost incurred by the Organizer on behalf of the Participant. All amounts already paid by the Participant are set at the amount still owed by the Participant.
- The obligation to compensate the Organizer for the (determined) damage remains in full force and effect in the event that the Organizer still rents out the Stand Space of the Participant in question to another party.
- The Participant is not permitted to allocate or sub-rent the Stand Space to third parties without the prior written permission of the Organizer. In case of violation of this clause, the Participant owes the Organizer a fine of €10,000,-, which must be complied with immediately.

3. Invoicing & Payment

- The Participation Fee must be paid upon receipt of the invoices from the Organizer. These invoices must be paid within 14 days of the invoice date, unless a different payment term has been agreed in writing. The Participant is not permitted to netting the amount owed to the Organizer for any amount that the Organizer owes the Participant. The Participant's failure to pay an invoice does not relieve the Participant of having to comply with the entered into Participation Agreement.
- The Organizer has the right to invoice as soon as it has received the Participant's Participation Form. Ratification of the Participation Agreement can take place by approval of the Participant's authorized person, via an agreement by e-mail, a signed proposal or accepting the offer on the online booking tool of the Organizer. With approving the offer on the online booking tool, the offer is accepted. Even if there is no signature on the Participation Form via the online booking module, the Participation Agreement will be deemed legally valid.
- The Stand Space for the Participant has the status confirmed as soon as the Participant has explicitly confirmed that it participates in the Event. If the Participant has not paid the received invoice within the agreed payment period, the Organizer has the right to cancel the agreement with the Participant and remove the Participant from the floorplan and sell this Stand Space to another possible participant.
- After the conclusion of the Participation Agreement, the first invoice will be charged to the Participant. This invoice will be 50% of the Participation Fee. The remaining 50% will be charged to the Participant no later than five months before the start of the Event and must be paid by the Participant no later than fourteen days after the invoice date, but in any case two working days before the start of the Event. The Participant and her stand personnel may be refused entry to the Event if the full Participation Fee has not been paid two working days before the start of the Event.
- If the Participation Agreement is concluded within zero to five months before the start of the Event, there is no first invoice and the full Participation Fee will be charged directly to the Participant. This invoice must be paid by the Participant within fourteen days or at least two working days before the Event starts.
- The Participant is liable for all cost due to the Organizer associated with his participation, regardless of whether these costs have been incurred by the Participant himself or on his behalf by third parties.
- If payment for any amount owed to the Organizer is not made within the payment period, the legally permitted interest will be charged to the Participant from the due date of any amount to be paid in accordance with Article 6:119a of the Dutch Civil Code. Collection costs will be charged to the Participant, with these costs recorded as 15% of the Participation Fee.
- The Organizer has the right to terminate the Participation Agreement with immediate effect by means of termination or dissolution if the Participant fails to pay (part of) the Participation Fee. Termination will be confirmed to the Participant in writing by the Organizer. In such cases, the Participant is liable for all damage suffered by the Organizer and obliged to pay all outstanding payments to the Organizer immediately after termination. The right to Stand Space will expire immediately after such writing. The damage has been determined as the Participation Fee and the costs incurred by the Organizer on behalf of the Participant. All amounts already paid by the Participant will be set off against the damage owed by the Participant. The Organizer is under no circumstances liable for the damage caused to the Participant as a result of the termination of the Participation Agreement.

4. Provision regarding Date and Duration of the Event

- The Organizer is entitled to change the planned dates for the Event, change the Location for the Event to a similar alternative, adjust the set-up of the Event or cancel the Event.
- Reasons for the aforementioned include insufficient interest, insufficient demand for representation, mutual disagreement within the industry concerned, measures taken by the competent authority and all circumstances that – after weighing the interests – can jeopardize the success of the event in the opinion of the Organizer.
- The Participation Agreement remains in full force and effect when taking measures by the Organizer as referred to in Article 4.a. The Participant is obliged to pay, in all cases, including as mentioned in Article 4.b, the Participation Fee as well as the costs incurred by the Organizer or the costs incurred on behalf of the Organizer at the request of the Participant in connection with the participation, to be paid in full.
- The Organizer shall not be liable for any damage whatsoever if the Organizer takes a decision as mentioned in 4.a. Nor does this give the Participant the right to dissolve the Participation Agreement and/or claim damages.
- If there is an occurrence of 'Force Majeure', sometimes referred to as 'an Act of God', being any shortcoming as a result of an occurrence beyond the control of the Organizer including but not limited to (measures to be taken by the authorities as a result of) an existing or new pandemic, then no voucher will be provided to Participant and no refund will be provided. Any compensation to Participant will be at the sole discretion of the Organizer. The fulfilment of this compensation by the Organizer will in any case be suspended until the date of the next edition of the Event, without any damage being claimed by the Participant.

5. Cancellation provisions for the Participant

- If the Participant cancels more than six months before the start of the Event, the Participant will owe a cancellation fee. This cancellation fee is 50% of the total Participation Fee and the cost incurred at his request by or on behalf of the Organizer in connection with his participation.
- If the Participant cancels within six months before the start of the Event, the Participant will owe a cancellation fee. This cancellation fee is 100% of the total Participation Fee and the cost incurred at his request by or on behalf of the Organizer in connection with his participation.
- Should the Participant be declared bankrupt or apply for suspension of payment at any time after the conclusion of the Participation Agreement, the Participation Agreement will be dissolved as a result of this event and the Participant is obliged to immediately pay the full amount of the agreed Participation Fee and all other cost incurred on his behalf, without prejudice to the promoter's right to charge cost, damages and interest.
- Cancellation or changes by the Participant will have to be communicated in writing to the Project Team of the Organizer.

6. Exceptional provisions for 2023 edition of Event regarding Covid-19

- The situation that Covid-19 entails, made that the Organizer has decided to make a temporary adjustment to these Terms and Conditions in order to achieve more lenient conditions for the Participant and Visitor.
- Given the novelty of the circumstance of a pandemic and its effect, this leniency will be explicitly stated. This temporary leniency will be applied to the 2023 edition of OECC. This means that certain articles in these Terms & Conditions will be adjusted for the edition 2023 of the Event.
- This leniency for the 2023 edition comprises the following amendments to the articles of these Terms & Conditions
 - Article 4c - In case the Organizer has to postpone the Event due to Covid-19 measures taken by the competent authorities, the Participant will receive a voucher of 80% of the Participation Fee at the price level of the next edition. No refund will be granted by Organizer. Participant must contribute 20% of the Participation Fee to the costs already incurred by the Organizer and the Participant will receive the Stand Space on the new dates of the Event.
In case the Organizer has to cancel the Event due to Covid-19 measures taken by the competent authorities, the Participant will receive a voucher of 80% of the Participation Fee at the price level of the next edition. No refund will be granted by Organizer. Participant must contribute 20% of the Participation Fee to the costs already incurred by the Organizer and the Participant will receive the Stand Space on the first following edition of the Event.

7. Liability

- The Organizer is not liable for damage, under any heading whatsoever, suffered directly or indirectly by the Participant, his staff or his Visitors, including loss of exploitation and loss as a result of theft, destruction or by any other cause if this loss is caused by third parties.
- The Organizer is never liable for indirect damage or damage resulting from participation. This includes loss of profit or turnover, whatever the cause of this damage.
- The Participant indemnifies the Organizer from claims by third parties for loss, under whatever heading, caused by the Participant himself, his staff or his Visitors.
- The Participant will take out appropriate insurance at his own expense for the duration of the Event (i.e. fire, household and liability insurance and insurance against theft).

8. Applicable law

- The agreement between the Organizer, the Participant or the Visitor, including these General Terms and Conditions, is governed by Dutch law.
- All disputes arising out of or in connection with the Participation Agreement between the Organizer, the Participant or the Visitor must be brought exclusively before the competent court of the Rotterdam court in The Netherlands.

Date last version: November 2022