

GENERAL RULES

These General Rules apply to participation in fairs, exhibitions and other events organised by or in co-operation with Amsterdam RAI.

ARTICLE 1 – DEFINITIONS

In these Rules and Regulations for Participation, the terms listed below have the following meaning, unless other written agreements have been made in that respect. Terms in the singular include the plural and vice versa, in so far as the text so requires.

- 1.1 **General Rules:** these General Rules for participation in fairs and exhibitions organised by Amsterdam RAI.
- 1.2 **Amsterdam RAI:** Amsterdam RAI B.V., a private limited liability company, Division RAI Exhibitions, maintaining a place of business at Europaplein 8, 1078 GZ, Amsterdam.
- 1.3 **Participant:** any natural person who or legal entity that has registered as a participant in the exhibition by means of a registration form and with whom or with which the Organisers have entered into an agreement.
- 1.4 **Conditions of Participation:** the specific written conditions applied per Exhibition under the same name, including these General Rules, the Exhibitors Manual, and other provisions and conditions, including but not limited to the general conditions RAI ICT services.
- 1.5 **Event:** a fair, exhibition or other event to be put on by or in co-operation with Amsterdam RAI, whether or not in the exhibition and conference centre operated in Amsterdam by Amsterdam RAI.
- 1.6 **Organisers:** Amsterdam RAI, whether or not under the auspices of or in co-operation with one or more natural persons or legal entities.
- 1.7 **Reservation Value:** the Stand Rental due in accordance with the registration form completed by the Participant and sent to the Organisers or in accordance with the number of square meters of stand space allocated by the Organisers, as well as the stand construction ordered via that registration, all of this increased by the applicable VAT.
- 1.8 **Exhibition Building:** the exhibition and conference centre in Amsterdam operated by Amsterdam RAI itself, or other accommodation made available to Amsterdam RAI.

ARTICLE 2 – RESERVATION DUE TO CHANGES

- 2.1 The Organisers at all times reserve the right due to special circumstances beyond their control (*force majeure* in the broadest sense of the word, including but not limited to fire, a national disaster, riots, strikes, war and terrorism), or if the organisation of the Event so requires (including but not limited to a considerably larger or a considerably smaller number of registrations for participation than the Organisers had foreseen or could reasonably have foreseen), to change the dates and times of the Event specified in the Conditions of Participation, the stand size allocated to the Participant, and the stand type and/or its location, or to cancel the Event, without the Participant in that case being entitled to claim compensation from the Organisers of any loss, regardless of the type or cause of such loss and regardless of whether the Participants have been informed yet of the stand space allocated to them.
- 2.2 Any change in the dates, times and location as referred to in Article 2.1 will not entitle the Participant to cancel its registration in full or in part.

- 2.3 If the Event is cancelled, the registration and any stand space already allocated will be regarded as having lapsed and the payments made by the Participant with regard to the stand rental will be refunded, after deduction of the costs already incurred in the organisation of the Event, which may be divided over the Participants in full or in part, pro rata to the stand space for which they registered or that was allocated to them. Such refund will take place within 60 (sixty) days after the Organisers decide to cancel the Event.

ARTICLE 3 – ADMISSION PRICES AND ADMISSION TICKETS

- 3.1 The Organisers may fix a basic admission price for the Event, which in that case will be specified in the Conditions of Participation.
- 3.2 The Participants in the Event will be provided free of charge with a number of participant cards, which will provide continuous admission to the Event. The Organisers will decide on the number of participant cards that will be issued.
- 3.3 The participant cards referred to in Article 3.2 will be strictly personal and may be applied for and made available only to persons who belong to the Participant's business or organisation, or third parties engaged by the Participant.
- 3.4 Other personal continuous admission tickets will be available against payment of a price yet to be determined by the Organisers. The Organisers may provide that the participant cards and/or other 'continuous' admission tickets must bear a photograph of the holder with a good likeness.

ARTICLE 4 – EXHIBITION PROGRAMME AND PARTICIPANTS

- 4.1 The goods and services described in the Conditions of Participation may be exhibited at the Event. Without owing any damages in that respect and without having to state any reasons, the Organisers have the right to refuse or to immediately remove or cause the removal from the Event of any goods and services:
- 4.1.1 that they do not deem acceptable pursuant to the Conditions of Participation;
 - 4.1.2 that are not listed in the registration form;
 - 4.1.3 that conflict with any provision of these General Rules or of the Conditions of Participation; or
 - 4.1.4 that are presented or that are used contrary to statutory provisions, including safety, environmental and *ARBO* (working conditions) regulations, or that may be regarded as unsound;
- also if such goods and services are listed in the registration form referred to in Article 5. The costs involved will be for the Participant's account.
- 4.2 The goods and services listed in the Conditions of Participation may be exhibited and offered, respectively, by companies, organisations or institutions to be specified in the Conditions of Participation. Priority will be given in this respect to:
- 4.2.1 members of fellow organising associations/organisations, provided that the membership is available on equal terms to companies from all EU Member States;
 - 4.2.2 non-members in the following order:
 - 4.2.2.1 manufacturers;
 - 4.2.2.2 importers to which the manufacturers have issued a mandate;
 - 4.2.2.3 wholesalers to which manufacturers have issued a mandate;
 - 4.2.2.4 importers and wholesalers that do not have a mandate but that will be presenting new products, not previously exhibited;

- 4.2.2.5 importers and wholesalers that will be presenting previously exhibited products;
 - 4.2.2.6 importers and wholesalers that will be presenting previously exhibited products and to which manufacturers have issued a secondary mandate;
 - 4.2.2.7 other companies, organisations and institutions.
- 4.3 Registrations that cannot immediately be honoured due to lack of space will be placed on a waiting list in the order of receipt. A decision will be made on those registrations if possible before the opening of the Event, on the basis of the number of available places, the order specified in Article 4.2 and, finally, the date of receipt of the registration. In the same manner a decision will be made on the allocation of places later released due to cancellation.

ARTICLE 5 – REGISTRATION

- 5.1 The registration for participation in the Event must take place by means of a registration form made available to the Participant (in print or digitally). Those registration forms must have been completed IN DUPLICATE and in full and sent to the Organisers before the date specified in the Conditions of Participation.
- 5.2 A Participant may not unilaterally withdraw or change a registration. If a Participant wishes to cancel a registration already made, it must send a written request to that effect by registered post to the Organisers. The Organisers may grant a request for cancellation of the registration subject in any event to the condition then to be imposed that the Participant pay the following cancellation fee upon cancellation (and upon acceptance of such cancellation by the Organisers):
- 5.2.1 upon cancellation more than 181 days before the first day of construction, 10% of the Reservation Value will be due;
 - 5.2.2 upon cancellation less than 182 days but more than 91 days before the first day of construction, 25% of the Reservation Value will be due;
 - 5.2.3 upon cancellation less than 92 days but more than 61 days before the first day of construction, 50% of the Reservation Value will be due;
 - 5.2.4 upon cancellation less than 62 days but more than 31 days before the first day of construction, 75% of the Reservation Value will be due;
 - 5.2.5 upon cancellation less than 32 days but more than 15 days before the first day of construction, 100% of the Reservation Value will be due;
 - 5.2.6 upon cancellation less than 16 days before the first day of construction, 120% of the Reservation Value will be due,
- or such higher amount as is due in the Organisers' opinion as compensation for the costs incurred and yet to be incurred as a result of the cancellation. The VAT due will be charged on the cancellation fee.
- The stand rental referred to in this Article and in Article 6 will be calculated on the number of square metres of stand space in the registration, or the number of square metres of stand space allocated by the Organisers. In the event of cancellation for any reason whatsoever, the Participant will at all times forfeit the registration fee, increased by the VAT due.
- 5.3 In special circumstances, at the Organisers' discretion, including but not limited to (i) a realistic fear of disturbances of the peace or other imminent danger to persons and/or damage to goods located within the building and/or damage to the building itself, (ii) in the interest of the Event as a meeting place for demand and supply, (iii) for organisational reasons (including but not limited to a request or order from supervising authorities such as the fire brigade) and (iv) in the interest of a broader supply of Participants, if the total number of registrations for stand space exceeds

the space available, or in the event of overrepresentation of certain sectors or suppliers, or for other reasons, the Organisers may (A) refuse to accept a registration, (B) allocate less stand space than applied for in the registration, (C) reject a registration, (D) change stand space already allocated, (E) withdraw an allocation made, (F) refuse access to the Event, (G) and/or dissolve the participation agreement, without the Participant being entitled to any damages. The aforesaid special circumstances will also be deemed to exist if the reputation of the Participant or of the products and/or services to be exhibited by the Participant are not or no longer impeccable or of perfect quality, as a result of which the reputation of the Event or of the Organisers would be or could be damaged. This will in any event be deemed to be the case in the event of bankruptcy, a petition in bankruptcy, and/or a suspension of payments of the Participant and/or a company affiliated with it and/or a suspension of payments or criminal prosecution of the aforesaid natural persons or legal entities. The Organisers must inform the Participant accordingly, stating the reasons, and will make the aforesaid changes in so far as possible in consultation with the Participant.

- 5.4 Upon registering the Participant must present a list of the products or services that it plans to exhibit. All of the information requested in the registration form must be provided in all cases.
- 5.5 The Organisers will determine the location and size of the stand space for each Participant. The stand space will be allocated as soon as possible and will be binding on the Participant, in terms of both the size and the location in the Exhibition Building.

ARTICLE 6 – PAYMENT OBLIGATIONS

- 6.1 For each square metre for which a Participant is registered or that is allocated to it, the Participant will owe the registration fee specified in the Conditions of Participation and the stand rental or Participant's contribution and, if applicable, stand construction and any other amounts specified in the Conditions of Participation. In calculating the stand rental, part of a square metre will be regarded as a full square metre.
- 6.2 Payment of the registration fee must be made before or on the due date of the invoice in question. Payment of the stand rental must be made in two instalments, *i.e.*:
 - 6.2.1 25% of the stand rental in relation to the square metres of stand space after receipt of the invoice in question;
 - 6.2.2 100% of the stand rental, including the first instalment as described in Article 6.2.1, after receipt of the invoice,unless otherwise provided in the Conditions of Participation. If the (final) invoice is dated less than 30 days before the first day of construction of the Event, the stand rental and/or any other contributions due as referred to in Article 6.1, increased by VAT, must have been received by the Organisers by return, but in any event not later than four full workdays before the first day of construction of the Event.
- 6.3 If a Participant has not paid the amounts due by it within the terms stipulated for such payments, the Organisers will have the right not to allocate any stand space to the Participant, to withdraw stand space already allocated or not to make available any stand space, without prejudice to the Organisers' right to full payment of such amounts. In that case the Participant cannot claim a refund of any amounts already paid, unless the first instalment of the stand rental due exceeds the total amount payable with regard to the stand space allocated.
- 6.4 The costs of stand construction and layout, of the installation in the stands of electrical wiring, connections for gas, water, water discharge, electricity, telephone and other data communication connections, as well as the user charges for gas, water, electricity, telephone and data communication, and all other additional costs will be for the Participant's account,

unless expressly otherwise provided in the Conditions of Participation. Such costs must be paid by the Participant within 21 days after the date of the invoice in question.

ARTICLE 7 – CONSTRUCTION

- 7.1 The Exhibition Building will be available for the construction and layout of the stand and for the delivery of goods during a period or periods specified in the Conditions of Participation. Outside that period or those periods work on the stand and the delivery of goods will not be permitted, unless other agreements have been expressly made in writing on that point between the Participant and the Organisers' personnel in charge. If a Participant has not claimed the stand space allocated to it 48 hours before the time at which the Event will be opened to visitors, and/or it has already been established at an earlier time that the Participant will not claim the space allocated to it and/or has not timely fulfilled its payment obligations with regard to the Event, the Organisers may dispose of that space without any further warning or notice of default, without the Organisers being required to refund any payments already received, and without prejudice to the Participant's obligation to pay any amounts due.

ARTICLE 8 – DISASSEMBLY; GUIDELINES AND REGULATIONS

- 8.1 During a period specified in the Conditions of Participation, the Participant will be given the opportunity to remove the goods from the stand and to disassemble the stand in the Exhibition Building.
- 8.2 The Participant's goods and any stand components that are still present in the Exhibition Building or on its grounds after the period or periods referred to in Article 8.1 may be stored for the account and risk of the Participant in question.
- 8.3 The Participant will be required to leave behind the stand space allocated to it after the end of the Event in the same condition as that in which it was made available to it before the start of the construction period referred to in Article 7. The Participant will be required to sort its stand waste in accordance with the regulations set out in the Digital Participants' Handbook and to remove it or have it removed, including the prescribed hire of containers, if applicable. If the Participant fails to fulfil its obligations in this respect, the Organisers will have the right to remove or cause the removal of such waste for the Participant's account in accordance with the regulations.
- 8.4 If the Participant has failed to fulfil its obligations towards the Organisers with regard to the Event, the Organisers may:
- 8.4.1 in order to ensure that those obligations will be fulfilled after all, and without any judicial intervention being required, keep the goods located in the Exhibition Building belonging to the negligent Participant or to third parties engaged by the Participant, or have the same stored for the Participant's account and risk;
 - 8.4.2 assign the collection of the amounts payable by the Participant, and charge the out-of-court costs in accordance with the collection rate of the Dutch Bar Association, for the Participant's account, subject to a minimum of EUR 250.00 to be increased by VAT;
 - 8.4.3 charge the statutory interest on the amounts due as from the due date of the invoice in question;
- without prejudice to the Participant's obligation to compensate any and all damage arising for the Organisers.

ARTICLE 9 – EXHIBITORS MANUAL AND REGULATIONS

- 9.1 The Participant is required to strictly observe the instructions and regulations to be imposed by the Organisers in the Exhibitors Manual (of which the technical regulations form a part) with regard to stand construction, layout and disassembly. The Exhibitors Manual will be brought to the Participants' attention no later than at the same time as the allocation of the stand space.
- 9.2 A design of the stand in the form of a clear drawing to scale, in duplicate, or on the basis of a scale model, accompanied by a single drawing to scale, must have been submitted to the Organisers timely after the allocation of the stand space, but not later than a time specified in the Exhibitors Manual;
- 9.3 The Participant will be required to strictly observe the instructions given by or on behalf of the Organisers, the municipality, the fire brigade and other authorities with regard to the construction, layout, safety, maintenance and disassembly of the stand occupied by it. The Organisers reserve the right to give the Participant mandatory instructions with regard to the performance of the work in or on and the use of the Exhibition Building and its grounds, in so far as that is desirable in the opinion of the Organisers for a successful course of the Event.
- 9.4 The Participant will be required to timely commence the construction and disassembly of the stand occupied by it, in such time that the terms stipulated for that purpose in the Conditions of Participation are not exceeded.
- 9.5 Unless otherwise stated in writing by the Organisers, the aisles must be kept entirely free during the construction, disassembly and Event days. The Organisers will be entitled to clear the aisles and keep them clear for the Participant's account.
- 9.6 If instructions given by or on behalf of the Organisers and/or the authorities specified in Article 9.3 are not followed, measures may be taken by or on behalf of the Organisers that are deemed necessary, for the Participant's account.

ARTICLE 10 – SPECIAL PROVISIONS

Without prior written permission given by or on behalf of the Organisers, the Participant may not:

- 10.1 keep the stand occupied by it closed or unstaffed during the time in which the Event is open to visitors, cover the exhibited goods or part thereof, or indicate that those goods have been sold;
- 10.2 exhibit, offer or advertise goods and services that are not named in the registration form, or have been refused or removed in accordance with Article 4.1;
- 10.3 sell goods during the Event while handing over the goods purchased, or in any way accept money for goods sold or offered for sale or services rendered;
- 10.4 before or during the Event publicise 'fair discounts' and/or special fair offers, by any name whatsoever, in any way whatsoever, for instance in advertisements, printed matter, announcements and the like;
- 10.5 exchange or cause the exchange of parts and accessories of exhibited goods within the Exhibition Building or on its grounds;
- 10.6 during the term of the Event remove exhibited goods from the stand occupied by it;
- 10.7 erect platforms or other elevations on the stand occupied by it, construct closed areas there, such as offices, or provide them with platforms or other covering;
- 10.8 place or install exhibited goods and/or advertisements of any nature whatsoever outside or above the stand space occupied by it;
- 10.9 use the partitions of the adjacent stands;
- 10.10 use flowing, sprayed and/or atomised liquids at or in the vicinity of the stands during the exhibition; such liquids may occur, for example, in stand-alone air-conditioning systems, fountains, high-pressure cleaning systems, humidifiers, shower equipment, saunas and/or

- whirlpools. Application for consent, including a clear description of the use of these liquids, should be submitted timely and in writing to the Organisers;
- 10.11 have any flammable or explosive substances, gases and hazardous goods (including chemical pesticides and insecticides), foul-smelling substances or radioactive sources within the Exhibition Building or on its grounds and/or have any open fires;
 - 10.12 bring food and/or drinks, of any nature whatsoever, within the Exhibition Building, or cause the same to be done, and/or keep the same in stock, unless they were purchased from Amsterdam RAI Catering in case the Event takes place in Amsterdam and from the official caterer of the Exhibit Facility in all other circumstances; sell consumptions and/or stimulants within the Exhibition Building or on its grounds; provide food and/or drinks free of charge within the Exhibition Building or on its grounds, unless such food and/or drinks are provided at the Participant's stand and were purchased from Amsterdam RAI Catering in case the Event takes place in Amsterdam and from the official caterer of the Exhibit Facility in all other circumstances. The Participant will observe the Dutch Code of Conduct on Alcoholic Drinks if the Event is located in the Netherlands;
 - 10.13 project images, amplify speech by means of loudspeakers, and play music and/or make sounds that reach the limit of 80 decibels, all of this in so far as it may cause nuisance in the Organisers' opinion. In order to avoid any inconvenience, live music and live entertainment are not allowed without the prior written approval of the Organisers;
 - 10.14 organise lotteries, hold competitions, act as a hawker, or advertise goods and services that have not been admitted to the Event, or for companies or institutions that do not have stand space at the Event. In the event of lotteries and competitions, the Participant must in any event itself arrange for the necessary permits and permissions and must strictly observe the applicable statutory and other regulations;
 - 10.15 organise surveys among visitors to and Participants in the Event, or cause the same to be done, within the Exhibition Building or on its grounds.

ARTICLE 11 – MANDATORY PROVISIONS

The Participants may not:

- 11.1 sublet or surrender the stand space occupied by it in full or in part to third parties, or exchange it with another Participant;
- 11.2 develop activities that, in the Organisers' opinion, cause damage to or harm the Event as a collective manifestation, also if such activities are not directed against the Event as such, but focus on one or more Participants or groups of Participants; all of this in so far as these activities cannot be regarded as customary in competitive relationships;
- 11.3 exhibit, offer or advertise used, 'dump' or 'rebuilt' goods;
- 11.4 have present any goods that, in the Organisers' opinion, cause nuisance due to their unpleasant smell or in any other manner, or operate, have or hold annoying sound-producing or light-emitting devices;
- 11.5 make changes to the Exhibition Building, for instance, by sticking, painting, hacking, breaking, drilling, nailing or otherwise damaging floors, walls, ceilings, columns and the like;
- 11.6 attach posters or other advertising material in or outside the stand occupied by it to columns, walls, partitions, ceilings, rafters, etc. of the Exhibition Building;
- 11.7 distribute price lists, circulars, etc. in and around the Exhibition Building, or otherwise advertise or draw attention to the company, business activities or products, anywhere other than in the stand occupied by it or on the fixed advertising carriers available for that purpose, operated by third parties;

- 11.8 distribute advertising material that does not or does not directly relate to goods and services exhibited by it and admitted to the Event, and distribute advertising material of any nature whatsoever, in so far as it may cause hinder or damage in the Organisers' opinion, both within the Exhibition Building and in its immediate vicinity;
- 11.9 place or use name or trademark references and the like that may be misleading or unpleasant for Participants in other stands or for visitors to the Event;
- 11.10 exhibit goods or advertise goods at the Event with trademark references on the goods themselves or on their packaging which trademark references conflict with or wrongly give the impression that goods are involved that at the same time are being marketed in the Netherlands under a trademark that, in the Organisers' opinion, has the oldest trademark name;
- 11.11 make such use of the stand occupied by it or perform such acts as, in the Organisers' opinion, may give rise in a disrupting manner to music, noise, obstruction of access, the incidence of light or the view, and/or may give rise to hindrance, danger or damage or a situation equal to unfair competition.

ARTICLE 12 – CATALOGUE

A catalogue may be published and/or an Internet site may be set up by or on behalf of the Organisers, built up of the statements made by the Participants in a form separately made available to them. The Participant will be required to provide those statements before a date made known to it in the Conditions of Participation. The Organisers and the editors appointed by them will not be liable for any errors, defect or omissions in the catalogue and/or on the Internet site, except in the case of wilful misconduct or gross negligence on the part of those parties.

ARTICLE 13 – RISK AND LIABILITY

- 13.1 Goods, including packaging, will be present in the Exhibition Building or on its grounds for the Participant's account and risk. The Organisers will not be required to insure the goods referred to in the preceding sentence.
- 13.2 The Organisers, Amsterdam RAI, their directors, representatives and personnel will not be liable for any damage, of any nature whatsoever, resulting from damage or loss of goods, or for damage resulting from the non-functioning or inadequate functioning of technical installations of the Exhibition Building or Conference Centre or from any other defects in the building or its grounds, nor for damage inflicted by any cause whatsoever on goods or persons, except in the case of wilful misconduct or gross negligence on the part of the Organisers.
- 13.3 The Participant will be liable for and must take out adequate insurance against any and all damage of any nature whatsoever that is caused due to actions or omissions of the Participant itself, its personnel, persons who work for it or on its instructions in any way whatsoever, and holders of participant cards issued by it and/or continuous admission tickets, or in any way whatsoever by its exhibits, to goods of and/or persons employed at the Organisers.
- 13.4 The Participant must indemnify the Organisers against any and all claims that third parties may file against the Organisers in connection with its actions or omissions.

ARTICLE 14 – INSTRUCTIONS GIVEN BY THE ORGANISERS

The Organisers will have the right, without any judicial intervention, to take one or more of the following measures, if necessary for the Participant's account, against a Participant, its personnel, persons who work for it or on its instructions, and holders of participant cards and/or continuous admission tickets issued by it, who act contrary to any provision of these General Rules or the Conditions of Participation or who fail to follow an instruction given by or on behalf of the Organisers:

- 14.1 withdraw the participant cards and/or (continuous) admission tickets issued to him or her and immediately bar the person or persons in question from the Event and/or the Exhibit Building with immediate effect;
- 14.2 close its stand or vacate it in full or in part, or have the same done, and dispose of the space thus released or unoccupied;
- 14.3 keep and store the exhibited products, and anything constructed or installed by the Participant, all of this for the Participant's account and risk, without it being entitled to claim any refund of amounts already paid or compensation of loss incurred in any form whatsoever or from any cause whatsoever, and without prejudice to the obligations undertaken by it towards the Organisers;
- 14.4 exclude the Participant in question from participation in any other exhibitions to be organised;
- 14.5 charge the Participant the applicable admission prices, whether or not increased by a fine in the amount of 100% of the aforesaid prices.

ARTICLE 15 – CHOICE OF LAW AND FORUM

The District Court of Amsterdam, the Netherlands, will be exclusively competent to hear any and all disputes that may arise in connection with or in the performance of these General Rules and Conditions of Participation. For any notices and the like that the Organisers may wish to give in connection with the performance of these General Rules, the Participants elect permanent domicile at the office of Amsterdam RAI, office address: Europaplein, Amsterdam.

ARTICLE 16 – FINAL PROVISION

The Organisers will decide in all cases for which these General Rules, the Conditions of Participation and the Exhibitors Manual do not provide or are deemed unclear.

The Dutch text of these General Rules is legally binding.

These General Rules for participation in fairs, exhibitions and other Events organised by or in co-operation with Amsterdam RAI B.V. have been registered with the Chamber of Commerce and Industry in Amsterdam.

Amsterdam, 28 February 2006