

General Terms and Conditions Adexpo BV

Article 1: Definitions

- 1.1 In these Terms and Conditions is intended by the following terms:
- 'Terms and Conditions': the present terms and conditions;
 - 'ADEXPO BV': Lessor of design furniture to fairs, events, and organisations, with registered seat in Roosendaal The Netherlands, in the following to be referred to as *Adexpo*;
 - 'Event': a fair, exhibition, conference, event, or other form of Live Communication;
 - 'IP-rights': rights to intellectual creations, such as copyrights, brand rights, model rights, trade-name rights, databank rights, and patent rights;
 - 'Assignment': assignment that *Adexpo* must carry out pursuant to the Agreement for Client, also including the provision of services and matters upon sale and/or lease;
 - 'Client': every natural or legal person that enters into contact with *Adexpo* in connection with an Agreement that may be concluded or that has concluded an Agreement with *Adexpo*;
 - 'Agreement': agreement between *Adexpo* and the Client on grounds of which *Adexpo* carries out an Assignment by order of Client;
 - 'Party': *Adexpo* or Client individually;
 - 'Parties': *Adexpo* and Client jointly;
 - 'Written': in writing or by e-mail.

Article 2: General

- 2.1 The Terms and Conditions are applicable to all offers, quotations, and Agreements, as well as to all other legal relationships between Parties in this context.
- 2.2 Any possible derogations from or additions to the Terms and Conditions are only valid if expressly established in Writing by Parties. The established derogations or additions only apply once. If at a later time a different Agreement is adopted between Parties, then the underlying version of the Terms and Conditions applies.
- 2.3 If a provision from the Terms and Conditions is void, is annulled, or no appeal can be made to it by Parties on other grounds, then *Adexpo* has the right to replace this provision by a provision that is valid and enforceable, whereby the purpose and tenor of the original provision is observed as much as possible. The other provisions will remain fully effective in such case.
- 2.4 If a discrepancy were to turn out to exist between the content of the various language versions of these Terms and Conditions, the text of the Dutch version will prevail over the translated versions.

Article 3: Quotations, adoption Agreement and obligations Client

- 3.1 Unless the quotation states otherwise, all quotations have a term of validity of 30 (thirty) days.
- 3.2 Quotations are issued in Writing.
- 3.3 The Agreement is only adopted if the quotation is accepted in Writing within the term indicated in article 3.1 and this acceptance has reached *Adexpo*

- within the term indicated in 3.1.
- 3.4 If reservations and/or modifications with respect to the quotation originally issued by *Adexpo* are applied in the acceptance, then the Agreement in derogation to what is established in section 3 of this article is only adopted at the moment that *Adexpo* has notified Client in Writing to agree with these reservations and/or derogations.
- 3.5 Such additional arrangements or modifications as may have been made later on, as well as (verbal) commitments by and/or arrangements with subordinates and/or employees of *Adexpo*, only bind *Adexpo* after and to the extent they have been confirmed by *Adexpo* in Writing.
- 3.6 Client makes sure that *Adexpo* is timely provided with all useful and necessary information, documents, and data that *Adexpo* needs for the implementation of the Assignment. Client is liable for the damage that *Adexpo* incurs and for all additional costs that *Adexpo* must and/or has had to incur as a result of not timely having available the information indicated above.
- 3.7 *Adexpo* is never liable for shortcomings in the provision of services that are the result of incorrect or incomplete information deriving from Client. Client is liable for the damage that flows from the fact that the information provided by Client to *Adexpo* is incorrect or incomplete. Client safeguards *Adexpo* against any third-party claims with regard to the use of drawings, calculations, estimates and other data provided by or on behalf of Client.

Article 4: Cancellation or modification

- 4.1 Unless parties have established otherwise in writing, it applies: in case of the total or partial cancellation of an Agreement by Client until 10 calendar days prior to the delivery date submitted by *Adexpo*, *Adexpo* is entitled to bill 30% of:
- the total established contract value in case of complete cancellation; or
 - the part of the contract value that regards the part of the Agreement that is cancelled;
- to Client, increased by the costs that have already been incurred in the context of the implementation of (the cancelled part of) the Agreement.
- 4.2 If Client cancels the Agreement completely or in part within 10 calendar days before the delivery date submitted by *Adexpo*, then Client remains obliged to pay the entire contract value.
- 4.3 If an Agreement is modified upon request of Client and in mutual consultation, then *Adexpo* has the right to bill the additional costs caused by this modification to Client. The delivery time originally established will in case of modification no longer be effective.
- 4.4 *Adexpo* can exclusively cancel a quotation or an Agreement if they communicate the intended cancellation no later than within 30 (thirty) calendar days after the date on which the quotation was issued, or within 8 (eight) days after the date on which the Agreement is adopted, to Client in Writing.
- 4.5 In case of partial cancellation, the quotation or

Agreement remains otherwise intact.

Article 5: Prices

- 5.1 The prices for the Assignment are the prices as indicated in the quotation, unless circumstances occur after the adoption of the Agreement but prior to the implementation of the Assignment that lead to a modification of the prices.
- 5.2 Unless stated otherwise in Writing, the prices of *Adexpo* are:
- based on the amounts of purchase prices, freight costs, insurance fees, and other costs that are effective at the time of issue of the quotation;
 - all costs that third parties bill to *Adexpo* after the start of the Assignment and in the context of the Assignment, are borne by Client;
 - exclusive of VAT and the import and export duties, other taxes and duties nationally and internationally implemented at that time;
 - listed in Euros. Any possible exchange rate changes are passed on.
- 5.3 Price lists are composed with care. *Adexpo* is authorised, however, to change prices after adoption of the agreement as a result of errors in the price list.
- 5.4 In case of quotations, there is no obligation of delivery of a part of the total performance against the amount indicated in the quotation for this part or against a proportional part of the price submitted for the whole.

Article 6: Delivery general

- 6.1 Delivery of the established services and matters commences at the time indicated in the quotation or in the Written confirmation as mentioned in article 3.4 of these Terms and Conditions.
- 6.2 The delivery times submitted by *Adexpo* are not strict time limits. The delivery times submitted by *Adexpo* are based on the working conditions effective at the time of sending of the quotation or the confirmation as mentioned in article 3.4 of these Terms and Conditions. If a delay occurs outside the fault of *Adexpo*, the delivery time is extended to the extent necessary. The delivery time is also extended if the delay on the part of *Adexpo* has arisen as a result of non-compliance by Client with any obligation flowing from the Agreement for Client or with collaboration to be demanded of the Client.
- 6.3 If delivery cannot take place in the established manner due to causes that can be blamed on Client, then *Adexpo* has the right to bill the concomitant costs to Client.
- 6.4 It is permitted to *Adexpo* to let delivery occur in batches.
- 6.5 The client must guarantee that the established place of delivery or pick-up for return is easily accessible, free from obstacles, dry, and clean. In case the delivery or the pick-up for return results in delays or is even rendered impossible because the client is negligent in the matter, then the additional costs that are caused as a result will have to be refunded by him. The quoted price is based on delivery on grounds floor and suitability of the floor for pallets, (electrical) pump trucks, and furniture transport

carts. If delivery on ground floor is not possible and/or the floor is not suitable for pallets, (electrical) pump trucks, and furniture transport carts, then *Adexpo* has the right to bill additional costs due to extra work during delivery.

Article 7: Delivery and Right of complaint

- 7.1 Client is obliged to be present during delivery in order to control and approve the delivery. *Adexpo* informs Client verbally or in Writing when expect that the Assignment will be carried out completely, so that the delivery can be controlled.
- 7.2 Complaints must be reported to *Adexpo* immediately upon delivery. If the complaint is considered legitimate, *Adexpo* will make a suitable proposal within a reasonable term that is proportionate to the complaint.
- 7.3 *Adexpo* delivers sound commercial quality. Without prejudice to the limitations mentioned in these conditions, *Adexpo* guarantees the soundness of the matters delivered by him, on condition all his instructions with regard to the use of the matters have been strictly observed and followed.
- 7.4 Due to different production dates at suppliers, some colour differences or deviations in dimensioning may occur. *Adexpo* will exert themselves at all times to prevent this but cannot be held responsible for slight deviations with regard to the criteria mentioned before. The aforementioned deviations do not relieve Client of the obligation to purchase.
- 7.5 If the delivered matters do not correspond with the agreement, then *Adexpo* at their option provide a guarantee in the sense that they are only held to restore or replace the delivered matter, or to still deliver missing matters.
- 7.6 If a defect to the delivered matters occurs during the rental period, then *Adexpo* will exert itself to restore this defect, though only to the extent this can reasonably be demanded of him and the defect has arisen outside the fault of *Adexpo*.
- 7.7 Return shipping for the purpose of replacement or restoral of the rented goods occurs at the expense and risk of the client and always after permission of *Adexpo* only.
- 7.8 Complaints about invoices must be submitted within 8 days after receipt of the invoice in writing. If the client has not filed complaint within the term indicated above and/or he has not given the opportunity to *Adexpo* to restore the defects, the right of complaint lapses.
- 7.9 The Assignment is considered fulfilled and as accepted by Client if Client fails to be present upon the announced delivery or if no complaint is made during the delivery.

Article 8: Property

- 8.1 Unless established otherwise in Writing, the matters delivered and/or made available in the context of the implementation of the Assignment remain the property of *Adexpo* after delivery.
- 8.2 If Parties have established that the matters delivered in the context of the Assignment will be transferred in property to Client, then the transfer of property

occurs at the moment that Client has fully complied with his (payment) obligations from the Agreement and all claims that flow from non-compliance with Agreement, also including the resulting damage, interest, and costs.

- 8.3 During the period as intended in section 2 of this article, it is prohibited to Client to dispose of the delivered matters, to pawn them, or to otherwise encumber, let, loan, or bring them outside of his powers in any other manner, barring in the context of his normal business operations. Client is obligated to keep the delivered matters with due diligence and as the recognizable property of *Adexpo*.
- 8.4 *Adexpo* has the right to immediately (let) recover the delivered matters from the place where they are located, if Client falls short in complying with his obligations as intended in section 2 of this article. Client will render all assistance to such effect and authorises *Adexpo* irrevocably to enter all areas where the property of *Adexpo* is located. All costs associated with the recovery of those matters is borne by Client. *Adexpo* also has the right to claim any possible damage to matters from Client or to bill any possible reduction of value of matters to Client.
- 8.5 If third parties assert rights to matters delivered by *Adexpo* under retention of title, or Client knows that third parties have the intention to assert their rights to the aforementioned matters, then Client will immediately inform *Adexpo* accordingly in Writing. Client is also obligated to inform the levier of an attachment or third parties in Writing that relevant products are the property of *Adexpo* and provide *Adexpo* with a copy thereof.

Article 9: Invoicing and payment

- 9.1 Unless established otherwise in Writing, payment occurs within 14 (fourteen) days after invoice date.
- 9.2 *Adexpo* has the right to demand total or partial payment in advance of the established price from Client. The payment of this advance must occur within the payment term indicated on the invoice. For as long as the advance payment requested has not been carried out, *Adexpo* is not obliged to (further) implement the Agreement.
- 9.3 Payment occurs without discounts or setoffs, unless a counterclaim is expressly acknowledged by *Adexpo*, or it has been irrevocably established judicially.
- 9.4 In case of non-timely compliance with the payment obligation as mentioned in sections 1 and 2 of this article, Client falls into default legally. *Adexpo* has the right in such case to suspend their obligations from the Agreement or to rescind the Agreement completely or in part. *Adexpo* has the right in addition, without any further announcement or default notice, to bill an interest of 9% per year on the payable amount over the period during which Client is in default, unless the statutory (commercial) interest rate is higher, in which case that rate applies. A part of a month is thereby counted as an entire month.
- 9.5 The claim of *Adexpo* for payment by Client is immediately payable as soon as:

- a. the payment term has been exceeded;
 - b. Client is declared bankrupt or a request to such effect is filed or suspension of payments is applied;
 - c. Client (legal entity) is dissolved or liquidated;
 - d. Client (natural person) files the request to be admitted to legal debt restructuring, is placed in receivership, or passes away.
- 9.6 All judicial and extrajudicial costs that *Adexpo* incurs as a result of non-compliance by Client with his (payment) obligations are borne by Client.

Article 10: Risk

- 10.1 After delivery, the delivered matters fall entirely to the expense and risk of Client. The risk passes back to *Adexpo* at the moment that the delivered matters are completely in the possession of *Adexpo* again.
- 10.2 If items that were enclosed in the delivery of the matter are not present on the established return date, *Adexpo* will bill an additional rental period, or the costs of additional transport (such at the option of *Adexpo*).
- 10.3 Client is obligated to immediately communicate the going missing, theft, loss, or damaging with regard to the matters of *Adexpo* delivered in the context of the Assignment forthwith to *Adexpo* and is obligated to compensate the damage that has occurred to those matters in full, regardless of the cause thereof.

Article 11: Liability

- 11.1 *Adexpo* is only liable for direct damage of Client that has occurred during or on the occasion of the implementation of the Agreement.
- 11.2 If it has been established that *Adexpo* is liable for damage that is not covered by the insurance, then the damage is limited to a maximum of twice the amount (exclusive of VAT) that the client owed to *Adexpo* in the context of the agreement.
- 11.3 *Adexpo* is never liable for indirect damage of Client. By indirect damage is intended, e.g., though not exclusively, consequential damage, lost profit, reduced goodwill, incurred losses, and costs incurred, as well as missed assignments and missed savings, damage due to the interruption of production or business operations, or stagnation.
- 11.4 *Adexpo* is not liable for damage caused by their subordinates and/or third parties deployed upon the implementation of the Agreement for which they are liable pursuant to the law.
- 11.5 *Adexpo* is never liable for any deviation in dimensioning, colour, price, or other specifications such as, though not exclusively, shown in pictures, 3D files, website articles, price lists, and quotations.
- 11.6 The limitations of liability included in this article are not applicable if and to the extent the liability of *Adexpo* for the relevant damage is insured and disbursement under the relevant insurance takes place. If a deductible applies, then the deductible will be deducted from the amount for which *Adexpo* is liable. *Adexpo* is not obliged, however, to exercise rights under that insurance if they are held accountable by Client.
- 11.7 The claim for compensation of damages of Client is

only payable after Client has complied with all payment obligations vis-a-vis *Adexpo*.

- 11.8 Client safeguards *Adexpo* against all third-party claims in case of matters delivered by *Adexpo* to Client, regardless of by what cause or at what time that damage was incurred.
- 11.9 The delivered matters must upon receipt by *Adexpo* be in the same condition they were in upon the delivered thereof by *Adexpo*.
- 11.10 The preceding provisions leave unaffected any liability on grounds of mandatory law.

Article 12: Force majeure

- 12.1 Force majeure on the part of *Adexpo* can be said to pertain if *Adexpo* is prevented from complying with their obligations from the Agreement as a result of circumstances that have arisen outside the fault or the sphere of influence of *Adexpo*, even if these could be foreseen already at the time of adoption of the Agreement. Force majeure can be said to pertain for example, though not exclusively, in case of war, threat of war, (threat of) terrorism, civil war, upheaval, revolution, pandemic, epidemic, acts of God, fire, water damage, flooding, government measures, import and export restrictions, defects in machinery, work strikes, company occupations, exclusion, limited transport options as a result of weather conditions and traffic disruption, suppliers and/or sub-contractors of *Adexpo* that cannot or do (can) not timely comply with their obligations, failures in the supply of power, water, and (tele)communication services at the company of *Adexpo* and any action or omission of the organiser of the Event or the operator of the location intended for it by which *Adexpo* is prevented from (timely) complying with their obligations.
- 12.2 As soon as a circumstance as mentioned in section 1 of this article occurs or threatens to occur, then *Adexpo* will accordingly inform Client as soon as possible, though no later than within 72 hours, stating the expected consequences of that circumstance for compliance with their obligations.
- 12.3 Not reporting within 72 hours that a circumstance as mentioned in section 1 of this article has occurred does not entail that *Adexpo* is no longer able to appeal to what is established in these Terms and Conditions.
- 12.4 *Adexpo* has the right to suspend compliance with their obligations in case and for the duration of a situation of force majeure. If the period of force majeure lasts longer than three months and compliance with the obligations from the Agreement by *Adexpo* is still not possible after the end of that period, then Parties are authorised to rescind the Agreement, without an obligation to compensate damage existing for *Adexpo* in such case.
- 12.5 If the delivery as a result of force majeure is delayed in such manner that the fulfilment of the Assignment cannot occur prior to the opening of the Event, then Parties are authorised to rescind the Agreement. *Adexpo* is entitled in such case to compensation of the costs incurred by them.
- 12.6 If *Adexpo* upon the entry into effect of the period of

force majeure has already partially complied with their obligations from the Agreement or is only able to partially comply with their obligations, they have the right to separately invoice the part already delivered or the deliverable part respectively, and Client will be obliged to settle this invoice.

Article 14: Applicable law and competent court

- 13.1 To these Terms and Conditions, to all Agreements and the legal relationships flowing therefrom or related thereto between Parties, Netherlands legislation is applicable.
- 13.2 The competent court of law in the district in which *Adexpo* is established, is exclusively competent to hear all disputes between Parties.