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## 1. Introduction

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

It is in EA Exhibitions' common nature to comply with all relevant government laws and regulations when dealing with its' customers, clients, vendors and suppliers.

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

### FINANCIAL NOTICES

**Please pay extra attention to the paragraphs referring to financial/payment topics.  
These terms and conditions are also displayed on the related websites.**

Referring to paragraph 14 "Cancellation policy exhibitor services"

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

#### **Cancellations and refund policy standard exhibitor services**

Cancellations must be made in writing, by sending an email to [info@eaexhibitions.com](mailto:info@eaexhibitions.com) or to the specific email addresses used for related projects.

If the other party cancels their intention to use EA for the agreed scope of work – for any reason, including causes beyond customer's reasonable control - the following charges will apply:

- **Until 6 weeks prior to the start date of the event**, the order could be cancelled without penalty; the full order amount will be refunded minus € 85 administrative cost (excluding applicable VAT and excluding any transfer costs which shall be fully borne by the participant).
- **Between 6 weeks and 30 days prior to the start date of the event**; 50% of the order amount will be refunded minus € 85 administrative cost (excluding applicable VAT and excluding any transfer costs which shall be fully borne by the participant).
- **From 29 days to the start date of the event**, order cancellations are not possible any more. No refund will be given.
- **Last-minute orders** as from 29 days to the start date of the event need to be paid immediately. On-site orders need to be paid directly at the exhibitor service desk.
- Errors made by the customer in the order process, leading to corrections, credit administration or other work, could result in €85 administration cost paid by the customer.
- Please note that orders will only be processed after receiving the full payment. If we do not receive the payment prior to the start of the event, booth and/or decoration items will not be installed when build-up starts.

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## **Cancellations and refund policy custom-made items**

Cancellations must be made in writing, by sending an email to [info@eaexhibitions.com](mailto:info@eaexhibitions.com) or to the specific email addresses used for related projects.

If the other party cancels their intention to use EA for the agreed scope of work – for any reason, including causes beyond customer's reasonable control - the following charges will apply:

**An agreement between EA and the other party is non-cancellable for any reason after execution of this contract. If the other party cancels an order after the agreement is confirmed in writing, the other party agrees to pay 100% of the total quotation** and any applicable materials used, time, and electrical service charges not already included in the total quotation, and any additional services ordered after this agreement is signed by the parties.

Any conduct constituting a breach of this agreement, including but not limited to, failure to make an advance deposit may at EA's option be deemed a cancellation by the other party.

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 overhead attributable to the cancelled contract, costs of scheduled days, persons and materials booked or travel expenses.

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.

## ***Methods of payment***

*The online payment platform used by EA Exhibitions is a secured site.*

*The payment gateway provider is Mollie Payments.*

### SEPA payment using IBAN bank account number

*The SEPA (Single Euro Payments Area) is a pan-European network that allows you to send and receive payments in euros (€) between two cross-border bank accounts in the eurozone. With SEPA, sending money within the eurozone is as easy as making your usual domestic bank transfers.*

*IBAN (International bank account number) is a standard international numbering system for individual bank accounts around the world. Banks in Europe originally developed the system to simplify transactions involving bank accounts from other countries.*

### Credit card payment

*Major credit cards (VISA, MasterCard and American Express) are accepted.*

### Payments by bank transfer

*Payments by bank transfer are allowed in specific occasions.*

*For payments, an invoice is issued upon completion of the payment process. The other party will receive a confirmation email. The invoice will reflect the amount to be processed. The other party who do not receive a confirmation email should contact EA Exhibitions at [info@eaexhibitions.com](mailto:info@eaexhibitions.com)*

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## **Mutual obligation indemnification:**

The other party

Customer to EA Exhibitions:

Customer shall defend, hold harmless and indemnify EA from and against any claims, lawsuits, demands, liability, costs and expenses, including reasonable attorney's fees and court costs, resulting from any injury to or death of persons, or damage to property other than goods, relating to or arising from performance of services herein.

Customer agrees to indemnify and hold EA harmless for any and all acts of its representatives and agents, including but not limited to customer appointed contractors and installation and dismantle companies, any subtenant or other user of its space or any agents or employees engaged in business on behalf of customer or present at customer's invitation, including supervision of labor secured through EA.

Customer's obligations under this provision shall not apply to EA's own negligence and/or wilful misconduct.

**Customer acknowledges that the show site is an active work zone and customer, its agents, employees and representatives are present at their own risk.**

EA Exhibitions to **Customer:**

To the extent of EA's own negligence and/or wilful misconduct, and subject to the limitations of liability below, EA shall defend, hold harmless and indemnify customer from and against any claims, lawsuits, demands, liability, costs and expenses, including reasonable attorney's fees and court costs, resulting from any injury to or death of persons, or damage to property other than goods.

EA's obligations under this provision shall not apply to claims for bodily injury arising

- a) from customer's presence in areas which have been marked as "off limits to exhibitors"; and
- b) when exhibitors are present in the facility prior or subsequent to the effective dates or hours of exhibitor's space lease with show management.

## **2. Partnership with "Toddoo event management software"**

For the purpose of providing all products, goods and services and all forms of communication with affiliates, partners, clients, exhibitors, sponsors, contractors, venues, EA Exhibitions has a partnership and makes use of Toddoo event management software.

## **3. General provisions**

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

3.2 Both 'we' and EA are used in this document and have the same meaning.

3.3 The term '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.

3.4 When the word products is used, it should be understood to mean goods, services (including information and advice) and contracting work (including projects).

3.5 Signed contracts, agreements, orders, quotations, etc. between EA and the other party means orders placed, whether signed or not by one (or both) of the parties. Orders of products and services placed in writing means orders done by e-mail or by means of the online exhibitor portal (webshop) whether signed or not by one (or both) of the parties.

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## 4. Applicability

- 4.1 The general terms and conditions of EA apply to and form an integral part of all the offers EA produces (including quotations, pro forma invoices, illustrations, drawings, calculations, annexes, descriptions, etc) for the agreements EA enters into (including orders, the acceptance of work, etc) and of all other legal relationships EA engages in, including those in the future.
- 4.2 No modification or waiver of any provision in these general terms and conditions will be effective unless in writing and signed by the party requested to be charged with the change. Any changes from and additions to these conditions will only bind parties if provided by EA and confirmed in writing.
- 4.3 EA will not accept and hereby objects to any additional or different terms and conditions that may be contained in a customer's purchase order or other writing. Any reference by the other party to its own general conditions and/or other terms and conditions are hereby explicitly rejected.
- 4.4 If the agreement does not materialise, the other party is not entitled to use any information received from EA in the context of its quote, such as designs, descriptions, drawings, models, programmes etc, except if EA explicitly consent to it in writing in return for payment of a reimbursement, for which EA will determine a fair rate. EA will retain the title of all intellectual rights, unless agreed otherwise.

## 5. Quotations

- 5.1 Work quoted is an estimate and is provided to the other party for budget and planning purposes only and shall not bind EA or limit the amount finally charged to the other party based upon actual labour and materials used.
- 5.2 All EA offers and prices quotations are without obligation and remain valid for a period of four weeks, unless the quote states otherwise.
- 5.3 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.

## 6. Contracts

- 6.1 The contract / agreement 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.
- 6.2 In the event the acceptance of the other party deviates from EA's proposal, this will be interpreted as a new proposal from the other party and a rejection of our proposal, also if the deviation only concerns subordinate points.
- 6.3 If the order of the other party only concerns making photos, designs, maquettes, models, drawings etc. without leading to a further contract, the other party is obliged to reimburse all the expenses incurred.

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## 7. Price

- 7.1 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.
- 7.2 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.
- 7.3 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.
- 7.4 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.
- 7.5 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.
- 7.6 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.

## 8. Storage of goods

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.

## 9. Execution of work and deliveries

- 9.1 In the event the product EA is due to supply consists of the fulfilment of a service, EA undertakes to make every effort. EA is not obliged to achieve a result.
- 9.2 In the event the agreement qualifies as contracting work, EA is only obliged to obtain the result that has been expressly agreed in writing.
- 9.3 EA is at all times entitled to outsource or subcontract part or all of the contract to third parties.
- 9.4 Any completion times EA give 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.
- 9.5 In the event the execution of the agreement involves EA supplying a product, EA will build, assemble or install the items to be supplied at an agreed location, unless provided to the contrary. The delivery takes place at the times EA specifies; EA will inform the other party of those delivery times. The other party is obliged to take receipt of the goods at the set delivery times, failure of which will lead to any costs arising

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as a result (including costs associated with buildings, freight and storage) at EA's standard rate or locally prevailing rate being charged to the other party, unless it is agreed that EA will take the goods into storage. In the event it has been agreed that EA will store the goods, Article 6 applies.

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

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

## 10. Return of material

10.1 In the event the other party has been given some of EA's equipment in use (for example, through a 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.

10.2 EA undertakes to inspect the returned items and to report complaints within a term of fourteen days to the other party in writing in the event EA find any defects or damage.

## 11. Inspection and complaints

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

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

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

11.4 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.

11.5 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.

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## 12. Payment terms

- 12.1 The other party shall pay in euros the whole invoice value on order on the due date and 14 days prior to the exhibition opening date at the latest. If the other party fails to make full payment on the due dates, EA is entitled, without prejudice to any other right or remedy available, to terminate the relevant contract and suspend any performance of contract work. EA reserves the right to charge interest at 3.9% on amounts not paid on the due dates.
- 12.2 Unless agreed otherwise in writing, the other party is obliged to pay within 14 calendar days from the date of invoicing.
- 12.3 Setoff is not allowed, unless it is agreed otherwise in writing.
- 12.4 EA reserves the right to deduct its fee, costs and VAT plus any outstanding amounts before paying the funds over to the other party or in the event the other party is in default of any obligation towards EA.
- 12.5 Payments by EA shall be made in Dutch currency (EURO), unless agreed otherwise in writing.
- 12.6 In the case of amounts received in foreign currencies, EA shall, when making payment, use the rate applicable on the day on which the foreign currency was received.
- 12.7 The other party must at all times inform EA immediately of any payments received by it in respect of a debt.
- 12.8 Should the client fail to make payment within 14 days of the invoice date, the Client shall be in default without any further notice of default being required and EA shall be entitled to increase the amount due by adding interest on the basis of 4 % per 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 € 85.00, all amounts exclusive of VAT.
- 12.9 In the event a term of payment is agreed for an amount owed to EA by the other party, the amount payable will nevertheless become immediately due and payable in the event the other party goes into liquidation, files for bankruptcy or requests a moratorium on payments.
- 12.10 If the other party falls in default of one or more of its obligations, all reasonable costs incurred to obtain satisfaction outside the law will be for the account of the other party.

## 13. Reservation of ownership

- 13.1 EA 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.
- 13.2 If EA is also carrying out work against payment for the other party based on contracts within the meaning of Article 13.1, the reserved ownership referred to in Article 13.1 equally applies until the other party has settled EA's claims for the work concerned in full.
- 13.3 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 13.1 and

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- 13.4 The other party is prohibited from pledging the goods or to grant any rights to them to a third party.
- 13.5 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.
- 13.6 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.
- 13.7 Upon EA's first request, the other party is obliged
- 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.
  - 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.
  - 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.
  - to mark the goods EA supplied subject to retention of title as EA's property.
  - 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.

## 14. Cancellation policy exhibitor services

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

### 14.1 Cancellations and refund policy standard exhibitor services

Cancellations must be made in writing, by sending an email to [info@eaexhibitions.com](mailto:info@eaexhibitions.com) or to the specific email addresses used for related projects.

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- Errors made by the customer in the order process, leading to corrections, credit administration or other work, could result in €85 administration cost paid by the customer.
- Please note that orders will only be processed after receiving the full payment. If we do not receive the payment prior to the start of the event, booth and/or decoration items will not be installed when build-up starts.

## 14.2 Cancellations and refund policy custom-made items

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If the other party cancels their intention to use EA for the agreed scope of work – for any reason, including causes beyond customer's reasonable control - the following charges will apply:

**An agreement between EA and the other party is non-cancellable for any reason after execution of this contract. If the other party cancels an order after the agreement is confirmed in writing, the other party agrees to pay 100% of the total quotation** and any applicable materials used, time, and electrical service charges not already included in the total quotation, and any additional services ordered after this agreement is signed by the parties.

Any conduct constituting a breach of this agreement, including but not limited to, failure to make an advance deposit may at EA's option be deemed a cancellation by the other party.

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 overhead attributable to the cancelled contract, costs of scheduled days, persons and materials booked or travel expenses.

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.

## 14.3 *Methods of payment*

*The online payment platform used by EA Exhibitions is a secured site.*

*The payment gateway provider is Mollie Payments.*

### SEPA payment using IBAN bank account number

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## Credit card payment

Major credit cards (VISA, MasterCard and American Express) are accepted.

## Payments by bank transfer

Payments by bank transfer are allowed in specific occasions.

For payments, an invoice is issued upon completion of the payment process. The other party will receive a confirmation email. The invoice will reflect the amount to be processed. The other party who do not receive a confirmation email should contact EA Exhibitions at [info@eaexhibitions.com](mailto:info@eaexhibitions.com)

## 15. Guarantee

- 15.1 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.
- 15.2 In the event a guarantee applies as referred to in Article 15.1, it will remain effective for a period of six months from the period of delivery and/or commissioning.
- 15.3 The guarantee referred to in Article 15.1 does not go beyond obliging EA to repair any defects free of charge.
- 15.4 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.

## 16. Liability of the other party

- 16.1 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.
- 16.2 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.
- 16.3 The other party is liable for any damages resulting from defects in goods, building materials or tools it makes available or that it specifies.
- 16.4 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.
- 16.5 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.

## 17. Own liability

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- 17.1 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.
- 17.2 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.

## 18. Goods of the other party

- 18.1 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.
- 18.2 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.
- 18.3 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.
- 18.4 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 18.3, as well as during the loading, unloading and during the period they are located in the exhibition space in and around the event venue. The Insurance is subject to the Standard Dutch Bourse Conditions for Property Damage 2006 (NBGP 2006) and the all-risk clause G13.
- 18.5 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.

## 19. Force majeure

- 19.1 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.
- 19.2 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, terrorist attacks, official advice not to travel, global pandemics, 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.

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- 19.3 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.
- 19.4 In the event fulfilling the contract after all would entail increased costs, these costs are for the account of the other party.
- 19.5 In the event of a sudden cancellation of the event ordered by the association, organiser, venue, (local) authorities or otherwise, EA will charge fully, or part of the contractually agreed order for labour, products and services. The amount of the charged cost will reasonably depend on the moment of cancellation.

## 20. Dissolution

- 20.1 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.
- 20.2 The other party is not entitled to suspend or offset its obligations.
- 20.3 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.
- 20.4 The customer's refusal to put up the requested surety entitles us to dissolve the contract without judicial intervention.
- 20.5 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.

## 21. Intellectual absolute rights / confidentiality

- 21.1 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.
- 21.2 The intellectual absolute rights referred to in Article 21.1 cannot be copied, shown to third parties and/or made available or used in any other way without EA's written consent.
- 21.3 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 21.1 relate to, including our company details. The other party undertakes to impose in writing a

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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**

### **22. Terms of completion and delivery**

- 22.1 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.
- 22.2 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.
- 22.3 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.
- 22.4 In the event we exceed the delivery period, EA will owe the other party compensation fixed at € 50.00 per workable working day, unless another amount is agreed.
- 22.5 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.

### **23. Inspection and approval**

- 23.1 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.
- 23.2 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.
- 23.3 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.
- 23.4 The work is considered as approved if and insofar it is taken in use.
- 23.5 Minor defects that can be repaired during the defects liability period cannot constitute a reason to withhold approval.
- 23.6 Unless agreed otherwise, the defects liability period is thirty days and becomes effective on the work being considered completed.

### **24. Liability after completion**

- 24.1 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

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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.

24.2 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.

## **25. Suspension, termination of incomplete work**

25.1 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.

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

25.3 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.

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## 26. Contract extras and contract reduction

- 26.1 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 offsetable quantities;
- 26.2 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.

## 27. Contractors' all risks insurance

- 27.1 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.

## 28. Dispute settlement procedure

- 28.1 All agreements which these conditions entirely or partly apply to are governed by Dutch law, unless agreed to the contrary.
- 28.2 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 Amsterdam, unless agreed otherwise.

## 29. Language

- 29.1 The English version of these conditions is the only binding text.
- 29.2 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.

## 30. Privacy policy

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

## 31. Contact information

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

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