

Terms and Conditions

MaterialDistrict Rotterdam
Participation in exhibition

version 1.0, March 2018

GENERAL

Article 1 Definitions

In these Terms and Conditions the terms used are defined as follows unless agreed otherwise in writing.

1. Terms and Conditions: these general terms and conditions, which form an inseparable part of and apply to all participation agreements between MaterialDistrict and exhibitors regarding the stand space(s) and any additional products and services of MaterialDistrict. The general terms and conditions may be varied from only if expressly confirmed in writing by MaterialDistrict. The applicability of any general terms and conditions used by the exhibitor is hereby expressly excluded.
2. MaterialDistrict: the private company Materia Exhibitions B.V. and/or one of its subsidiary companies, as (co-) organiser of an exhibition and the natural person or legal entity in association with whom or with which the exhibition is organised and the latter's authorised representatives.
3. Exhibitor: The natural person or legal entity that concludes a participation agreement with MaterialDistrict.
4. Venue lessor: The natural person or legal entity that leases MaterialDistrict space where exhibitions are held.
5. Exhibition venue: The space where the exhibition takes place, as made available by the venue lessor;
6. Confirmation of participation: the written confirmation drawn up and sent by MaterialDistrict further to the binding registration form submitted by the exhibitor. The confirmation of participation contains the specifications (dimensions of the stand space, participation fee, location) regarding the stand space made available to the exhibitor.
7. Binding registration form: The document by which the exhibitor indicates its intention to participate in the exhibition and declares it has taken note of and agrees to the applicability of these general terms and conditions. MaterialDistrict reserves the right to reject registration based on the binding registration form on account of over-subscribing, special reasons such as concern for disturbance of the peace or without stating any reasons.
8. Participation agreement: The agreement between MaterialDistrict and the exhibitor that arises from the despatch of a confirmation of participation by MaterialDistrict based on the binding registration form submitted by the exhibitor to MaterialDistrict.
9. Exhibition: MaterialDistrict, edition Rotterdam.
10. Products: The goods displayed at the exhibition by the exhibitor and/or services supplied by the exhibitor.
11. Stand space: The table or stall (in accordance with the provisions of the participation agreement) made available by MaterialDistrict to the exhibitor, the location, size and type of which is determined by MaterialDistrict.
12. Participation fee: all costs payable to MaterialDistrict by the exhibitor in connection with his participation in the exhibition, including the costs relating to the stand space and all other costs.

Article 2 The participation agreement

1. The participation agreement implies that MaterialDistrict, against payment of the participation fee, for the period of the exhibition concerned, assigns stand space to the exhibitor.
2. The exhibitor has the following participation options:
 - a. For one edition of the exhibition. The exhibitor has no other obligations of participation in the next editions of the exhibition.
 - b. For three editions of the exhibition. The exhibitor has obligations of participation in the next editions of the

exhibition and benefits special rates and preferred locations.

3. These Terms and Conditions form an integral part of the participation agreement.
4. In case the participation agreement relates to several stand spaces, the provisions contained herein shall apply to each individual stand space.
5. Any requirements, changes and additions made by the exhibitor on the binding registration form, or the quotation, and any other arrangements deviating from or additional to these Terms and Conditions do not form part of the participation agreement, unless confirmed by MaterialDistrict in writing.
6. The exhibitor is fully responsible and liable for compliance with all obligations resulting from the conclusion of the participation agreement.
7. The exhibitor declares that he will accept all of the consequences that ensue from the signing of the binding registration form, or of the quotation, even if the form has been signed by a person not officially authorised to sign the form.
8. Following the signing of the binding registration form and prior to the conclusion of the participation agreement in accordance with article 1.8, the term 'participation agreement' in these Terms and Conditions will be understood to mean 'binding registration form' and 'exhibitor' as 'the registrant'.
9. If MaterialDistrict has stipulated a term for submission of a document by the exhibitor, the date of receipt of the document by MaterialDistrict will be decisive.
10. Upon submission of the signed binding registration form, the exhibitor may cancel his registration only in one of the cases listed in article 6.
11. MaterialDistrict reserves the right to deny registration on account of oversubscription, special reasons including fear of disturbance of the peace or without stating reasons, if necessary.
12. The exhibitor cannot rely on verbal acceptance of his registration.
13. The exhibitor may not transfer his registration to a third party.
14. Without prejudice to the provisions contained in article 20.1, these Terms and Conditions govern the legal relationship between MaterialDistrict and the exhibitor only. Unless determined otherwise, third parties, including co-exhibitors, cannot derive any rights from these Terms and Conditions.

Article 3 Dates, times and exhibition venue

1. MaterialDistrict will determine the dates on which, and the venue in which the exhibition will be held, as well as build-up and breakdown times and the exhibition's commencement and closing dates and times.
2. MaterialDistrict is entitled to change the established dates, times and/or venue or to decide to abandon an exhibition.
3. Upon changes in the established dates, times and/or venue the participation agreement remains fully effective.
4. Under no circumstances will the exhibitor be entitled to compensation for any costs incurred or loss or damage sustained due to a decision as referred to in paragraph 2 of this article.

Article 4 Allocation of stand space

1. Throughout the agreed period, the exhibitor will be entitled to use the stand space allocated by MaterialDistrict in the confirmation of participation. The site, floor space and type of stand space allocated by MaterialDistrict will be binding.
2. MaterialDistrict has the right to reassign stand space and to revise the stand space allocated to an exhibitor, or to change or

revise groupings at all times prior to the exhibition's commencement. In such case, MaterialDistrict will make an effort to offer the exhibitor comparable stand space in terms of floor space, on the understanding that the resulting participation fee will not deviate more than 10% from the original participation fee.

3. All costs to be made by the exhibitor relating to the reallocation of stand space, as stipulated by paragraph 2 of this Article, will be at the exhibitor's expense.
4. Cancellation by the exhibitor as a result of the provisions contained herein is possible only in one of the cases listed in article 6.

Article 5 Payment

1. Unless the invoice in question specifies an alternative due date the participation fee and all other monies payable shall be paid within thirty days of the invoice date without any discount or setoff.
2. MaterialDistrict has the right to invoice as soon as the participation agreement has been concluded. Definitive invoices may be preceded by a provisional invoice.
3. The exhibitor will be liable for all costs payable to MaterialDistrict that are in any way related to the exhibitor's participation, regardless whether the said costs have been incurred by the exhibitor or by a third party acting on the exhibitor's behalf.
4. Even if a different invoice address has been listed by the exhibitor, the exhibitor remains jointly and severally liable towards MaterialDistrict for payment of all costs relating to his participation.
5. In the event of late payment of any sum payable to MaterialDistrict interest will be charged at the statutory rate from the date on which the sum in question was originally due and payable. Any collection costs are to be borne by the exhibitor with extrajudicial collection costs being set at 15 % of the principal sum.
6. MaterialDistrict has the right to set off payment for participation against sums still outstanding from previous participations by the same exhibitor.
7. If the exhibitor fails to pay the participation fee or any other monies payable to MaterialDistrict (in full) prior to the commencement of the set-up period, despite a written or verbal notice or notice of default, MaterialDistrict has the right to deny the exhibitor access to the (set-up of the) exhibition and/or to regard the participation agreement as terminated with immediate effect. In such a case the exhibitor will still be required to pay the participation fee and all other monies payable to MaterialDistrict in full without being entitled to compensation of any costs incurred and/or loss and damage sustained due to his being denied access to the exhibition and/or termination of the participation agreement.

Article 6 Cancellation and termination

1. The exhibitor may cancel his registration of participation in an edition only with due observance of the following payment schedule:
 - a. Cancellation up to 276 days before the commencement of the exhibition: payment of 25 % of the total participation fee;
 - b. Cancellation up to 185 days before the commencement of the exhibition: payment of 50 % of the total participation fee;

- c. Cancellation from 185 days before the commencement of the exhibition: payment of 100 % of the total participation fee;

'Commencement of the exhibition' is understood to mean the first day of the exhibition's set-up period. Cancellation shall be effected by the exhibitor by registered letter.

2. A participation agreement with the option 'For three editions' as defined in Article 2.2a is entered into for at least two successive editions of the exhibition and will be extended automatically - unless terminated in writing - by a one successive edition. Termination or amendment of a participation agreement must be notified in writing within five working days of the last day of two successive editions by registered letter to the following address: Materia Exhibitions B.V., attn. project team MaterialDistrict Rotterdam, Amsterdamsestraatweg 43-A2, 1411 AX Naarden. In the event of late notice of termination or amendment the subscription will be renewed automatically by one year without any changes.
3. If at any time following the conclusion of the participation agreement the exhibitor applies for suspension of payments or files for bankruptcy, the participation agreement may be terminated by MaterialDistrict by the mere occurrence of such application or filing and the exhibitor will be required to pay the participation fee in full as well as any other costs related to his participation incurred by or on behalf of MaterialDistrict at the exhibitor's request, without prejudice to MaterialDistrict' right to claim costs, compensation for loss and damage incurred and interest.
4. If at any time after the conclusion of the participation agreement MaterialDistrict has sound reasons to assume that the exhibitor's participation in the exhibition will somehow prejudice MaterialDistrict, the exhibition or other exhibitors, MaterialDistrict will have the right to terminate the participation agreement by registered letter with immediate effect. In that case the exhibitor will still be required to pay the participation fee in full as well as any other costs incurred by or on behalf of MaterialDistrict at his request in connection with his participation, without prejudice to MaterialDistrict' right to claim costs, loss and damage and interest.
5. In determining the terms mentioned in this article, article 2.8 will be applicable.
6. Cancellation or termination of the participation agreement on account of this article will never constitute cause for compensation by MaterialDistrict to the exhibitor for any costs incurred or loss or damage sustained.

Article 7 Additional products and services

1. MaterialDistrict can offer additional products and services for the exhibition, whether or not against payment. These may include stand construction packages and other services or promotional services like designing a (digital) catalogue, organising various forms of publicity in or outside the venue and organising various activities.
2. These Terms and Conditions apply also to any additional products or services supplied by, or on behalf of MaterialDistrict. Unless determined otherwise, the general terms and conditions of delivery issued by any third parties engaged to provide such additional products or services do not apply.
3. If and to the extent applicable, MaterialDistrict will determine the way in which publicity listings are to be edited, and reserves the right to abridge the exhibitor's details if necessary or to alter details submitted by the exhibitor in any way that it sees fit, without stating reasons, if necessary.
4. If the exhibitor wishes to refer to products and/or services offered by him in his publicity statements, he may refer to

products and/or services only that come under his delivery schedule and which – in the opinion of MaterialDistrict – also

fall under the exhibition programme of the exhibition concerned.

5. Any data generated by the use of services of MaterialDistrict or any third parties selected by MaterialDistrict for the exhibitor or any data generated by the exhibitor by using these services may be used by MaterialDistrict. If these data are personal data as defined in the Dutch Personal Data Protection Act, the parties will indemnify each other against all claims filed by either party on account of non-compliance by the other party with statutory retention periods for personal data or breach of the laws or regulations on the protection of personal data as a result of the use of personal data by the other party. The parties will comply with all applicable laws and regulations regarding the protection and use of these personal data.

Article 8 Service and exhibitors pass

1. MaterialDistrict sets the price of admission to the exhibition.
2. MaterialDistrict will provide service and exhibitor passes to persons engaged by the exhibitor to work in his stand space.
3. During the periods of construction, maintenance and vacating the stand space people holding a valid service or exhibitors pass will have access to the venue.
4. During the designing period, the opening times of the exhibition and the disassembly period people holding a valid exhibitors or service pass have access to the venue.
5. MaterialDistrict may withdraw service and exhibitors passes at all times for valid reasons and to deny the person(s) in question access to the exhibition (venue).
6. The number of service and exhibitors passes may be related to the size of the stand space.

THE EXHIBITION

Article 9 Stand construction and stand design

1. The exhibitor is required to (instruct a third party to) construct and design his stand during the designated days and times with due observance of the regulations and instructions issued by the venue lessor.
2. Unless determined otherwise in the participation agreement, the stand space will be made available to the exhibitor without any stand construction, fittings, furniture or any other (technical) facilities.
3. In designing the stand space the exhibitor shall comply with the provisions set out in these Terms and Conditions, other (safety) instructions issued by MaterialDistrict, regulations issued by the venue lessor, and government and fire regulations.
4. Upon request the exhibitor shall present all plans, designs and/or models for stands to MaterialDistrict for approval by the date specified by MaterialDistrict at the latest. Only after such approval has been obtained may the set-up be commenced. MaterialDistrict reserves the right to withhold its approval, without stating reasons if necessary.

Article 10 Exhibited products

1. The exhibitor is required to stock the stand space with a sufficient range of products and also to staff the stand space with an adequate number of personnel throughout the duration and during the opening times of the exhibition.
2. The exhibitor does not have the right to exhibit or otherwise recommend products in the stand space, other than those

mentioned in the participation agreement and/or other than those that fall under the official exhibition program.

3. During the entire period of the exhibition, including the set-up and breakdown periods, the products displayed by the exhibitor are at the exhibitor's own risk and expense. MaterialDistrict rejects all liability for damage to or loss or theft of products from the exhibitor.
4. MaterialDistrict will refrain from any involvement in any disputes between exhibitors, including disputes regarding intellectual property rights.
5. The exhibitor may not, in view of the exhibition's success, display products or use a certain trademark or brand, if such display or use constitutes an infringement on the rights of any third party.
6. At the request of MaterialDistrict the exhibitor will be required to prove that he has the right to display certain products or to use a certain trademark or brand. If it appears that the exhibitor acts in breach of the preceding paragraph, or if he cannot comply with the request of MaterialDistrict, MaterialDistrict has the right to (cause others to) remove those products at the exhibitor's risk and expense and to take all other measures it deems fit. In such a case, the exhibitor will not be entitled to any compensation whatsoever from MaterialDistrict for costs incurred or loss or damage sustained.
7. Other exhibitors cannot derive any rights towards MaterialDistrict from the provisions contained in paragraphs 5, 6 and 7.

Article 11 Use of the stand space

1. The exhibitor may not:
 - a) assign all or part of the use of the stand space to third parties or to use the stand space or allow the stand space to be used for a purpose other than the purpose described in the participation agreement.
 - b) use the stand space in a way that causes nuisance to other exhibitors or visitors in the form of noise pollution, obstruction of entrances or aisles, blocking of light or obstruction of the sight lines or nuisance in any other form at the discretion of MaterialDistrict.
 - c) use open, flowing, spraying and/or atomised water to demonstrate products in or near the stand space, unless with the express consent of MaterialDistrict and the venue lessor. The exhibitor shall strictly comply with all the relevant instructions.
 - d) use equipment, machines, heaters, fireplaces, etcetera with an open flame in or near the stand space, unless permitted explicitly or made available by MaterialDistrict.
 - e) use or store dangerous substances and/or goods, including mildly flammable substances, gasses or chemical pesticides or radioactive substances in or near the stand space.
 - f) position or install goods, furniture, hanging signs or advertising materials in the broadest sense of the word outside, over or at the back of the stand space.
 - g) distribute or offer flyers or other advertising materials outside the stand space.
 - h) produce photographic, film or video recordings of objects other than the exhibitor's own stand space, which right is reserved exclusively for MaterialDistrict.
 - i) demand an entrance fee or any other fee from visitors for the right to visit the stand space or to attend demonstrations or performances within the stand space.
 - j) stage activities in or around the stand space which, in the opinion of MaterialDistrict, are likely to be detrimental to

the exhibition in general, such as activities that are likely to be offensive to certain (groups of) people, activities that contravene law or public order or offend public morality or activities that are likely to otherwise affect the image of the exhibition in some other way.

- k) sell any product to visitors during the exhibition against the (virtually) simultaneous issuing of the product sold, unless such transactions are specifically authorised in writing by MaterialDistrict, or if direct sales are customary in view of the character of the exhibition.
 - l) (cause others to) conduct surveys among visitors to the exhibition unless with MaterialDistrict' explicit written consent.
2. Unless the venue lessor has issued binding instructions in this respect, the exhibitor will be responsible for supervising his stand space and the products in it.

Article 12 Catering

1. Unless otherwise agreed in writing catering during the exhibition is reserved exclusively to the venue lessor or a third party engaged by the latter.
2. The exhibitor may not sell or provide free of charge refreshments and/or luxury foods unless on terms to be agreed the venue lessor or a third party engaged by the latter has granted exemption in writing.

Article 13 Licences and exemptions

The exhibitor will be required to apply for all certificates, licences and exemptions required to take part in the exhibition.

Article 14 Packaging

Empty packaging cases may not be located outside the areas designated by MaterialDistrict.

Article 15 Delivery and removal of goods

1. The exhibitor may not deliver or remove goods during the opening hours of the exhibition.
2. The exhibitor shall make arrangements for the transport, arrival and receipt of goods delivered for or with a view to his participation. MaterialDistrict does not accept goods on the exhibitor's behalf nor is MaterialDistrict in any way liable for such goods.

Article 16 Cleaning

The exhibitor is required to arrange for the cleaning of his stand space during the exhibition. MaterialDistrict will arrange for the cleaning of other spaces, such as the aisles.

Article 17 Disposal of waste

The exhibitor is required to arrange for waste disposal in accordance with the instructions issued by the venue lessor.

Article 18 Breakdown

1. The exhibitor is required to break down the stand, to clear the stand space and to deliver the stand space vacated and clean within the designated terms and with due observance of the instructions issued by the venue lessor.
2. The exhibitor is required to restore the stand space to its original condition. Any damage to goods belonging to MaterialDistrict and/or the venue lessor shall be paid by the exhibitor.
3. Any goods left behind, including waste, will be removed at the exhibitor's risk and expense.

FINAL PROVISIONS

Article 19 Intellectual property rights

1. MaterialDistrict is the proprietor of all intellectual property rights relating to the exhibition, including at least the brand (name), logo(s) and the exhibition image(s).
2. MaterialDistrict may grant the exhibitor the right to use the brand (name), logo(s) and/or exhibition image(s) for promotional purposes. In such a case the exhibitor is entitled to use those trademarks and/or pictures only in the form provided by MaterialDistrict. Consequently, the exhibitor may not use those trademarks and/or pictures for purposes other than to promote the exhibition or to distort them in any way.
3. In case of breach of the provisions contained in paragraph 2, the exhibitor shall, at the first request of MaterialDistrict, immediately cease the use of the trademarks and/or images concerned.

Article 20 Additional instructions and deviations from the Terms and Conditions

1. MaterialDistrict has the right to issue additional (safety) instructions to ensure the smooth progress of the exhibition.
2. The exhibitor is required to strictly comply with all instructions issued under paragraph 1 by MaterialDistrict and furthermore with all regulations issued by the venue lessor and government regulations (including fire regulations).
3. In the event of a conflict between these Terms and Conditions and any other regulations issued by MaterialDistrict, the venue lessor or the government, the exhibitor shall contact MaterialDistrict. MaterialDistrict will then decide which provision prevails in that particular case.
4. In the event of conflicts between the provisions set out in these Terms and Conditions and the conditions accompanying the binding registration form, the latter will prevail.

Article 21 Liability

1. The provisions set out in these Terms and Conditions apply mutatis mutandis to all third parties engaged by the exhibitor in connection with his participation in the exhibition, such as stand constructors and suppliers, as well as co-exhibitors of the exhibitor.
2. The exhibitor vouches towards MaterialDistrict and the venue lessor for, and is at all times jointly and severally liable for compliance with the provisions set out in these Terms and Conditions and all other regulations referred to in article 20.
3. In the event of non-compliance, late compliance or inadequate compliance by the exhibitor with any of the provisions set out in these Terms and Conditions or any other regulations referred to in article 20 MaterialDistrict has the right to take all such measures it deems fit, including, but not limited to:

- a. The denial of access to the (set-up of the) exhibition.
 - b. The closing of the exhibitor's stand space and/or the removal and storage, disposal and/or destruction of certain goods from the stand space at the exhibitor's risk and expense.
 - c. The refusal to let the exhibitor participate in future exhibitions; all without prejudice to the exhibitor's obligation to pay in full the participation fee and all other monies payable to MaterialDistrict.
4. The exhibitor is liable for any (in) direct losses incurred by MaterialDistrict as a result of an attributable shortcoming on the exhibitor's part, including non-compliance, late compliance or inadequate compliance with any of the provisions set out in these Terms and Conditions and/or any other regulations referred to in article 20. The exhibitor indemnifies MaterialDistrict against any related claims by third parties.
 5. The exhibitor is to take out adequate insurance to cover his participation in the exhibition.
 6. MaterialDistrict is not liable for any damage or loss sustained directly or indirectly by the exhibitor, the exhibitor's personnel or visitors, nor for consequential damage, loss of profits or loss or damage as a result of theft or destruction or any other cause, except in the case of intent or gross negligence on the part of MaterialDistrict.
 7. MaterialDistrict is not liable for any damage or loss sustained directly or indirectly by the exhibitor, the exhibitor's personnel or visitors as a result of non-compliance, late or inadequate compliance with any of these Terms and Conditions or any of the regulations referred to in article 20.
 8. MaterialDistrict is not liable for any damage or loss sustained directly or indirectly by the exhibitor, due to non-compliance with any obligation arising from an agreement concluded between the exhibitor and a third party (including the venue lessor) concerning the supply of goods and/or services relating to the exhibitor's participation in the exhibition.
 9. In case MaterialDistrict is liable, the liability of MaterialDistrict will never exceed the maximum amount to be paid by its insurer.
- Article 22 Changes and disputes**
1. MaterialDistrict reserves the right to change these Terms and Conditions during the term of the participation agreement. MaterialDistrict will notify the exhibitor in writing of the changes concerned.
 2. Any events not provided for by these Terms and Conditions will be decided by MaterialDistrict.
 3. All disputes that arise between MaterialDistrict and an exhibitor further to the participation agreement, these Terms and Conditions or any other agreement based thereon will be settled under Dutch law by the competent court of Amsterdam.
 4. The Dutch text of the participation agreement, these Terms and Conditions or any other agreement concluded between the two parties based thereon, will be decisive.
- MaterialDistrict is a trade name of Materia Exhibitions B.V. has its registered office in Naarden and is registered with the Chamber of Commerce under number 60837802. These terms and conditions are available at www.materialdistrict.com**