General terms and conditions for trade fair participation
LabNL 2027

DEFINITIONS

Article 1

1.1 Accommodation Provider: the natural person or corporate entity which rents the space where the Trade Fair is held to FHI.
1.2 Products: the products exhibited by the Exhibitor at the Trade Fair and/or services provided by it.
1.3 Trade Fair: the trade fair or LabNL event as organised by FHI at its own expense and risk, with regard to which the Contract is concluded.
1.4 Trade Fair Accommodation: the space where the Trade Fair takes place as provided by the Accommodation Provider.
1.5 Confirmation of Participation: the notification In Writing from FHI in which the contents of the Contract are summarised. The Confirmation of Participation sets out the stand dimensions, preferences and what is included in the stand.
1.6 Participation Costs: all costs owed to FHI by the Exhibitor relating to its trade fair participation, including costs of the Stand, the visitor registration system and all other costs.
1.7 Exhibitor: the natural person or corporate entity that concludes a Contract with FHI.
1.8 FHI: FHI, Federation of Technology Branches and/or one of the industry organisations affiliated with FHI, as (co-)organiser of the Fair, as well as the (legal) entity with which the Exhibition is organised and their authorised representatives.
1.9 Manual: the (digital) manual for Exhibitors drawn up by FHI and the Trade Fair Accommodation with relevant information about the trade fair participation, including about the Trade Fair Accommodation and the services and/or goods to be provided by FHI and/or third parties.
1.10 Registration Form: the online registration form based on which the Exhibitor indicates that it wishes to participate in the Trade Fair and declares that it has taken note of and agrees with the applicability and contents of the Terms and Conditions.
1.11 Member: the natural person or corporate entity that is a member of an industry organisation which is affiliated with FHI.
1.12 Co-exhibitor: the natural or legal person who does not conclude an Contract with FHI himself, but who exhibits or presents himself in another way within the stand of an Exhibitor.
1.13 Non-member: the natural person or corporate entity that is not a member of an industry organisation which is affiliated with FHI.
1.14 Contract: the trade fair participation contract between FHI and the Exhibitor, including any amendment(s) agreed upon after the contract is concluded.
1.15 Parties: the Exhibitor and FHI together.
1.16 Party: one of the Parties.
1.17 Written/In Writing: correspondence by registered letter, bailiff's writ, regular post, or fax. This also includes correspondence by electronic medium (for example, via email or web form).
1.18 Stand: the standard stand provided to the Exhibitor, the location, stand dimensions and options which are specified by FHI.
1.19 Terms and Conditions: these general terms and conditions for trade fair participation LabNL 2027.

APPLICABILITY OF THE TERMS AND CONDITIONS, TITLES AND LANGUAGE

Article 2

2.1 These Terms and Conditions apply to the Contract for participation in the Trade Fair by means of a Stand and possible additional products and services.
The applicability of any general terms adopted by the Exhibitor is expressly excluded.
2.2 Deviations from these Terms and Conditions only apply if these have been expressly agreed upon in writing.
2.3 If one or more provisions in the Terms and Conditions are invalid at any time or might become invalid, the remaining provisions of the Terms and Conditions will continue to apply in full.
2.4 The provisions of these Conditions apply to third parties engaged by the exhibitor with regard to his participation in the exhibition, for example suppliers or Co-exhibitors.
2.5 Unless specified otherwise, third parties - including co-exhibitors - cannot derive any rights from these Terms and Conditions.
2.6 The titles and the articles of these Terms and Conditions serve purely to make them easier and clearer to read and have no other significance. In particular, the titles cannot be used for the interpretation of these Terms and Conditions.
2.7 The Dutch text of the Contract, these Terms and Conditions, or any other agreement between the Parties on this topic will be decisive.
2.8 In all cases not covered by these Terms and Conditions, FHI will decide.

TRADE FAIR POLICY

Article 3

3.1 With the aim of offering customers based in the Benelux the optimum opportunity to explore the market and avoid unnecessary costs for suppliers, FHI is organising the Trade Fair, a trade fair in the area of Laboratory Technologies.
3.2 Members and Non-members can only take part in the Trade Fair if they are of good standing and are registered with a chamber of commerce in their country of domicile.
3.3 Being of good standing in any case involves regular compliance with financial obligations and not perpetrating acts which could be considered to be dishonest business practices.
3.4 They must also be engaged in the direct or indirect sale to business users of Products, manufactured by them or others, as specified in the first paragraph of this article, whilst they must be able to appropriately fulfil their task in terms of the provision of information, guarantees and service.

THE CONTRACT

Article 4

4.1. The Contract involves FHI granting the use of a particular Stand, within the designated time of the trade fair, to the Exhibitor in return for payment of the Participation Costs.
4.2 These Terms and Conditions form an integral part of the Contract.
4.3 Registration for participation in the Trade Fair can only be done by means of the Registration Form.
4.4 Wishes and preferences expressed by the Exhibitor on the Registration Form, amendments and additions made by the Exhibitor, and other deviating or additional agreements will only form part of the Contract if they are confirmed by FHI In Writing.
4.5 The Exhibitor is fully responsible and liable for the compliance with all obligations which arise from entering into the Contract.
4.6 The Exhibitor declares that it will accept all the consequences of the registration which result from the submission of the Registration Form, even if it has been signed by someone who does not have signing powers.
4.7 After the Registration Form signed by the Exhibitor has been submitted, the Exhibitor can only cancel its registration subject to the provisions of article 12.
4.8 The Exhibitor cannot claim that its registration has been verbally approved.

DATES AND LOCATION OF THE TRADE FAIR

Article 5

5.1 FHI will determine the dates on which and the Trade Fair Accommodation where the Trade Fair will take place, together with the times for the set-up, the trade fair days and the breakdown.
5.2 FHI reserves the right to change stipulated dates, times and/or Trade Fair Accommodation on the grounds of what FHI believes are exceptional (unforeseen) circumstances and/or force majeure, or to decide to cancel the Trade Fair.
5.3 The Exhibitor is entitled to terminate the Contract in full or in part during a period of (2) weeks following the announcement of a change as described in paragraph 2 of this article. This without detracting from its obligations to pay the costs which have already been incurred on its behalf.
5.4 The costs referred to in paragraph 3 of this article will then be notified to the Exhibitor by FHI In Writing.
5.5 In no case can the Exhibitor claim any reimbursement of loss from FHI in connection with a decision in accordance with paragraph 2 of this article.

PROCESSING OF REGISTRATIONS

Article 6

6.1 The closing date for registrations is two (2) months before the opening of the Trade Fair.
6.2 Registrations received by FHI after the aforementioned closing date, applications that are made subject to the allocation of a floor area, certain dimensions, a particular location, or other exceptional requirements/conditions, and applications from Exhibitors who, at the time of registration, have outstanding debts towards FHI for which the payment term has expired, do not have to be accepted.
6.3 The registration for participation in the Trade Fair is binding.
6.4 The Exhibitors who have registered in time will receive a Confirmation of Participation within one (1) month of the closing date for registrations.
6.5 FHI will inform an Exhibitor In Writing and with reasons why it has been excluded from participation.
6.6 In no case can the Exhibitor claim any reimbursement of costs incurred or loss

suffered on the grounds of refusal of admission.

LAYOUT

Article 7

7.1 FHI will adopt a layout of the floor plan of the location in question. Exhibitors can indicate their preferred stand location.
7.2 FHI will determine the order based on which Exhibitors can choose from the available stands as set out in Article 7.1.
7.3 FHI is never required to honour the preference(s) indicated by the Exhibitors and can allocate the Exhibitors at its own discretion.
7.4 The allocation as referred to in paragraph 1 of this article will be announced at least one (1) month prior to the start of the Trade Fair.
7.5 FHI can change the allocation prior to the start of the Trade Fair and thereby alter (the location of) the Stand allocated to the Exhibitor.
7.6 In no case can the Exhibitor claim any reimbursement of costs incurred or loss suffered in the event of a change as described in this article.
7.7 Cancellation by the Exhibitor based on the provisions of this article is only possible with due observance of the payment scheme set out in Article 12.

SETTING UP AND VACATING STAND

Article 8

8.1 The Exhibitors will receive information about the Stand (design), opening times, delivery and removal of goods, safety regulations, electricity, gas and water, requests for tickets and publicity materials, and the like in a timely fashion.
8.2 The Exhibitor is required to make use of the dedicated vendors of the Accommodation Provider for certain additional services.
8.3 When ordering (additional) offered services, goods, and facilities, the Exhibitor undertakes to pay the associated costs.
8.4 The Exhibitor will use a standard stand provided by the organisers. The Stand is provided with specifications and options. The Exhibitor must arrange and meet additional requirements itself, possibly via the FHI stand builder.
8.5 In order to prevent imbalances between the Stands of Exhibitors, the Exhibitor is bound to the provisions set out in the Stand Construction Regulations.
8.6 FHI Has determined that the height of the structures within the Stand may not exceed the standard height of the stand walls: 250 centimetres.
8.7 The Exhibitor will be given the opportunity to clear its stand following the close of the Trade Fair.
8.8 If the Stand used by the Exhibitor is not cleared on time, is not surrendered in the state in which it was provided, or if waste is left by the Exhibitor after disassembly of the Trade Fair, FHI is entitled to take the necessary steps at the Exhibitor's risk and expense.

PUBLICITY FOR EXHIBITORS

Article 9

9.1 Exhibitors are entitled to distribute brochures, leaflets, price lists, catalogues, circulars, and the like on their Stand for the Products stocked by them.
9.2 If the Exhibitor refers to Products which it offers in its publicity, it can only refer to those Products which both fall within its range and which fall within the Trade Fair's programme.
9.3 FHI will refrain from any involvement in disputes between Exhibitors, including disputes concerning intellectual property rights.
9.4 Without prejudice to the provisions of paragraph 3, the Exhibitor is for the sake of the success of the Trade Fair not entitled to display Products or make use of a particular name or brand if this breaches third parties' rights.
9.5 The Exhibitor must prove at FHI's request that it is entitled to display the Products in question or use the name or brand in question. If this shows that the Exhibitor is acting contrary to the provisions of the preceding paragraph, or if the Exhibitor is unable to comply with FHI's request, FHI is entitled to remove or commission the removal of the Products in question and take all other steps which it deems necessary. In this case, the Exhibitor cannot claim any reimbursement of costs incurred or loss suffered from FHI.
9.6 (Other) exhibitors cannot derive any rights with respect to FHI from the provisions of this article.
9.7 FHI can prohibit particular forms of publicity or other sales promotion tools in the Trade Fair Accommodation.
9.8 The Exhibitor is prohibited from distributing or commissioning the distribution of price lists, catalogues, circulars, and the like for Products stocked by it (or others) outside the Stand.
9.9 FHI's prior permission In Writing is required for projecting images, amplifying sound and placing moving items other than those listed in article 11.

USE OF TRADE FAIR NAME, IMAGE, LOGO

Article 10

10.1 FHI owns the intellectual property rights relating to the Trade Fair, including at least the (brand) name, logo(s) and trade fair image.
10.2 FHI can grant the Exhibitor the right to use the (brand) name, logo(s) and/or the trade fair image for promotional purposes. The Exhibitor will only use these brands and/or images in the form in which they have been provided by FHI. The Exhibitor is therefore not permitted to alter the brands and/or images in any way and/or to use them for purposes other than the promotion of the Trade Fair.
10.3 If the provisions of paragraph 2 are breached, the Exhibitor is obliged to cease the use of the brand or image concerned at FHI's first request.

RULES OF CONDUCT

Article 11

11.1 The Exhibitor is required to use the Stand allocated to it in a manner in keeping with the purpose for which it has been allocated to it.
11.2 The Exhibitor is also prohibited from:
a. selling any Product with simultaneous delivery of the sold Product;
b. making drawings, reproductions or photographic recordings within a Stand allocated to a third party;
c. making use of a stand which has been allocated to it in such a way as to potentially cause disruptive noise, impeded access, light or view or other nuisance, hazard or loss to other Exhibitors or visitors, all this at the sole discretion of FHI;
d. deviating from the regulations stipulated by FHI, the Accommodation Provider and/or competent authorities with regard to fire safety, sources of radioactivity, devices which emit ionising radiation, lasers, isotopes, cylinders with compressed gasses etc.;
e. offering food and/or drink to the public for payment;
f. carrying out activities (in- and outside the Stand) which cause nuisance to other Exhibitors;
g. removing goods from the Stand during the Trade Fair and covering Products exhibited on the Stand during the hours that the Trade Fair is open to the public, other than with prior permission from FHI In Writing;
h. leaving the Stand unmanned during opening times;
i. displaying names, brands or products on the Stand which in FHI's sole opinion could lead to confusion;
j. using music or amplification before 4.00 p.m.

PARTICIPATION COSTS, PAYMENT, CANCELLATION, DISSOLUTION

Article 12

12.1 Participation Costs will be determined by FHI.
12.2 FHI applies different rates for participation in the exhibition: at least one rate for Members and one for Non-members. Non-members pay higher participation costs.
12.3 The Exhibitor will pay the Participation Costs in accordance with the terms of payment set out on the invoice. If no specific terms are shown on the invoice, the Exhibitor will pay within thirty (30) days of the date of the invoice.
12.4 FHI has the right to invoice as soon as the Exhibitor has registered or the Contract has been concluded. The final invoice can be preceded by an advance invoice.
12.5 If the Exhibitor fails to meet its payment obligations within a reasonable period after a reminder, payment demand or notice of default, it will be legally in default. From that moment the Exhibitor will be liable for both the costs stipulated by law and the actual legal costs and actual extrajudicial costs incurred by FHI.
12.6 The Exhibitor may cancel its registration or terminate the Contract, provided that such cancellation or termination is made In Writing. The date on which FHI receives the letter or email determines the time of the cancellation. Cancellation is only possible subject to the following payment plan:
- in case of cancellation up to nine (9) months before the start of the Trade Fair: 20% of the Participation Costs;
- in case of cancellation from nine (9) months to six (6) months before the start of the Trade Fair: 40% of the Participation Costs;
- in case of cancellation from six (6) months to one (1) month before the start of the Trade Fair: 65% of the Participation Costs;
- in case of cancellation within one (1) month before the start of the Trade Fair: 100% of the Participation Costs.

12.7 'Start of the Trade Fair' refers to the first construction day of the Trade Fair.
12.8 If an application for a payment moratorium or bankruptcy is made with respect to the Exhibitor at any time after the Contract has been concluded, the Contract can be dissolved by FHI through the simple occurrence of the above, and the Exhibitor will remain liable for the full Participation Costs and the other costs incurred by or through FHI at its request in connection with its participation, without prejudice to FHI's right to claim costs, damages and interest.
12.9 Cancellation or dissolution under this article can never constitute grounds for the reimbursement by FHI of any costs incurred or loss suffered by the Exhibitor.

LIABILITY

Article 13

13.1 The provisions of these Terms and Conditions apply correspondingly to the third parties used by the Exhibitor in connection with its trade fair participation, such as the Exhibitor's suppliers or co-exhibitors.

13.2 The Exhibitor guarantees to FHI and the Accommodation Provider and will remain jointly and severally liable at all times for compliance with the provisions of the Contract, these Terms and Conditions and all other regulations and instructions, including in any case the Accommodation Provider's Accommodation Regulations.

13.3 If the Exhibitor fails to comply (properly and in time) with any provision of these Terms and Conditions, the Contract, the Manual or any other regulation or instruction given, FHI is entitled to take all steps which it deems necessary, including but not restricted to:

a. denying access to the (set-up of the) trade fair;
b. closing the Exhibitor's Stand and/or removing certain goods from it and storing, disposing of and/or destroying them at the Exhibitor's risk and expense;
c. excluding the Exhibitor from participation in future trade fairs;
d. terminating the supply of electricity, gas and water with immediate effect.

All this is without prejudice to the Exhibitor's obligation to pay the full Participation Costs and all other costs.

13.4 The Exhibitor is liable for all loss suffered by FHI as a result of a shortcoming attributable to the Exhibitor and/or a third party engaged by it, including the failure to comply (properly and in time) with any provision of these Terms and Conditions and/or other regulations and instructions. The Exhibitor indemnifies FHI with respect to claims from third parties, including the Accommodation Provider.

13.5 FHI will take the steps it deems necessary to protect the Exhibitor's goods present at the Trade Fair. However, these will remain at the Exhibitor's expense and risk.

13.6 The Exhibitor is required to insure its property and possessions against (fire and water) damage, loss and theft during the trade fair period and the set-up and breakdown period for the Trade Fair.

13.7 FHI is not liable for any loss suffered directly or indirectly by the Exhibitor, its personnel or visitors - including consequential loss, loss of profits and loss resulting from theft, destruction or any other cause - unless intent or gross negligence on its part can be shown in this regard.

13.8 FHI is not liable for any loss suffered directly or indirectly by the Exhibitor, its personnel or visitors resulting from a failure to comply (properly and in time) with the requirements of these Terms and Conditions and/or other regulations and instructions.

13.9 FHI is not liable for loss suffered by the Exhibitor which is the result of the failure to comply with any obligation arising from a contract concluded between the Exhibitor and a third party (including the Accommodation Provider) with regard to the supply of services in connection with the Exhibitor's trade fair participation.

PRIVACY

Article 14

14.1 In the execution of the Contract of participation, personal data will be exchanged between FHI and Exhibitor. Both parties are Controllers with regard to their own processing of this personal data within the meaning of the applicable privacy regulations, including the General Data Protection Regulation (GDPR).

14.2 Exhibitor and FHI will process the personal data carefully and in accordance with the applicable laws and regulations in the field of protection of the personal data, including the GDPR. The parties will, among other things, ensure appropriate technical and organizational measures to secure the personal data. The Exhibitor follows the written instructions of FHI in this regard as further specified in the terms and conditions of use visitor file of the Trade Fair.

14.3 From the moment of receipt of personal data from FHI up to and including the provision of personal data to FHI, the Exhibitor is responsible for the correct compliance with all applicable laws and regulations in the field of personal data protection.

14.4 The Exhibitor will only process the personal data it has received from FHI in the context of the Contract of participation, such as via badge scans during a Trade Fair visit, for the provision of the services as agreed with FHI.

14.5 The Exhibitor will under no circumstances and in no way provide these personal data to third parties, unless this provision is necessary for the execution of the Contract of participation with FHI or on the basis of a legal obligation. In that context, the Exhibitor undertakes to make the personal data inaccessible to those persons within its organization who do not necessarily need access to that personal data for the execution of the personal data.

14.6 In accordance with Articles 13 and 14 GDPR, Exhibitor will inform data subjects about their own processing of their personal data, including the provision to FHI

14.7 FHI informs the data subjects about its processing via its privacy statement which can be consulted via: www.fhi.nl/privacy

14.8 The Exhibitor and FHI will each handle a request or objection from a data subject in accordance with the applicable privacy regulations.
If the Exhibitor receives a request from a data subject that also relates to the processing of personal data by the other party, the Exhibitor will consult with FHI as soon as possible about the handling of that request.

14.9 If the Exhibitor is in any way aware of any investigation by a supervisory authority, such as the Dutch Data Protection Authority or the Netherlands Authority for Consumers and Markets, or any other reason that could lead to such an investigation with regard to the processing of personal data in the context of the Contract of participation, the Exhibitor will immediately inform FHI about this.

14.10 The Exhibitor indemnifies FHI against all claims, damages, costs, periodic penalty payments and fines, in and out of court, arising directly or indirectly from an attributable shortcoming in the fulfillment of the Contract of participation or a violation of the applicable laws and regulations in the field of personal data protection, including the GDPR and the Telecommunications Act.

14.11 The exhibitor shall ensure that its personnel concerned are bound by the conditions set out in this Contract.

14.12 The Exhibitor shall notify FHI of any breach of the security of personal data immediately and no later than 24 hours after the Exhibitor has become aware of it. Exhibitor makes this report to FHI: privacy@fhi.nl.

14.13 The exhibitor shall report to FHI at or as soon as possible after the notification referred to in the previous paragraph what the (suspected) cause of the infringement is, what the (as yet known and/or expected) consequence of the infringement is and what the proposed solution is. The impossibility of answering the questions referred to in this paragraph shall be without prejudice to the obligation to make the report to the FHI referred to herein.

CHANGES AND DISPUTES

Article 15

15.1 FHI reserves the right to amend these Terms and Conditions for the term of the Contract. The Exhibitor will be informed In Writing of such change.

15.2 In cases where these Conditions do not provide, FHI decides.

15.3 Disputes arising between FHI and an Exhibitor as a result of the Contract, the Terms and Conditions or any further agreement concluded between the Parties as a result of these which cannot be resolved amicably will be settled in accordance with Dutch law by the competent court in the court district where FHI is domiciled as the court of the first instance, with the proviso that if a particular court is designated as the mandatory competent court the dispute will be settled by the court thus designated as the court of the first instance.

15.4 The provisions of paragraph 2 of this article do not detract from FHI's right to submit a dispute to the court which is competent under the normal rules of jurisdiction, or to have it settled by means of arbitration or a binding ruling.