



GENERAL TERMS AND CONDITIONS FOR TRADE FAIR PARTICIPATION

World of Technology & Science 2022

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 the World of Technology & Science event as organised by FHI at its own expense and risk, for which the Contract has been 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 will usually describe the stand dimensions, the stand options (free stand construction or complete stand) and the desired sector.
- 1.6 Participation Costs: all costs owed to FHI by the Exhibitor relating to its trade fair participation, including costs of the Stand, the mandatory purchase of 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 FEDA: Federation of Drives & Automation.
- 1.9 FHI: FHI, Federation of Technology Branches and/or one of the industry organisation 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.
- 1.10 Registration Form: the online form in 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 and the Accommodation Rules of the Jaarbeurs.
- 1.11 Member: the natural person or corporate entity that is a member of FEDA, MACHEVO and/or an industry organisation affiliated with FHI.
- 1.12 MACHEVO: Machevo & Bulk Vereniging.
- 1.13 Co-exhibitor: the natural person or corporate entity that not itself concludes a Contract with FHI, but who exhibits or presents Products in another manner within the Stand of an Exhibitor.
- 1.14 Non-Member: the natural person or corporate entity that is not a member of FEDA, MACHEVO and/or an industry organisation affiliated with FHI.
- 1.15 Contract: the trade fair participation contract between FHI and the Exhibitor, including any amendment(s) agreed after the contract is concluded.
- 1.16 Parties: the Exhibitor and FHI together.
- 1.17 Party: one of the Parties.
- 1.18 In Writing: correspondence by fax, registered letter, bailiff's notification or standard post. This also includes correspondence by electronic medium (for example, via email or web form).
- 1.19 Stand: the stand space provided to the Exhibitor (free stand construction or complete stand), the location, stand dimensions and options of which are specified by FHI.
- 1.20 Conditions: these general terms and conditions for participation at the World of Technology & Science 2022 trade fair.

APPLICABILITY OF THE CONDITIONS, TITLES, AND LANGUAGE

Article 2

- 2.1 These Terms and Conditions apply to the Contract for participation in the Trade Fair and any additional products and services provided. 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 agreed 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 Terms and Conditions apply correspondingly to the third parties used by the Exhibitor in connection with its trade fair participation, such as 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 Agreement, these Conditions, the Accommodation Regulations of the Jaarbeurs, 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 In order to provide customers located in the Benelux with the best possible opportunity to study the sector and avoid any unnecessary costs for suppliers, FHI organises the Trade Fair, a trade fair in the field of industrial automation, drive technology, industrial electronics, industrial processing, and laboratory technology, including closely related equipment, accessories, devices and services, specifically for the use in (process) industry, laboratories, and technical-scientific education.
- 3.2 Exhibitors 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 at least involves regular compliance with financial obligations and not perpetrating acts that 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 to the Exhibitor in return for payment of the Participation Costs.
- 4.2 These Conditions and the Accommodation Rules of the Jaarbeurs are 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 signing the Registration Form, even if it has been signed by someone who is not an authorised signatory.
- 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, 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, trade fair days and disassembly.
- 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 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 four (4) 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 still have debts towards FHI at the time of registration, do not have to be accepted.
- 6.3 The registration for participation in the Trade Fair is binding.
- 6.4 At the latest within two (2) months after the closing date for the registration, the Exhibitors who registered on time will receive a Confirmation of Participation or a notification of exclusion of participation to the Trade Fair.
- 6.5 FHI will inform an Exhibitor In Writing, stating 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 determines the layout of the Trade Fair and the location, size, and measurements of the Stand allocated to the Exhibitor.
- 7.2 When determining the layout, FHI will take any preferences

- indicated by the Exhibitor into account where possible.
- 7.3 However, 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 three (3) months prior to the start of the Trade Fair.
- 7.5 The allocation of stands to the Exhibitors may only be changed, with the agreement of the Exhibitors involved in the change, in the following cases:
 - a. In exceptional cases, such as the sole discretion of FHI and possibly without agreement of the Exhibitors involved in the change;
 - b. As a result of force majeure;
 - c. In the case of a change in limited significance.
- 7.6 In no case can the Exhibitor claim any reimbursement of costs incurred or loss suffered in the event of a review as described in this article.
- 7.7 Cancellation by the Exhibitor is only possible based on Article 12.

STAND SET-UP AND BREAKDOWN

Article 8

- 8.1 The Exhibitor will be given the opportunity to set up the Stand it was allocated at least two (2) days before the start of the Trade Fair, subject to what has been stipulated in this regard by FHI, the competent authorities and the Accommodation Provider. 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, etc.
- 8.2 When ordering (additional) offered services and goods, the Exhibitor undertakes to pay the associated costs.
- 8.3 In order to avoid imbalances between Stands of Exhibitors, FHI has decided to apply stand construction regulations. This means that the height of the stand is subject to a maximum and rules:
 - a. The recommended height is equal to the standard height of the wooden stand: 2.75 metres.
 - b. The maximum allowable construction height, including any (elevated) wooden floors (deck), is 3.00 metres.
 - c. Every stand design with a construction height of more than 3.00 metres must be submitted to FHI In Writing, stating height measurements, at the latest six (6) weeks before the Stand is built. The Exhibitor will receive a reply In Writing at the latest three weeks after receipt of the request. The Stand may only be built after approval In Writing.
 - d. Dispensation will only be granted up to a maximum height of 6.00 metres, including floors, only where:
 - this structure is at least at a distance of 1.00 metre from (a) neighbouring stand(s). The structure may also be placed closer than 1.00 metres exclusively in consultation with FHI and the express and Written permission of the neighbouring stand(s);
 - the floor area of this structure is not more than 20% of the total stand area;
 - the height of the hall will allow for such a structure height.
 - e. All outer surfaces of any parts of a structure higher than 2.75 metres must be finished in white (painted white or a white cloth). No exhibitor (company) logos may be displayed here and cables must be concealed (i.e. out of sight). If agreed with the directly adjacent stands, logos of these directly adjacent stands may be placed on the outside.
 - f. The aisle side of a stand may not be fully walled. No more than 50% of an open aisle side may be fully walled.

- g. When installing ceilings, the top of the stand ceiling must also be neatly finished. Suspended ceilings (only if attached to the building's roof structure) are permitted following approval by the organiser and Mansveld, the contractor that will install the suspension wires (see Suspension wires). In all situations not covered by these regulations, the board of FHI will decide.
- 8.4 Stands with multiple floors are allowed subject to certain conditions. Each stand design of multiple floors must be submitted to FHI In Writing, stating the specifications on drawings, at the latest six (6) weeks before the Stand is built. The Exhibitor will receive a reply In Writing at the latest three weeks after receipt of the request. The stand may only be built following Written permission from FHI.
- 8.5 When designing the stand (space), the Exhibitor must observe the provisions of these general terms and conditions, the conditions issued by the Accommodation Provider, and any regulations imposed by the government and fire services.
- 8.6 It is strictly forbidden to leave behind or use roller containers to dump any rough stand construction material, such as large wooden walls, friezes and floor covering.
- 8.7 The Exhibitor will be given the opportunity to clear its Stand after the end of the Trade Fair.
- 8.8 If the Stand used by the Exhibitor is not cleared on time, or if it 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 materials (flyers, brochures, leaflets, price lists, catalogues, circulars etc.) on their Stand for the Products stocked by them.
- 9.2 Forms of advertising including, but not limited to, leaving behind and handing out materials (flyers, brochures, etc.) at catering facilities, tables, reception desks and other areas outside the Exhibitor's Stand, are not permitted.
- 9.3 It is also prohibited to distribute advertising materials in whatever shape or form in the buildings and/or in the (parking) areas of the Accommodation Provider, with the exception of the central corridor (which entrance connects East to West) of the Trade Fair accommodation, such subject to the terms and conditions as established by FHI and the written permission of FHI.
- 9.4 FHI can prohibit particular forms of publicity or other sales promotion tools in whatever form.
- 9.5 FHI must give prior Written permission for the projection of images and the amplification of sound in any other manner than listed in Article 11.
- 9.6 If the Exhibitor refers to Products which it offers in its publicity, it can only refer to those Products which both fall within its regular range and which fall within the Trade Fair's exhibition programme.
- 9.7 FHI will refrain from any involvement in disputes between Exhibitors, including disputes concerning intellectual property rights.
- 9.8 Without prejudice to the provisions of paragraph 7, 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.
- 9.9 The Exhibitor must prove at FHI's request that it is entitled to display the Products in question and/or to use the name or brand in question. If this shows that the Exhibitor acts in violation of 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.
- 9.10 Exhibitors cannot derive any rights with respect to FHI from the provisions of this article.

USE OF TRADE FAIR NAME, IMAGE, LOGO

Article 10

- 10.1 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.
- 10.2 If the provisions of paragraph 1 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 allocated Stand in a manner in keeping with the purpose for which it has been allocated.
- 11.2 The Exhibitor is also prohibited from:
- Selling any Product with simultaneous delivery of the sold Product;
 - Making drawings, reproductions or photographic recordings within a Stand allocated to a third party;
 - 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;
 - 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.;
 - Offering food and/or drink to the public for payment;
 - Carrying out activities (outside the Stand) which cause nuisance to other Exhibitors;
 - 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 visitors, other than with prior permission from FHI In Writing;
 - Leaving the Stand unmanned during the opening times;
 - Displaying names, brands or products on the Stand which in FHI's exclusive judgement could lead to confusion;
 - Using audio or sound amplification before 16:00 without the Written permission from FHI. Permission must have been granted at least 2 weeks before construction. Using music or sound amplification exceeding the threshold of 75 dB (measured at the edge of the Stand). FHI always reserve the right to revoke its permission in case of (noise) nuisance.

PARTICIPATION COSTS, PAYMENT, CANCELLATION, DISSOLUTION

Article 12

- 12.1 Participation Costs are determined by FHI.
- 12.2 FHI applies different rates for participation in the Trade Fair: in each case 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 invoicing.
- 12.4 FHI has the right to invoice as soon as the Exhibitor has registered or the Contract has been concluded.

- 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 Exhibitors for whom experience has shown at a previous trade fair in which they participated that they have not settled bills within the stipulated periods and where collection has only taken place after repeated demands can be asked to pay an advance equal to the total amount charged to them for the previous trade fair before they are accepted as an Exhibitor.
- 12.7 The Exhibitor can cancel his registration or the Agreement In Writing. The date on which FHI receives the letter/e-mail determines the time of the cancellation. Cancellation is only possible subject to the following payment plan:
- for cancellation after registration up to one (1) week after the Confirmation of Participation: 20% of the Participation Costs
 - for cancellation one (1) week after the Confirmation of Participation up to three (3) weeks after the draft floor plan is sent: 40% of the Participation Costs;
 - for cancellation after expiry of three (3) weeks after the provision of the draft floor plan up to one (1) month before the start of the Trade Fair: 65% of the Participation Costs;
 - for cancellation within one (1) month prior to the start of the Trade Fair: 100% of the Participation Costs.
- 12.8 'Start of the Trade Fair' refers to the first set-up date for the Trade Fair.
- 12.9 Contrary to the above, FHI reserves the right, at all times, to charge the Exhibitor the full Participation Costs if the allocated Stand cannot be re-allocated to another Exhibitor.
- 12.10 If an application for a suspension of payments 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.
- 12.11 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 Exhibitor guarantees to FHI and the Accommodation Provider and will remain jointly and severally liable at all times for compliance with the provisions of these Terms and Conditions and all other regulations and instructions, including in any case the Accommodation Provider's Regulations.
- 13.2 If the Exhibitor fails to comply (properly and on time) with any provision of the Contract, these conditions, 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. Denying the Exhibitor participation to the Trade Fair and/or any subsequent trade fairs;
 - d. Terminating the supply of electricity, gas and water with immediate effect. All this without prejudice to the Exhibitor's obligation to pay the full Participation Costs and all other costs.

- 13.3 The Exhibitor is liable for all loss suffered by FHI as a result of a shortcoming attributable to the Exhibitor, including the failure to comply (properly and on time) with any provision of this Contract and/or 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.
- 13.4 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.
- 13.5 The Exhibitor is required to take out adequate insurance for its property and possessions against (fire and water) damage, loss and theft during the trade fair period and the set-up and disassembly period for the Trade Fair.
- 13.6 FHI is not liable for any damage suffered directly or indirectly by the Exhibitor, its personnel or visitors, including consequential damage, loss of profits and damage resulting from theft, destruction or any other cause, unless FHI can be accused of intent or gross negligence in this regard.
- 13.7 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 on time) with the requirements of these Terms and Conditions and/or other regulations and instructions.
- 13.8 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 delivery of (additional) products and services in connection with the Exhibitor's trade fair participation.

PRIVACY

Article 14

- 14.1 Personal data will be exchanged between FHI and the Exhibitor during the implementation of the Participation Agreement. Both parties will be considered the Controllers with respect to their own processing operations concerning these Personal Data within the meaning of applicable privacy regulations, including the General Data Protection Regulation (GDPR).
- 14.2 The Exhibitor and FHI will process the personal data with care and in accordance with applicable laws and regulations in the field of the protection of personal data, including the GDPR. The Parties will, among other things, arrange suitable technical and organisational measures to secure the personal data. In this respect, the Exhibitor will observe the written instructions given by FHI as set out in the terms of use governing the visitor file of the Trade Fair.
- 14.3 The Exhibitor will from the moment it receives the personal data from FHI up to the provision of personal data to FHI be responsible for proper compliance with all applicable laws and regulations in the field of the protection of personal data.
- 14.4 The Exhibitor will exclusively process any personal data it receives from FHI in the context of the Participation Agreement, such as through badge scans during a trade fair visit, for the provision of the services agreed with FHI.
- 14.5 The Exhibitor will never share these personal data with third parties in any way, unless this disclosure is necessary for the implementation of the Participation Agreement concluded with FHI or based on a statutory obligation. In this context, the Exhibitor undertakes to make the personal data inaccessible to persons within its organisation who do not require access to these personal data for the implementation.
- 14.6 The Exhibitor will inform data subjects of its processing of their personal data, including the provision to FHI, in accordance with Articles 13 and 14 GDPR.

- 14.7 FHI will inform the data subjects about its processing operations using its privacy statement, available through www.fhi.nl/privacy.
- 14.8 The Exhibitor and FHI will both independently handle any requests or objections by a data subject in accordance with applicable privacy regulations. If the Exhibitor receives a request from a data subject that also concerns the processing of personal data by the other party, the Exhibitor will discuss the handling of this request with FHI as soon as possible.
- 14.9 The Exhibitor will immediately inform FHI if the former in any way becomes aware of an investigation by a regulator, such as the Dutch Data Protection Authority or the Netherlands Authority for Consumers and Markets (ACM), or of another ground which could lead to such investigation concerning the processing of personal data in the context of the Participation Agreement.
- 14.10 The Exhibitor indemnifies FHI against any claims, damage, costs, fines, and penalties, judicially and extra-judicially, that directly or indirectly arise from an attributable shortcoming in the fulfilment of the Participation Agreement or a violation of applicable laws and regulations in the field of the protection of personal data, including the GDPR and the Dutch Telecommunications Act.
- 14.11 The Exhibitor will ensure that its involved staff is bound to the conditions set out in this agreement.
- 14.12 The Exhibitor will immediately inform FHI of any breach of the security of personal data within 24 hours after it has discovered this breach. The Exhibitor will submit this report to FHI: privacy@fhi.nl.
- 14.13 The Exhibitor will inform FHI of the (suspected) cause of the breach, the (currently known and/or expected) consequences of the breach, and the suggested solution at the same time as or as soon as possible after the notification set out in the previous paragraph. The inability to answer the questions set out in this paragraph does not affect the obligation to notify FHI in the manner set out above.

AMENDMENTS AND DISPUTES

Article 15

- 15.1 FHI reserves the right to amend these Terms and Conditions for the term of the Agreement. The Exhibitor will be informed In Writing of such change.
- 15.2 FHI will take a decision on all matters not covered by these Terms and Conditions.
- 15.3 FHI may set up an appeals committee for the Trade Fair.
- 15.4 Any disputes as a result of the Contract, the Terms and Conditions or any further resulting agreements concluded between the Parties will be settled by means of a binding decision of the appeals committee referred to in paragraph 3, unless FHI chooses to have the dispute settled by the competent court in the court district where FHI is domiciled, as the court of first instance, (provided 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 first instance).
- 15.5 The composition, duties and procedures of the appeals committee will be laid down by FHI in the trade fair's appeals committee terms and conditions.
- 15.6 Any disputes arising between FHI and an Exhibitor will be settled according to the laws of the Netherlands.