



General terms and conditions for trade fair participation World of Industry, Technology & Science 2024

DEFINITIONS

Article 1

- 1.1. Accommodation Provider: the natural person or legal entity who rents to FHI the space where the Trade Fair is held.
- 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 the World of Industry, Technology & Science 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 will normally describe the stand location, the stand measurements, the stand options (free stand construction or complete stand) and the desired world.
- 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: Federatie Aandrijven en Automatiseren [Federation of Drives & Automation].
- 1.9. FHI: Federatie van Technologiebranches [Federation of Technology Branches]
- 1.10. Registration Form: the online form with which the Exhibitor indicates that he wishes to participate in the Trade Fair and declares that it has taken note of and agrees to the applicability and content of the Conditions and the most current Accommodation regulations of Jaarbeurs.
- 1.11. Member: the natural person or corporate entity that is a member of FEDA, MACHEVO and/or a FHI-affiliated branche organisation
- 1.12. MACHEVO: Machevo & Bulk Vereniging [Machevo & Bulk Association].
- 1.13. Co-exhibitor: the natural person or legal 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 FHI-affiliated branche organisation.
- 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 registered letter, bailiffs writ or regular mail. This also includes correspondence by electronic medium (for example by email or web form)
- 1.19. Stand: the stand space made available to the Exhibitor (free stand construction, complete stand or pavilion part), the location, stand size and options of which are indicated by FHI.

- 1.20. Conditions: these general terms and conditions for trade fair participation World of Industry, Technology & Science 2024.

APPLICABILITY OF THE CONDITIONS, TITLES AND LANGUAGE

Article 2

- 2.1. These Conditions apply to the Contract to participate in the Trade Fair and any additional products and services supplied. The applicability of any conditions used by the Exhibitor is expressly excluded.
- 2.2. Deviations from these Conditions only apply if these have been agreed In Writing.
- 2.3. If one or more provisions in the Conditions are invalid at any time or might become invalid, the remaining provisions of the Conditions will continue to apply in full.
- 2.4. The provisions of these 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 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 Conditions.
- 2.7. These Conditions formulated in Dutch will prevail over the Conditions translated into English or any other language.
- 2.8. In all cases not covered by these Conditions, FHI will decide.

TRADE FAIR POLICY

Article 3

- 3.1. With the intention of providing customers located in the Benelux with an optimum orientation opportunity and avoid any unnecessary costs for suppliers, FHI organizes the Trade Fair, a trade fair in the field of industrial automation, motion & drives technology, industrial electronics and laboratory technology, including closely related equipment, accessories, devices and services, especially 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 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 means that FHI, against payment of the Participation Costs, will make a specific Stand available to the Exhibitor for the period of the Trade Fair.
- 4.2. These Conditions and the Jaarbeurs Accommodation Regulations 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 fulfilment of all obligations resulting from entering into the Contract.
- 4.6. The Exhibitor declares that it will accept all the consequences of the registration arising from the signing the Registration Form, even if the signing was done by a person who is not authorized to sign.
- 4.7. After submitting the Registration Form signed by the Exhibitor, the Exhibitor can only cancel its registration in accordance with the provisions of article 12.
- 4.8. The Exhibitor cannot rely on the fact that its registration was accepted orally.

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, due to, in the opinion of FHI, special (unforeseen) circumstances and/or force majeure, to change established dates, times and/or the Exhibition accommodation, or to decide not to allow the exhibition to take place.
- 5.3. The Exhibitor is entitled to terminate the Contract in whole or in part for a period of two (2) weeks after notification of a change as referred in paragraph 2 of this article. This without prejudice to its obligations to pay the costs already incurred on its behalf.
- 5.4. In that case, the Exhibitor will be notified In Writing by FHI of the costs referred to in paragraph 3 of this article.
- 5.5. Under no circumstances can the Exhibitor claim any compensation from FHI for damage in connection with a decision in accordance with paragraph 2 of this article.

ALLOCATION AND REGISTRATION

Article 6

- 6.1. FHI pre-organizes the exhibition map with blank stand locations, with corresponding size and dimensions.
- 6.2. The classification referred to in paragraph 1 of this article will be announced at least eleven (11) months before the start of the Fair.
- 6.3. The Exhibitor selects a still available stand location on the exhibition map. The Exhibitor then registers via the Registration Form.

- 6.4. The stand location requested by the Exhibitor will be confirmed, if available, via Confirmation of Participation.
- 6.5. FHI is entitled to revise the layout of the Fair before the start of the Fair and thereby to change the stand space allocated to the Exhibitor or to change or regroup groups. Under no circumstances can the Exhibitor claim any compensation for costs incurred or damage suffered in the event of a revision as referred to in this article.
- 6.6. Cancellation by the Exhibitor can only take place on the basis of Article 12.

PROCESSING OF REGISTRATIONS

Article 7

- 7.1 The closing date for registration is four (4) months before the opening of the Trade Fair.
- 7.2 Registrations submitted after the above closing date FHI have been received, registrations that become dependent of allocating an area of certain dimensions or a certain place or of complying with other special requirements/conditions, as well as registrations from Exhibitors at the time of register still have debts to FHI, of which the payment term has expired, do not need to be processed.
- 7.3 Registration for participation in the Trade Fair is binding.
- 7.4 No later than two (2) months after the closing date for the registration, the Exhibitors who registered in time will receive a Confirmation of Participation or a notification of exclusion of participation to the Trade Fair.
- 7.5 FHI will notify an Exhibitor In Writing, stating the reasons, why it is excluded from participation.
- 7.6 Under no circumstances can the Exhibitor be entitled to a refusal on the grounds of refusal of admission to claim any compensation costs incurred or damage suffered

STAND SET-UP AND DISASSEMBLY

Article 8

- 8.1. FHI will provide the Exhibitor with at least two (2) days in advance of the event with entry tickets for its stand crew and personnel and third parties involved in the set-up and disassembly of the Stand. Exhibitors will receive information relating to the Stand (design), opening times, delivery and removal of goods, safety regulations, electricity, gas and water, requests for tickets and publicity material etc.
- 8.2. When ordering 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 stand walls in wood: 2.75 metres.
 - b. The maximum allowable construction height, including any wooden floors, 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 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. Any elevated structures of more than 2.75 metres must be finished in white on all outer surfaces. These may not show any company logos and cables must be concealed (read: out of sight). In accordance with the immediately adjacent stands, logos of the immediately adjacent stands may be placed on the outsides.
 - f. It is not allowed to install a closed wall on an aisle side of a stand. An open aisle side may only be closed off for 50%.
 - g. When installing ceilings, the top of the stand ceiling must also be neatly finished. Free-hanging ceilings (only connected to the roof structure of the building) are permitted after approval by the organization and company Mansveld, which must install the hanging wires (see Hanging wires). In situations not provided for by these regulations, the FHI board decides.
- 8.4. Storey stands are allowed under certain conditions. Each stand design with multiple floors must be submitted in writing to FHI by means of drawings no later than six (6) weeks before the execution with specified specifications. No later than three weeks after receipt of the application, the Exhibitor will receive a written answer. The stand can only be constructed after written approval from FHI.
- 8.5. When setting up the Stand (space), the Exhibitor must comply with the provisions of these Terms and Conditions, the regulations issued by the Accommodation Lessor and government and fire brigade regulations.
- 8.6. The leaving or dumping in roll containers of coarse stand construction material, such as large wood bulkheads, friezes and floor coverings is strictly prohibited.
- 8.7. After the closing of the Fair, the Exhibitor will be given the opportunity to vacate his Stand.
- 8.8. If the Stand used by the Exhibitor has not been evacuated in time or if it is not delivered in the condition in which it was made available to him, or if waste is left behind by the Exhibitor after demolition of the Fair, FHI is authorized to make the necessary provisions at the expense and risk of the Exhibitor.

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's prior permission In Writing is required for projecting images, amplifying sound and placing moving items other 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 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 not entitled to exhibit Articles and/or to use a certain name and trademark indication, if this infringes the rights of third parties.
- 9.9 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 that 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.

SPECIAL 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:
 - 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 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 (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 visitors, 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 16.00 hours, unless the Exhibitor has written permission from FHI. Permission must be granted at least 2 weeks before the construction. To use music or sound amplification that exceeds the 75dB limit (measured at the edge of the Stand). FHI always reserves the right to withdraw 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 to 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 the 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 Contract, provided that the cancellation or termination is made In Writing. In addition, the date of receipt by FHI of the letter/e-mail determines the time of cancellation. Cancellation is only possible with due observance of the following payment arrangement:
 - 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.
- 12.8 '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 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.
 - 12.11 Cancellation or dissolution on the basis of this article is never possible give rise to reimbursement by FHI of any kind costs incurred or damage 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 in 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 in 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 in this matter against any 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 in 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 supply of (additional) products and services in connection with the Exhibitor's trade fair participation.

PRIVACY

Artikel 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.

DISPUTES

Article 15

- 15.1 FHI reserves the right to change these Conditions during the term of the Contract of participation. Such a change will be notified in writing to the exhibitor.
- 15.2 In cases not provided for in these Conditions, FHI decides.
- 15.3 FHI may set up an appeals committee for the Trade Fair.
- 15.4 Any disputes as a result of the Contract, the 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 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 Dutch law.