

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 Array Publications and exhibitors regarding the stand space(s) and any additional products and services of Array Publications. The general terms and conditions may be varied from only if expressly confirmed in writing by Array Publications. The applicability of any general terms and conditions used by the exhibitor is hereby expressly excluded.
2. Array Publications: the private company Array Publications 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 Array Publications.
4. Co-exhibitor: The natural person or legal entity that does not conclude a participation agreement with Array Publications himself, but exhibits products or presents itself otherwise within the exhibitor's stand space;
5. Venue lessor: The natural person or legal entity that leases Array Publications space where exhibitions are held.
6. Exhibition venue: The space where the exhibition takes place, as made available by the venue lessor;
7. Quotation: the provisional reservation of a specific stand space made by Array Publications in writing.

Array Publications has the right to withdraw the quotation at all times as long as no participation agreement has been made with the exhibitor.

8. Confirmation of participation: the written confirmation drawn up and sent by Array Publications further to the binding registration form submitted by the exhibitor or to acknowledge receipt of the quotation signed 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.

9. Binding registration form: The document by which the exhibitor indicates its intention to participate in the fair and declares it has taken note of and agrees to the applicability of these general terms and conditions. Array Publications 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.

10. Participation agreement: The agreement between Array Publications and the exhibitor that arises from a) the signing of the quotation by the exhibitor or b) the despatch of a confirmation of participation by Array Publications based on the binding registration form submitted by the exhibitor to Array Publications.

11. Exhibition: The (trade) exhibition, show, demonstration or event that is the subject of the participation agreement.

12. Products: The goods displayed at the exhibition by the exhibitor and/or services supplied by the exhibitor.

13. Stand space: The specific floor area expressed in square metres made available to the exhibitor, the location, size and type of which is specified by Array Publications.

14. Participation fee: all costs payable to Array Publications 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 Array Publications, against payment of the participation fee, for the period of the exhibition concerned, assigns a specific stand space to the exhibitor.

2. These Terms and Conditions form an integral part of the participation agreement.

3. In case the participation agreement relates to several stand spaces, the provisions contained herein shall apply to each individual stand space.

4. 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 Array Publications in writing.

5. The exhibitor is fully responsible and liable for compliance with all obligations resulting from the conclusion of the participation agreement.

6. 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.

7. 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'.

8. If Array Publications has stipulated a term for submission of a document by the exhibitor, the date of receipt of the document by Array Publications will be decisive.

9. Upon submission of the signed binding registration form or the quotation signed by the exhibitor, the exhibitor may cancel his registration only in one of the cases listed in article 6.

10. The exhibitor cannot rely on verbal acceptance of his registration.

11. The exhibitor may not transfer his registration to a third party.

12. Without prejudice to the provisions contained in article 20.1, these Terms and Conditions govern the legal relationship between Array Publications 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. Array Publications 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. If, in the opinion of Array Publications, special circumstances so justify, Array Publications is entitled to change the established dates, times and/or venue or to decide to abandon an exhibition.

3. The 'special circumstances' referred to in the previous clause include market conditions and all other circumstances that in the opinion of Array Publications, having weighed the various interests, may undermine the success of the exhibition.

4. Upon changes in the established dates, times and/or venue the participation agreement remains fully effective.

5. 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 Array Publications in the confirmation of participation. The site, floor space and type of stand space allocated by Array Publications will be binding.

2. In determining the site, floor space and type of stand space referred to in the previous paragraph, Array Publications will consider the preferences expressed by the exhibitor as much as possible.

3. In case of special circumstances, Array Publications 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, Array Publications 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.

4. All costs to be made by the exhibitor relating to the reallocation of stand space, as stipulated by paragraph 3 of this Article, will be at the exhibitor's expense.

5. 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 fourteen days of the invoice date without any discount or setoff.
2. Array Publications 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 Array Publications 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 Array Publications for payment of all costs relating to his participation.
5. In the event of late payment of any sum payable to Array Publications 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. Array Publications 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 Array Publications (in full) prior to the commencement of the set-up period, despite a written or verbal notice or notice of default, Array Publications 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 Array Publications 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. Besides the grounds mentioned in paragraphs 2 to 4 inclusive of this article, the exhibitor may cancel his registration by submission of the binding registration form or participation agreement only with due observance of the following payment schedule:

- Cancellation up to 547 days (1.5 years) before the commencement of the exhibition: 25% of the participation fee;
- Cancellation from 547 up to 365 days (1 year) before the commencement of the exhibition: 50% of the participation fee;
- Cancellation from 365 up to 182 days (0.5 year) before the commencement of the exhibition: 75% of the participation fee;
- Cancellation from 182 days up to the day of the commencement of the exhibition: 100% of the 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. If after a reallocation of stand space by Array Publications, Array Publications does not offer the exhibitor a comparable stand space (in accordance with the criteria stipulated in article 4.4), the exhibitor has the right to cancel the participation agreement free of charge. Cancellation shall be effected in writing by registered letter within 14 working days from the date of the written proposal by Array Publications containing the alternative stand space(s).

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 Terms and Conditions / version 9.1 agreement may be terminated by Array Publications 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 Array Publications at the exhibitor's request, without prejudice to Array Publications' right to claim costs, compensation for loss and damage incurred and interest.

4. If at any time after the conclusion of the participation agreement Array Publications has sound reasons to assume that the exhibitor's participation in the exhibition will somehow prejudice Array Publications, the exhibition or other exhibitors, Array Publications 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 Array Publications at his request in connection with his participation, without prejudice to Array Publications' 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 Array Publications to the exhibitor for any costs incurred or loss or damage sustained.

Article 7 Additional products and services

1. Array Publications can offer additional products and services for the exhibition, whether or not against payment.

Such additional products and services may include stand construction packages and other services, or publicity services, such as the compilation of a (digital) catalogue, the staging of various forms of publicity inside or outside the exhibition venue and the organisation of various activities.

2. These Terms and Conditions apply also to any additional products or services supplied by, or on behalf of Array Publications. 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, Array Publications 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 Array Publications – also fall under the exhibition programme of the exhibition concerned.

5. Any data generated by the use of services of VNU Exhibitions or any third parties selected by Array Publications for the exhibitor or any data generated by the exhibitor using these services may be used by Array Publications. 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 of personal data.

THE EXHIBITION

Article 8 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 Array Publications, 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 Array Publications for approval by the date specified by Array Publications at the latest. Only after such approval has been obtained may the setup be commenced. Array Publications reserves the right to withhold its approval, without stating reasons if necessary.

5. The stand shall have a standard height of 250 cm. Both sides of the stand shall be finished up to their full height.

6. Unless the exhibitor has been allocated a corner stand, head-of-aisle or island stand, the exhibitor shall install a rear wall and two sidewalls. Corner, peninsula or island stands shall be designed as such. In corner stands the installation of a rear wall is mandatory. In island stands

each aisle side may be built up fully in conformity with the provisions contained in paragraph 7.

7. Fixtures and components will be permitted up to 50 % maximum, with a restriction of 5 metres, of the walls exposed to aisles.

8. Regarding the stand construction Array Publications reserves the right to issue alternative instructions.

9. Array Publications will demarcate the stand space by means of markings on the floor and may also post an identification sign on the stand. The place and manner of demarcation or signposting will be determined by Array Publications. The exhibitor may not remove, relocate or alter such identifications.

10. If in the opinion of Array Publications the design and/or setup of the stand space is likely to be not completed by the end of the set-up period Array Publications has the right to take whatever measures it deems fit at the exhibitor's risk and expense.

Article 9 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. Array Publications rejects all liability for damage to or loss or

theft of products from the exhibitor.

4. Array Publications will refrain from any involvement in any disputes between exhibitors, including disputes regarding intellectual property rights.

5. Without prejudice to the provisions contained in paragraph 4, 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 Array Publications 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 Array Publications, Array Publications 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 Array Publications for costs incurred or loss or damage sustained.

7. Other exhibitors cannot derive any rights towards Array Publications from the provisions contained in paragraphs 5 and 6.

Article 10 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 Array Publications.

c) use open, flowing, spraying and/or atomised water to

demonstrate products in or near the stand space, unless with the express consent of Array Publications 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 Array Publications.

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 or over 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 Array Publications.

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 Array Publications, 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 Array Publications, 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 Array Publications' 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 11 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. In deviation from the above the exhibitor may provide small refreshments to visitors to the stand space.

Article 12 Licences and exemptions

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

Article 13 Packaging

1. For the duration of an exhibition Array Publications may provide space for the storage of empty packaging cases.

2. Array Publications will provide packaging labels free of charge. Empty packaging cases stored in the areas designated by Array Publications shall bear such packaging labels.

Article 14 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. Array Publications does not accept goods on the exhibitor's behalf nor is Array Publications in any way liable for such goods.

Article 15 Cleaning

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

Article 16 Disposal of waste

1. The exhibitor is required to arrange for waste disposal in accordance with the instructions issued by the venue lessor.
2. Array Publications has the right to charge the exhibitor for the disposal of any waste left behind by the exhibitor.

Article 17 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 Array Publications 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.
4. The provisions of this article concerning the breakdown of the stand do not apply if the exhibitor has purchased stand construction as part of a stand construction package.

FINAL PROVISIONS

Article 18 Intellectual property rights

1. Array Publications 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. Array Publications 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 Array Publications. 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 Array Publications, immediately cease the use of the trademarks and/or images concerned.

Article 19 Additional instructions and deviations from the Terms and Conditions

1. Array Publications 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 Array Publications 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 Array Publications, the venue lessor or the government, the exhibitor shall contact Array Publications. Array Publications 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 20 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 Array Publications 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 19.

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 19 Array Publications 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 Array Publications.

4. The exhibitor is liable for any (in) direct losses incurred by Array Publications 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 19. The exhibitor indemnifies Array Publications against any related claims by third parties.

5. The exhibitor is to take out adequate insurance to cover his participation in the exhibition.

6. Array Publications 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 Array Publications.

7. Array Publications 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 noncompliance, late or inadequate compliance with any of these Terms and Conditions or any of the regulations referred to in article 19.

8. Array Publications 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.

Article 21 Changes and disputes

1. Array Publications reserves the right to change these Terms and Conditions during the term of the participation agreement. Array Publications 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 Array Publications.

3. All disputes that arise between Array Publications 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 Utrecht.

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. Array Publications is a trade name of Array Publications B.V. Array Publications has its registered office in Alphen aan den Rijn and is registered with the Chamber of Commerce in Leiden under number 28051396.

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