

RAI EXHIBITIONS' STANDARD TERMS AND CONDITIONS FOR EVENT PARTICIPATION

These Standard Terms and Conditions for Event Participation apply to participation in exhibitions organised by (or in cooperation with) RAI Exhibitions.

ARTICLE 1 – DEFINITIONS

The terms used in these Standard Terms and Conditions for Event Participation have the following meanings, unless other written agreements have been made in this respect. In these terms and conditions references to the singular include the plural and vice versa and references to the masculine, feminine and neuter genders include all other genders, in so far as the text requires.

- 1.1 **Rules & Regulations:** the RAI Rules & Regulations which contain the rules for the use of the Exhibition Building or, where another venue is made available to Amsterdam RAI, the rules applicable to this other venue. The Rules & Regulations can be consulted online 24/7 at the Exhibition Management Portal and also at www.rai.nl (under the headings 'Organisers' and 'Exhibitors').
- 1.2 **Standard Terms and Conditions:** these RAI Exhibitions' Standard Terms and Conditions for Event Participation.
- 1.3 **Amsterdam RAI:** Amsterdam RAI B.V. (a Dutch private limited liability company), which has its place of business at Europaplein 8, 1078 GZ, Amsterdam, the Netherlands, and is registered in the Trade Register of the Chamber of Commerce under number 34192575.
- 1.4 **Participant:** each natural or legal person who has applied by means of an Application Form to be a Participant in the Event and with whom the Organisers have entered into a Participation Agreement.
- 1.5 **Participant's Platform:** an online portal for the Participant containing important information about participation in the Event. A link is also available here to Amsterdam RAI's digital webshop where the Participant can order all kinds of products and services for the stand.
- 1.6 **Participation Costs:** the costs payable by the Participant to the Organisers and comprising the Application Fee, Stand Hire and, if applicable, Stand Build-up.
- 1.7 **Participation Agreement:** the agreement between the Participant and the Organisers on the basis of which the Participant is entitled to take part as such in the Event.
- 1.8 **Conditions of Participation:** the entirety of the Specific Exhibition Terms and Conditions I and II, these Standard Terms and Conditions and the Rules & Regulations.
- 1.9 **Event:** the exhibition, trade fair or other event to be put on by or in cooperation with Amsterdam RAI, whether or not in the Amsterdam RAI Convention Centre in Amsterdam.
- 1.10 **Applicant:** each natural or legal person who has applied by means of an Application Form to be a Participant in the Event, regardless of whether this application has been accepted by the Organisers.
- 1.11 **Application Form:** the form by which a potential participant applies to be a Participant in the Event.

- 1.12 **Application Fee:** the amount of the down payment owed by the Applicant to the Organisers for his application to take part in the Event.
- 1.13 **Organisers:** Amsterdam RAI, RAI Exhibitions Division, whether or not under the auspices of and/or in association with one or more natural or legal persons.
- 1.14 **RAI Exhibitions:** the division of Amsterdam RAI that is responsible for organising national and international consumer exhibitions and trade fairs.
- 1.15 **Specific Exhibition Terms and Conditions:** the written 'Specific Exhibition Terms and Conditions I' and the 'Specific Exhibition Terms and Conditions II'.
- 1.16 **Stand Build-up:** the construction and fitting out of the stand, including the provision of gas, water, water drainage, power supply, telephone and other data communication connections at the stand.
- 1.17 **Stand Hire:** the hiring by the Participant of such number of square metres of stand space in the Exhibition Building as is fixed by the Organisers and, when the occasion arises, the (stand hire) costs owed in this connection. The (stand) hire charge is calculated per square metre of hired stand space.
- 1.18 **Exhibition Building:** the Amsterdam RAI Convention Centre in Amsterdam or any other venue made available to Amsterdam RAI, together with the accompanying sites.

ARTICLE 2 – APPLICATION

- 2.1 A natural or legal person wishing to participate in the Event should submit an application for this purpose. Application to participate in the Event should be made by means of an Application Form which is available through Amsterdam RAI's online application module.
- 2.2 Conditional applications are not possible, other than with the prior express and written consent of the Organisers.
- 2.3 The Applicant warrants to the Organisers that the data supplied on the Application Form, including the data about the Participant's duly authorised representative and contact, are correct. Any incorrect data or unauthorised signatures are at the expense and risk of the Applicant.
- 2.4 The Organisers will enter the data obtained by them from the Applicant in a database kept by them for this purpose. By submitting an application the Applicant authorises the use and storage of the data supplied by him. The Organisers may use these data for the organisation and processing of the Event and for publication for exhibition-related purposes through the catalogue, website, etc. Where the processing of data does not relate to the organisation and processing of the Event the Applicant may retract his consent at any time by sending a letter to the Organisers.
- 2.5 The Participation Agreement is concluded solely by acceptance by the Organisers of the application, whereupon the Applicant becomes a Participant. Such acceptance is confirmed by Amsterdam RAI by e-mail sent to the Applicant/Participant and marked for the attention of the contact and duly authorised representative referred to in the Application Form.
- 2.6 After allocation of the stand space the Participant receives his user name and password. Using them, the Participant can visit the Participant's Platform, where he can access all important information about the exhibition concerned including the Conditions of Participation. The Standard Terms and Conditions and the Rules & Regulations may be

- consulted by interested parties 24/7 at www.rai.nl (under the headings Exhibitors and Organisers).
- 2.7 When giving notice of the Stand Space the Organisers state the location, type and dimensions of the stand space hired by the Participant. In allocating the stand space the Organisers will take as much account as possible of the preferences of the Participant. The allocation of the stand space is binding on the Participant as regards both the dimensions of the stand space and the location in the Exhibition Building.
- 2.8 Applications which cannot be accepted immediately owing to lack of space may be put on a waiting list. A decision on these applications is taken before the opening of the Event. Locations that fall free as a result of cancellation will be allocated in the same manner.
- 2.9 The Organisers reserve the right to refuse an application as they see fit. In addition, the Organisers reserve the right to grant priority as regards acceptance of applications to members of the associations or organisations acting as joint organisers, provided that membership of such associations or organisations is open to undertakings of all EU member states on the basis of equality.
- 2.10 If the application is refused by the Organisers any payments (including down payments) will be refunded. If an allocation of stand space is later cancelled by the Organisers, the Application Fee will not be refunded.
- 2.11 If the Applicant/Participant has a complaint about the service provided by the Organisers, he will give immediate written notice of this to the Organisers so that they can, if necessary and possible, remedy the complaint.

ARTICLE 3 – CANCELLATION

- 3.1 An application that has been lodged and accepted may be unilaterally retracted in writing by the Participant free of charge within five (5) days of the confirmatory e-mail from the Organisers. After the five (5) days have passed the application may no longer be unilaterally retracted or altered by the Participant, regardless of whether the retraction or alteration relates to the Stand Hire or to any related Stand Build-up. If an Applicant wishes to cancel or alter an application after the above-mentioned period of five (5) days has elapsed, he must send a written request to this effect to the Organisers by registered letter. The Organisers may grant a request for cancellation of the application (including an alteration involving a reduction in the number of square metres of stand space), on condition that the Applicant in any event pays the following cancellation fee, which is based on a fixed percentage of the Participation Costs:
- upon cancellation more than 365 days before the first exhibition build-up day: 15% of the Participation Costs;
 - upon cancellation in the period from 365 to 183 days before the first build-up day of the Event: 50% of the Participation Costs;
 - upon cancellation in the period from 182 to 63 days before the first build-up day of the Event: 75% of the Participation Costs;
 - upon cancellation in the period from 62 to 32 days before the first build-up day of the Event: 100% of the Participation Costs;
 - upon cancellation in the period up to and including 31 days before the first build-up day of the Event: 120% of the Participation Costs;

or such higher amount as is due in the Organisers' opinion as compensation for the costs incurred and yet to be incurred as a result of the cancellation. In the event of cancellation the Applicant will always owe the Application Fee, unless the application is cancelled correctly as described in the first sentence of this paragraph 3.1 within five (5) days of confirmation by the Organisers.

- 3.2 If the Participant is unable to take part in the Event owing to special circumstances beyond his control (this being a matter for assessment by the Organisers), the Organisers may terminate the Participation Agreement at the request of the Participant. In such a case the Organisers are entitled to invoice or withhold 25% of the Participation Costs. The Participant will also owe all costs which the Organisers have incurred or will have to incur in connection with his application.
- 3.3 The VAT owed on the fees referred to in article 3.1 will also be charged.

ARTICLE 4 – RESERVATION OF THE RIGHT TO MAKE CHANGES

- 4.1 The Organisers reserve the right at all times to change the dates and times of the Event specified in the Conditions of Participation, the stand space, stand type and/or stand location allocated to the Participant or, in very exceptional circumstances, the concept of the Event or to cancel the Event due to special circumstances or if the organisation of the Event so requires. In such cases the Participant will not be entitled to claim compensation for any costs incurred and/or loss or damage suffered as a result.
- 4.2 Changes to dates, times, stand space, stand type and/or stand location or to the concept of the Event as referred to in article 4.1 will not entitle the Participant to cancel his application wholly or partly. Article 3 will continue to apply in full.
- 4.3 If the Event is cancelled, the application, the Participation Agreement and any allocation of stand space already made will be treated as having lapsed and the payments made by the Participant to the Organisers, with the exception of the Application Fee, will be refunded after deduction of the costs already incurred by the Organisers in respect of the Event. Such costs will be wholly or partly apportioned among the Participants on a pro rata basis according to the stand space applied for by or, as the case may be, allocated to them. This refund will be made within sixty (60) days of the date on which the Organisers decide to cancel the Event.

ARTICLE 5 – ADMISSION PRICES AND ADMISSION TICKETS

- 5.1 The Organisers may fix a basic admission price for the Event, which in that case will be specified in the Specific Exhibition Terms and Conditions.
- 5.2 The Participants in the Event will be provided free of charge with a number of participant cards, which will provide continuous admission to the Event. How many participant cards are issued is a matter for the Organisers to decide.
- 5.3 The participant cards referred to in article 5.2 and article 14.1 are strictly personal and may be applied for and made available only to persons who belong to the Participant's business or organisation, or third parties engaged by the Participant, unless agreed otherwise in writing with the Organisers. The Participant warrants that the participant cards will be used only as described above and will not be made available to other third parties – whether or not in consideration of payment of the costs.

- 5.4 Other personal continuous admission tickets will be available in consideration of payment of a price to be fixed by the Organisers. The Organisers may provide that the participant cards and/or other 'continuous' admission tickets must bear a photograph of the holder showing a good likeness.

ARTICLE 6 – EXHIBITION PROGRAMME AND PARTICIPANTS

- 6.1 The goods and services described in the Specific Exhibition Terms and Conditions may be exhibited at the Event. The Organisers have the right to refuse goods and services or immediately remove goods and services – or arrange for their removal – from the Event without owing any damages in this respect and without having to give reasons, even if the goods and services in question are as stated on the Application Form and/or in the Specific Exhibition Terms and Conditions. Any costs incurred in this connection will be borne by the Participant.
- 6.2 The Organisers are entitled to take photographs and/or make film recordings of the Event and the stands and persons present there for the marketing purposes of the Organisers. The Participant and staff used by the Participant must permit publication of the photographs and recordings.

ARTICLE 7 – PAYMENT OBLIGATIONS

- 7.1 The Participant owes the Application Fee specified in the Specific Exhibition Terms and Conditions, the other Participation Costs and any other amounts specified in the Specific Exhibition Terms and Conditions. Payment must be made at the latest on the due date of the relevant invoice(s). All amounts owed will be increased by the VAT due on them.
- 7.2 With the exception of the Application Fee (which will be charged all at once) the Participation Costs will be invoiced in two (2) instalments prior to the Event. The first instalment will be twenty-five (25) percent of the Participation Costs, and the second instalment will be the remainder of the Participation Costs, unless provided otherwise in the Specific Exhibition Terms and Conditions. For the purpose of calculating the Stand Hire charge, part of a square metre will be treated as a full square metre.
- 7.3 If a Participant has not paid in full the amounts owed by him within the periods stipulated for such payments, article 14 will apply in full. In such a case the Participant may not claim a refund of amounts already paid.
- 7.4 If the Participant considers that he does not owe all or part of an invoice, he should inform the Organisers in writing, giving reasons, within thirty (30) days of the date of the invoice, failing which any right to reduction of the invoice amount will lapse.
- 7.5 The Organisers are entitled to set off payments made by a Participant first of all against any outstanding debts of the Participant from previous Events.

ARTICLE 8 – BUILD-UP

- 8.1 The Participant should construct and fit out the stand on the allocated stand location in accordance with the relevant provisions in the Conditions of Participation, including the legislation and regulations to which reference is made in the Rules & Regulations, and with any other instructions of the Organisers.

- 8.2 If the Participant intends to build his own stand, a design of the stand (in the form of a clear scale drawing or on the basis of a scale model accompanied by a single scale drawing) must have been submitted to the Organisers for approval by no later than the date specified in the Specific Exhibition Terms and Conditions. The Organisers have the right to refuse to approve this design. In such a case the Participant should modify the design of the stand within a period specified by the Organisers in such a way that approval can be granted after all.
- 8.3 The Organisers may terminate the Participation Agreement without warning or notice of default if:
- the Participant has not claimed the allocated stand space in good time, or
 - it becomes clear at an earlier stage that the Participant will not claim the allocated stand space in good time.
- In such a case the Organisers are not obliged to refund payments already received, without prejudice to the obligation of the Participant to pay the amounts still owed.

ARTICLE 9 – VACATION AND BREAKDOWN

- 9.1 When vacating, dismantling and cleaning his stand in the Exhibition Building, the Participant must strictly comply with the relevant rules in the Conditions of Participation, including the relevant provisions of the Rules & Regulations relating, for example, to the sorting and removal of waste and rubbish. If the Participant fails to perform his obligations in this respect, the Organisers will be entitled to remove the waste or rubbish (or have it removed) in accordance with the relevant regulations.
- 9.2 The Participant is obliged after the end of the Event to restore the stand space hired by him to its original condition. Any damage to the stand space and/or the Exhibition Building will be borne by the Participant.
- 9.3 The goods of the Participant that are still present in the Exhibition Building after the period or periods referred to in article 10.1 may be stored or destroyed at the expense and risk of the Participant.

ARTICLE 10 – USE OF STAND SPACE AND EXHIBITION BUILDING

- 10.1 The Participant may have access to the Exhibition Building solely for the purpose of constructing, fitting out, using and dismantling the stand (or arranging for it to be constructed, fitted out, used and dismantled) during such period or periods as are specified in the Specific Exhibition Terms and Conditions, unless expressly agreed otherwise in writing between the Participant and the Organisers.
- 10.2 The Participant is obliged strictly to comply with the instructions given by or on behalf of the Organisers, the Municipality of Amsterdam, the fire service and other authorities relating to the use of the stand space and the Exhibition Building.
- 10.3 The gangways must be kept entirely free during the build-up and breakdown of the stand and during the Event. The Organisers are entitled to clear the gangways and keep them clear (or arrange for this to be done) at the expense of the Participant.
- 10.4 Unless expressly agreed otherwise in writing with the Organisers, the Participant is not permitted, among other things, to:
- a) hire out or part with possession of all or part of the stand space occupied by him to third parties, or exchange it with another Participant;

- b) keep the stand occupied by him closed or unstaffed during the time in which the Event is open to visitors or to cover and/or remove the exhibited goods or part thereof;
 - c) engage in activities which, in the opinion of the Organisers, cause damage to or detract from the Event as such, or one or more participants, visitors, groups of visitors or third parties;
 - d) engage in activities that cause damage or nuisance to the Organisers, participants and/or visitors, namely noise nuisance, obstruction of light or view or nuisance in any other form;
 - e) engage in activities that prejudice or are likely to prejudice fair competition;
 - f) project images, amplify speech by means of loudspeakers, and play music (live or otherwise) and/or make sounds that reach the limit of seventy-five decibels (75dB(A)) (measured at the perimeter of the stand), without the express, written approval of the Organisers in advance;
 - g) make changes in or to the Exhibition Building, for instance by gluing, painting, hacking in, breaking, drilling, nailing or otherwise damaging floors, walls, ceilings, columns and so forth;
 - h) offer or advertise – at or from the stand – goods and services that are not listed by name in the application form or have been refused or removed on the instructions of the Organisers;
 - i) sell goods or services during the Event in such a way that the goods or services concerned are handed over immediately or almost immediately;
 - j) exchange parts and accessories of exhibited goods (or arrange for their exchange) in the Exhibition Building;
 - k) place or hand out goods and/or advertising material (flyers) of any kind whatsoever outside the stand space occupied by him;
 - l) use the partition walls of the adjacent stands;
 - m) exhibit or otherwise use open, flowing, sprayed and/or atomised liquids at or in the vicinity of the stand during the Event, without the prior written approval of the Organisers;
 - n) have any flammable or explosive substances, gases and hazardous goods (including chemical pesticides and insecticides), foul-smelling substances or radioactive sources in the Exhibition Building and/or have any open fires;
 - o) bring food and/or drinks into the Exhibition Building or cause the same to be done, and/or stock or sell them and/or distribute them free of charge, unless they have been purchased from Amsterdam RAI Catering and the provisions of the Code of Conduct on the Provision of Alcoholic Drinks have been observed;
 - p) organise lotteries, hold competitions or peddle wares like a market trader; in the case of lotteries and competitions, the Participant must in any event himself arrange for the necessary licences and permits and must strictly observe the applicable statutory and other regulations;
 - q) conduct or arrange for surveys among visitors to and Participants in the Event, other than within his own stand space.
- 10.5 The ultimate and final decision on the use of the stand space and/or the Exhibition Building by the Participant rests with the Organisers.

- 10.6 Smoking is not permitted in the Exhibition Building. Any fines for infringements of the Tobacco Act (*Tabakswet*) within the stand space and other areas and sites of the Exhibition Building will be borne by the Participant.

ARTICLE 11 – INTELLECTUAL PROPERTY RIGHTS

- 11.1 The Participant is not permitted to display, offer and/or sell any goods in the Exhibition Building which infringe the intellectual property rights of a third party. For this purpose intellectual property rights are deemed to include any patent, trademark, design right, copyright, know-how or domain name (or application for the same).
- 11.2 At the request of the Organisers, the Participant must show without delay – and in any event within twelve (12) hours of such request – that he is not infringing anyone else's intellectual property rights. If the Participant is unable to show this, the Organisers are entitled to remove the goods concerned (or have them removed) at the expense and risk of the Participant and take whatever other measures that they consider necessary, without prejudice to the provisions of article 14.
- 11.3 The Organisers are the owners of the intellectual property rights relating to the Event. The Organisers may grant written permission to Participants and other third parties to use these intellectual property rights in such manner as the Organisers may prescribe.

ARTICLE 12 – CATALOGUE

A catalogue may be published and/or an Internet site may be set up by or on behalf of the Organisers on the basis of the information supplied by the Participants. The Participant is obliged to provide this information before a date made known to him by the Organisers, failing which the information will not be included in the catalogue and/or on the Internet site. Failure to provide the information in time or in full will be at the expense and risk of the Participant. The Organisers and the editors appointed by them will not be liable for any errors, defects or omissions in the catalogue and/or on the Internet site, unless there has been gross negligence or intent on the part of the Organisers (and/or third parties used by the Organisers).

ARTICLE 13 – RISK AND LIABILITY / FOREIGN NATIONALS (EMPLOYMENT) ACT

- 13.1 Goods, including their packaging, present in the Exhibition Building are at the expense and risk of the Participant. The Organisers do not concern themselves with and are not responsible for the insuring the goods.
- 13.2 The Participant is responsible for obtaining the requisite licences and permits for his participation in the exhibition and for his event-related activities and for complying with the legislation and regulations applicable to its activities. Information about a number of relevant licences is included in the Rules & Regulations.
- 13.3 The Organisers are not liable for any loss or damage suffered directly or indirectly by the Participant, by his personnel, by persons working on the instructions of the Participant, by the holders of participation cards and/or continuous admission tickets issued to the Participant or by his visitors, unless there has been intent or gross negligence on the part of the Organisers.

- 13.4 The Participant is liable for and must take out adequate insurance against any and all loss or damage of any nature whatever that is caused by acts or omissions of the Participant himself, his personnel, persons who work for him or on his instructions in any way whatever, and holders of participant cards and/or continuous admission tickets issued to the Participant, and for loss or damage which is caused in any way by his goods.
- 13.5 The Participant indemnifies the Organisers against any and all claims that third parties may bring against the Organisers in connection with its acts or omissions.
- 13.6 The Organisers will refrain from intervening in any disputes to which they are not party, including but not limited to disputes between Participants and disputes between Participants and visitors.
- 13.7 Any liability of the Organisers is limited to the amount paid out under the terms of the relevant liability insurance of the Organisers, provided always that in the absence of cover RAI's liability will be limited to the Participation Costs owed by the Participant on the basis of his application.
- 13.8 The Participant expressly acknowledges that the Organisers are not responsible or liable for compliance with the Foreign Nationals (Employment) Act (*Wet arbeid vreemdelingen*) in respect of personnel and/or third parties used by or on behalf of the Participant and/or for any fines imposed on and/or claims brought against the Organisers pursuant to the Foreign Nationals (Employment) Act, irrespective of whether or not such fines and/or claims are justified.
- The Participant indemnifies the Organisers against any fines that may be imposed on and/or claims brought against the Organisers pursuant to the Foreign Nationals (Employment) Act as referred to in this paragraph. The Participant will bear the full risk of and have full responsibility and liability for such fines and/or claims in relation to the Organisers and also, insofar as possible, directly in relation to the body or bodies imposing the fines and/or bringing the claims.

ARTICLE 14 – NON-PERFORMANCE

- 14.1 Where a Participant, his personnel, persons working for or on the instructions of the Participant and holders of participation cards and/or continuous admission tickets issued to the Participant act in breach of any provision of the Conditions of Participation or fail to follow an instruction given by or on behalf of the Organisers, the Organisers are entitled, without recourse to the courts and, where necessary, at the expense of the Participant, to take whatever measures they see fit, including but not limited to the following:
- terminate all or part of the Participation Agreement, without the need for prior notice of default; and/or
 - cancel the participant cards and/or (continuous) admission tickets issued to the person or persons in question and bar such person(s) from the Event and/or the Exhibition Building with immediate effect; and/or
 - cancel or discontinue the stand build-up, close the stand or vacate all or part of the stand (or arrange for this to be done), and dispose of the space thus released or left unoccupied; and/or
 - keep possession of, store and, if necessary, destroy the goods of the Participant and anything constructed or installed by the Participant; and/or

- exclude the Participant concerned from participating in any other exhibitions to be organised; and/or
 - if the Participant fails to make payment in time or in full, charge the statutory commercial interest and extrajudicial costs of collection amounting to 15% of the principal owed.
- 14.2 This is without prejudice to the right of the Organisers to claim full compensation for any loss or damage suffered and/or yet to be suffered.

ARTICLE 15 – AMSTERDAM RAI'S UMBRELLA LICENCE / GENERAL MUNICIPAL BYE-LAW (APV)

- 15.1 Amsterdam RAI has an umbrella (i.e. a comprehensive) licence for the organisation of a wide range of activities as described in the Rules & Regulations. If a Participant wishes to organise an activity that is covered by the umbrella licence of Amsterdam RAI, he should request the consent of Amsterdam RAI. Amsterdam RAI will decide on the request as quickly as possible.
- 15.2 A Participant is deemed to have ascertained before making an application whether the activities he intends to organise require the consent of Amsterdam RAI. If the Participant fails to request the consent of the Organisers for an activity that comes within the scope of the umbrella licence, Amsterdam RAI may take immediate action to terminate the activity (or have it terminated) and may, as a last resort, rescind the Participation Agreement.
- 15.3 If Amsterdam RAI grants consent for the organisation of an activity, the Participant concerned – or a third party who makes use of such consent through the intermediary of the Participant – is obliged to comply with the conditions attached to the consent. These conditions (in the form of rules) will be notified in good time by Amsterdam RAI to the Participant.
- 15.4 A Participant – or a third party who makes use of such consent through the intermediary of the Participant – is obliged at all times to cooperate in any check on compliance with the conditions attached to the consent.
- 15.5 If a Participant – or a third party who makes use of such consent through the intermediary of the Participant – wholly or partly fails to comply with any condition attached to a consent, the participant will be fully liable for any loss or damage suffered by Amsterdam RAI as a consequence. Loss or damage includes for this purpose any sanctions imposed on Amsterdam RAI by or on behalf of the competent authority on account of breaches of or non-compliance with the licence granted to Amsterdam RAI.
- 15.6 Amsterdam RAI will not be liable for any loss or damage which the Participant – or a third party who makes use of such consent through the intermediary of the Participant – suffers as a consequence of the actions of Amsterdam RAI in monitoring compliance with the conditions attached to the consent or as a consequence of any enforcement action taken by the competent authority.
- 15.7 In so far as third parties who make use of such a consent through the intermediary of the Participant are subject to any obligation under the previous paragraphs of this article, the Participant is obliged to impose these obligations on such third parties in his contractual relations with them. The Participant indemnifies Amsterdam RAI against all claims of third parties which use or wish to use the consent, insofar as such claims are in any way connected with such matters as the granting or withholding of consent, the content of the consent, or the measures taken by Amsterdam RAI or the competent authority in

monitoring and enforcing the conditions attached to the consent. This is without prejudice to the liability of the Participant under the provisions of paragraph 5.

ARTICLE 16 – APPLICABILITY OF STANDARD TERMS AND CONDITIONS

- 16.1 If and in so far as any provision of the Standard Terms and Conditions is null and void or is avoided, the other provisions of the Standard Terms and Conditions will remain in force in full. The Organisers will then adopt a new provision to replace the provision that is null and void or has been declared avoided, taking account as far as possible of the tenor of the former provision.
- 16.2 The applicability of any standard or specific terms and conditions of the Participant is expressly rejected, notwithstanding any previous or subsequent reference to – or declaration of the applicability of – standard conditions of the Participant, for example on invoices.
- 16.3 In addition to the Standard Terms and Conditions, the Specific Exhibition Terms and Conditions and the Rules & Regulations are applicable. If and in so far as the Specific Exhibition Terms and Conditions conflict with the Standard Terms and Conditions, the Specific Exhibition Terms and Conditions will prevail unless expressly provided otherwise in writing.
- 16.4 The Standard Terms and Conditions may be derogated from only by means of a written document signed by the Organisers.

ARTICLE 17 – DISPUTES

- 17.1 The Conditions of Participation and all legal relations which may arise between the Organisers on the one hand and the Participant/Applicant on the other will be governed exclusively by Dutch law.
- 17.2 In the event of disputes resulting from the Conditions of Participation or legal relationships arising from them, the parties will first of all consult together in order to attempt to resolve this dispute by amicable means. If the parties do not succeed in this, a dispute as referred to above will be decided exclusively by the competent court in Amsterdam.
- 17.3 If, for any reason whatever, a Participant/Applicant does not have an address or place of residence known to the Organisers, the Participant will be deemed to have chosen the office of Amsterdam RAI at Europaplein 24, Amsterdam, the Netherlands, as its address for the service of all notices and the like which the Organisers may wish to give in connection with the Conditions of Participation and their implementation .

ARTICLE 18 – RESIDUAL PROVISION

- 18.1 The Organisers will decide on all matters for which the Conditions of Participation make no provision or in all cases in which they are deemed unclear.
- 18.2 This English text of the Conditions of Participation is a translation of the Dutch original. If the Dutch and English texts of the Conditions of Participation are unclear or mutually inconsistent the Dutch text will prevail.
- 18.3 The Standard Terms and Conditions for participation in exhibitions organised by (or in association with) Amsterdam RAI have been deposited at the Chamber of Commerce in Amsterdam.