



## **GENERAL TERM AND CONDITIONS - SHOWPROJECTS BV 2021**

*These terms and conditions were last updated on June 1st, 2021*

### **ARTICLE 1: GENERAL**

- 1.1 In these general and special conditions, the following terms are defined as indicated below, unless explicitly indicated otherwise:
  - Lessor: SHOWPROJECTS BV, the party using the general and special conditions.
  - Lessee: the (legal) person who concludes or has concluded an agreement with the lessor or its representative(s), authorised person(s) and successor(s) in title.
  - Agreement: the agreement between the lessor and the lessee.
- 1.2 All offers, agreements and the performance of these are governed exclusively by the present terms and conditions. Any deviations from these must be agreed explicitly with the lessor.
- 1.3 The applicability of any terms and conditions used by the lessee is explicitly excluded.
- 1.4 Any nullity or invalidity of one or more provisions of this agreement does not affect the validity and applicability of the other provisions of this agreement.
- 1.5 These general terms and special conditions are applicable unless the special conditions deviate from the general terms and conditions.

### **ARTICLE 2: OFFERS/ORDERS**

- 2.1 All offers made by the lessor in any form whatsoever are without obligation unless explicitly stated otherwise.
- 2.2 If an offer includes estimates, plans, catalogues or other documents, these continue to belong to the lessor at all times and these must be returned to the lessor upon the first request, postage paid. Without the lessor's permission, these may be neither copied nor made available to third parties for perusal.
- 2.3 The sending of offers and/or (other) documents does not entail that it is obligatory for the lessor to accept an order. The lessor will inform the lessee of acceptance as soon as possible, but at any rate within 14 days after receipt of the order.
- 2.4 The lessor reserves the right to refuse orders without giving any reasons for this.
- 2.5 The lessor reserves the right to refuse to make leased square metres available without an advance payment.
- 2.6 Offers or quotations do not apply to future orders.

### **ARTICLE 3: AGREEMENT**

- 3.1 Except for as provided below, an agreement with the lessor has only been concluded after the lessor has accepted or confirmed an order, in which case the confirmation date will be decisive.
- 3.2 Any supplementary arrangements or changes which may be agreed at a later stage, will only be binding upon the lessor if the lessor has confirmed these in writing.
- 3.3 Transactions that are of such a nature and size that no offer and/or offer confirmation is sent, the invoice is deemed to state the agreement correctly and fully, except for claims because of defects made within 7 days after the invoice has been sent.
- 3.4 Each agreement is entered into subject to the suspensive condition that the lessee appears - at the lessor's sole discretion - sufficiently creditworthy to fulfil the financial terms of the agreement.
- 3.5 Upon or after entering into the agreement, the lessor is entitled, before (continuing) performance, to require that the lessee provides security for the fulfilment of both the payment and the other obligations.
- 3.6 If the lessor considers it necessary or desirable in connection with the correct performance of the order placed with it, and after consultation with the lessee, the lessor is entitled to employ the services of other parties to perform the agreement, in which case the related costs will be passed on to the lessee in accordance with the quotations.

### **ARTICLE 4: PRICES**

- 4.1 Unless stated otherwise, the prices are based on a square meter price in euros. The fee for the price of the square metres is referred to as stallage.
- 4.2 If one or more of the cost price factors increases by more than 10% between the order and the performance of the agreement, the lessor is entitled to increase the stallage accordingly, all this with due observance of any statutory provisions applicable to this.



## **ARTICLE 5: CANCELLATION**

- 5.1 If, after the agreement has been concluded, the lessee would like to cancel it, the following percentages of the total rent will be charged as cancellation costs in the event of cancellation in the period of:
- more than 3 months before the beginning of the term of the lease, 25%
  - within 2 months before the beginning of the term of the lease, 50%
  - within 1 month before the beginning of the term of the lease, 100% of the total rent,
- without prejudice to the lessor's entitlement to full compensation, including loss of profit.
- 5.2 The lessor at all times reserves the right, due to special circumstances or if the organisation of the event so requires, to change the dates and times of the event specified in the conditions of participation, to change the stand space allocated to the lessee, to change the stand type and/or its location, without a lessee having the right to claim compensation for any damage.

## **ARTICLE 6: PAYMENT**

- 6.1 Unless agreed otherwise in writing, payment must be made in accordance with the terms indicated in the invoice. In the event of failure to pay the invoice on time, the lessee will be deemed to have asked the organisation to cancel the registration based on the cancellation provisions referred to in the general terms and conditions. See 5.1.
- 6.2 All payments made by the lessee will firstly be used for any interest and collection costs incurred by the lessor and subsequently for the oldest invoices outstanding.
- 6.3 In case the lessee:
- a. is declared bankrupt, assigns an estate, becomes subject to debt rescheduling by virtue of the Debt Rescheduling (Natural Persons) Act, files an application for a moratorium on payments, or else if all or a part of his property is attached, or in the event of liquidation;
  - b. dies or is placed in receivership;
  - c. fails to fulfil any obligation by which he is bound by virtue of the law or these terms;
  - d. proceeds with the discontinuation or transfer of his operations or an important part of these, including the contribution of his operations to a company which is to be incorporated or exists already, or else proceeds with a change in the objects of his business;
- the mere occurrence of one of the aforementioned circumstances entitles the lessor to either dissolve the agreement or to demand full payment of any amount due from the other party on the basis of the services rendered by the lessor immediately and without any warning or formal notice being required, all this without prejudice to the lessor's right to compensation of costs, losses and interest.

## **ARTICLE 7: INTEREST AND COSTS**

- 7.1 If there has been no payment within the agreed period, the lessee is in default by operation of law and as from the default date, he owes an interest of 1% per month or a part of same, unless the commercial interest is higher, in which case the commercial interest is applicable, over the amount still outstanding until the moment the amount has been settled in full.
- 7.2 If the lessee fails to fulfil his obligations (in time) or is in default in this respect, all reasonable costs incurred in order to obtain payment extra judicially will be for the lessee's account. The extrajudicial costs will be calculated in accordance with the collection rates recommended by the Netherlands Bar Association with respect to collection cases, with a minimum of € 350.
- 7.3 Any reasonable court and execution costs incurred will also be for the lessee's account.

## **SPECIAL LEASE PROVISIONS**

### **ARTICLE I: GENERAL**

- I.1 The lessor undertakes to make the agreed number of square metres available to the lessee for use under a lease, just like the lessee undertakes to accept these square metres from the lessor for use under a lease.
- I.2 The lessee undertakes to pay the agreed rent and the fees and costs arising from this agreement and to return the leased space when the term of the lease has ended, all this with due observance of the following provisions.



## **ARTICLE II: THE TERM OF THE LEASE**

- II.1 The lease is entered into for a term determined by the parties, which term will begin on the agreed date and ends on the agreed date. The leased space must be transferred in a good state.
  - II.2 In case of premature notice of termination of the leased space within the agreed term of the lease, the rent for the entire agreed term of the lease continues to be due, unless the parties agreed otherwise.
  - II.3 If the lessee does not begin to use the leased space on the agreed date for any reason whatsoever, the rent will nevertheless be due with respect to the entire agreed period and the leased space will be kept available at the lessee's expense and risk.
- If the lessee does not immediately begin using the leased space after a demand to that effect, the space is at the free disposal of the lessor, whereas the agreed rent continues to be due in full.
- II.4 The lessor reserves the right not to extend the agreed term of the lease after it has expired.
  - II.5 If the lease agreement has been concluded for an indefinite period, the lease agreement ends by written notice of termination from one of the parties to the other contracting party, with the due observance of a period of notice of 1 week.

## **ARTICLE III: AVAILABILITY**

- III.1 The lessor will ensure that the leased space satisfies any statutory provisions which may be applicable to it.
- III.2 The leased space will be made available from the beginning of the term of the lease. The lessee has the right to inspect the leased space. If the lessee does not exercise this right, the leased space will be deemed to have been made available in a good state, completely and as agreed.
- III.3 The lessee is liable for any damage to the premises or the goods which are on or in it.

## **ARTICLE IV: RISK OF THE LESSEE**

- IV.1 In case of damage, the lessee must limit the damage as much as possible. Each case of damage must be reported immediately to the lessor. In case of theft/vandalism, the lessee must immediately report this to the police on behalf of the lessor and submit a copy of the report to the lessor. The lessee is fully liable for any loss sustained by the lessor on account of any negligence on the part of the lessee in the matter of the duty to report.
- IV.2 Any loss sustained by the lessor on account of the lessee's failure to fulfil the agreed obligations will be for the lessee's account. Damage to the lessee's property will not be compensated by the lessor and is not included in the insurance.
- IV.3 The lessee will indemnify the lessor against all claims of third parties in connection with the leased objects.

## **ARTICLE V: USE**

- V.1 During the term of the lease, the lessee is obliged, with due care and attention, to use and maintain the leased square metres according to the nature and the designated use and to protect these against theft and damage.
- V.2 The lessee will keep the leased space clear from refuse and remove the refuse itself upon the termination of the lease.

## **ARTICLE VI: LIABILITY**

- VI.1 During the term of the lease, the leased square metres are exclusively and entirely at the lessee's risk.
- VI.2 The lessor has no further liability than as provided in these terms and conditions.
- VI.3 The lessor is not liable for any damage sustained by the lessee or third parties on account of force majeure such as the interruption of power, heat and water and any disruption in the lessor's business.
- VI.4 Any liability of the lessor to the lessee is limited to the amount paid by the lessor's insurance in connection with this liability, or at least limited to the agreed total rent. Any liability beyond the aforementioned amount or liability, which is not covered by insurance, is explicitly excluded.
- VI.5 Any claims for damage must be submitted to the lessor in writing immediately after the damage has arisen.
- VI.6 The limitations of liability for damage included in these general and special conditions do not apply if the damage is to be attributed to the intent or gross negligence of the lessor or his subordinates.

## **ARTICLE VII: DISSOLUTION**



If the lessee does not fulfil any obligation under this agreement or does not fulfil it in time or acts in contravention of it, he will be considered to be in default by operation of law and the lessor is entitled, without prejudice to the lessor's right to full compensation, to dissolve the agreement with immediate effect, without court intervention, by means of a single notification directed to the lessee. In that case, the lessee is obliged to immediately vacate the leased space.

## **COVID-19 CLAUSE**

### **CANCELLATION**

There is a chance that your participation in World of eMobility on 18,19 & 20 November 2021 may not take place, for example due to a sudden ban by the government in connection with COVID-19. Needless to say that SHOWPROJECTS BV will proceed on the basis of the local government's rules that apply from time to time, but in the event of uncertainty SHOWPROJECTS BV is always entitled to cancel or postpone the exhibition without being held accountable for additional cost or damages. In that case SHOWPROJECTS BV will exceptionally, contrary to the applicable general terms and conditions, refund the already paid participation fee, except for a compensation that covers expenditures already made that can no longer be refunded. Of course SHOWPROJECTS BV will try to limit such costs as much as possible.

In case of a government implemented total Lockdown, or a ban on organizing trade shows and events, and a consequent cancellation of World of eMobility:

- if this occurs before 10 November 2021, you will be charged 10% of the stand price.
- if this occurs after 10 November 2021, you will be charged 25% of the stand price.
- if this occurs during the event days, you will be charged 50% of the stand price.

SHOWPROJECTS BV accepts no liability for any costs made by the lessee; costs incurred by the lessee for the rental of goods, materials and services from third parties, must be settled directly between the lessee and the third party or third parties concerned.

If the event World of eMobility does take place, and you decide to cancel participation yourself because of COVID-19 circumstances, you must take into account the periods for cancellation mentioned in the general terms and conditions. See article 5.1.

## **FINAL CLAUSE OF THE GENERAL TERMS AND CONDITIONS**

### **APPLICABLE LAW**

All our offers, agreements and the performance of these are governed exclusively by Dutch law.

### **DISPUTES**

All disputes arising from or in connection with the agreement to which these terms and conditions apply, will be settled by the civil court of the place where the lessor has its registered office. The lessor nevertheless has the right to bring disputes before the court with jurisdiction according to the law.

SHOWPROJECTS BV  
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The Netherlands

[www.worldofemobility.com](http://www.worldofemobility.com)