

## **Article 1: Definitions**

1.1 In the General Terms and Conditions of Sale and Delivery for the benefit of Exhibition Services Companies, the following terms have the following meanings:

- 'Agreement': agreement between Cialona and the Client on the basis of which Cialona carries out an Assignment on the instruction of the Client;
- 'Assignment': assignment Cialona is to carry out for the Client pursuant to the Agreement, which includes providing services and supplying goods for sale and/or rent;
- 'Cialona': Cialona Expo B.V., registered at the Chamber of Commerce number 17106005 located at Helmond, The Netherlands;
- 'Client': every natural person who or legal entity that contacts Cialona in connection with possible entering into an Agreement, or has entered into an Agreement with Cialona;
- 'Design': work Cialona has performed in the carrying out of an Assignment, such as making drawings, sketches, models and scale models;
- 'Event': a fair, exhibition, congress, event or other form of Live Communication;
- 'General Terms and Conditions': these General Terms and Conditions;
- 'IP Rights': all (claims to obtain) intellectual property rights (such as copyrights, design rights, patent rights, trademark rights, trade name rights, database rights and claims arising from unfair competition), more specifically also (claims to obtain) intellectual property rights relating to any Design by Cialona;
- 'Live Communication': 'business to business' and 'business to consumer' events where individuals or groups (physically) come together, organised for the purpose of providing information, obtaining or imparting knowledge or preparing and/or conducting transactions;
- 'Party': Cialona or the Client individually;
- 'Parties': Cialona and the Client jointly;
- 'Written/In Writing': written/in writing or by email.

## **Article 2: Applicability**

2.1 The General Terms and Conditions apply to all offers, quotations and Agreements, as well as to all other legal relationships between the Parties in this connection.

2.2 Any derogations from and additions to the General Terms and Conditions are only valid if the Parties expressly agree on them In Writing. The agreed derogations or supplements will only apply once. If another Agreement is formed between the Parties at a later stage, this version of the General Terms and Conditions will apply.

2.3 In the event that a provision of the General Terms and Conditions is void or voided, or the Parties are unable to rely on it on other grounds, Cialona will have the right to replace this provision with a valid and enforceable provision, taking as much account as possible of the objective and purport of the original provision. In such case, the other provisions will continue to apply in full.

2.4 In the event of a discrepancy between the various language versions of these General Terms and Conditions, the text of the Dutch version will prevail over the translated versions.

## **Article 3: Tenders, formation of the Agreement and obligations of the Client**

3.1 Unless the quotation states otherwise, all quotations are valid for 30 (thirty) days.

3.2 Quotations are submitted In Writing.

3.3 The Agreement is only formed if the quotation is accepted, In Writing, within the term referred to in Article 3.1 and this acceptance has reached Cialona within the term referred to in Article 3.1.

3.4 If the acceptance contains reservations in respect of and/or changes to the original quotation submitted by Cialona, the Agreement will –in derogation from the provisions of paragraph 3 of this article – only be formed when Cialona has informed the Client, In Writing, that it agrees to these reservations and/or derogations.

3.5 A description of the Assignment is part of the quotation. If the description contains options for the manner in which the Assignment will be carried out, the Client must inform Cialona of the choice(s) made, before or upon acceptance of the quotation. If the

Client makes its choice(s) known after acceptance of the quotation, this will not bind Cialona unless it agrees to that itself. The Cialona is not liable for any loss the Client suffers in the event that Cialona does not agree to choice(s) made by the Client after acceptance.

3.6 Any arrangements or changes that are made at a later stage, as well as (oral) commitments made by and/or arrangements made with subordinates and/or employees of Cialona only bind Cialona after and insofar as Cialona has confirmed these In Writing.

3.7 The Client will see to it that Cialona is provided with any useful and essential information, documents and data that Cialona requires in the carrying out of the Assignment in due time. The Client is liable for any loss suffered by the Cialona and any additional costs Cialona incurs and/or has incurred as a result of not having the abovementioned information available in due time.

3.8 Unless the Parties agree otherwise In Writing, Cialona is not obliged to verify the correctness of the Assignment and/or notices, drawings, calculations, estimates etc. of the Client and – insofar as this is applicable – the functional suitability of the materials prescribed by or on behalf of the Client. The Client guarantees that the information it has provided to Cialona is correct and complete. The Client will always mark drawings, calculations and estimates with the date on which the Client issued them.

3.9 Cialona will under no circumstances be liable for shortcomings in the services that are due to incorrect or incomplete information received from the Client. The Client is liable for any loss arising from the fact that the information the Client has provided Cialona is incorrect or incomplete. The Client indemnifies Cialona against any third-party claims with regard to the use of drawings, calculations, estimates and other data provided by or on behalf of the Client.

3.10 Cialona will confirm the agreed additional work in Writing before performing it. Any objections against the contents of the Written confirmation must be submitted to Cialona In Writing. If the term between the Cialona's confirmation of the additional work and the performance thereof exceeds 8 (eight) days,

the Client must submit any objections against the additional work to Cialona no later than before the additional work is performed, In Writing. If the Client does not object within the relevant term, the Client will be deemed to have accepted (the correctness of the) Written confirmation of the additional work.

3.11 Unless the Parties have agreed otherwise In Writing, additional work will be performed at the prices that apply upon entry into the Agreement, with due observance of Article 5 of the General Terms and Conditions.

#### **Article 4: Cancellation or amendment**

4.1 The Client is not authorised to unilaterally cancel, terminate, dissolve or annul the agreement, except with the explicit written consent of Cialona. This clause also applies if Cialona is in default. In case of total or partial cancellation of an Agreement by the Client, Cialona is entitled to charge an immediately payable fee of at least 75% of the order value. If the complete or partial cancellation takes place within the time frame of 2 months before the start of the construction of the event, the Client is due to pay 100% of the (remaining) order value to Cialona.

4.2 Cialona can only cancel a quotation or Agreement if it communicates the intended cancellation to the Client, In Writing, no later than within 30 (thirty) calendar days of the quotation being submitted, or within 8 (eight) days of the Agreement being formed.

4.3 In the event of partial cancellation, the rest of the quotation or Agreement will remain intact.

#### **Article 5: Prices**

5.1 The prices for the Assignment are the prices indicated in the quotation, unless, after the formation of the Agreement but before the Assignment is carried out, there are circumstances that lead to a change in the prices.

5.2 Unless otherwise stated In Writing, the prices of Cialona are:

- based on the level of the purchase prices, freight charges, insurance premiums and other costs that apply at the time the quotation is submitted;
- based on delivery from the business address, warehouse or other storage space of Cialona;

- based on the wages, salaries and social insurance costs that apply at the time the quotation is submitted;
  - based on the prices of raw materials and auxiliary materials that apply at the time the quotation is submitted;- based on the prices third parties charge Cialona at the time the quotation is submitted;
  - any costs third parties incur after commencement of the Assignment and charge to Cialona within the framework of the Assignment, which will be at the Client's expense;
  - exclusive of VAT and any import and export duties, other taxes, levies and duties that apply in the Netherlands and abroad at the time;
  - stated in euros. Any exchange rate fluctuations are not charged on.
- 5.3 In the event of a change in circumstances or increase in one or more cost determining factor after submission of the quotation, Cialona is authorised to charge this change on to the Client. Cialona is only authorised to do so insofar as Cialona could not reasonably have been aware of the increase at the time of submission of the quotation. Cialona will announce a change in the agreed price In Writing, with a statement of the additional expenses.
- 5.4 In the event that Cialona increases the agreed prices as referred to in paragraph 3 of this article, the Client is authorised to terminate the Agreement, in full or in part, within 8 (eight) days of Cialona announcing this In Writing, by registered letter, and therefore without judicial intervention. In such case, Cialona will not be entitled to compensation. If Cialona has already complied with some of its obligations under the Agreement, it is authorised to invoice the part that has already been delivered or can be delivered to the Client separately, and the Client is obliged to pay such invoice.
- 5.5 In the case of combined quotations, there is no obligation to deliver part of the total performance for the amount stated in the quotation for the relevant part or a proportionate amount of the full price quoted.

## **Article 6: Costs and fees**

6.1 If no Agreement is formed, but the Client wishes to make full or partial use of the Design, whether in-house or through third parties, it is only allowed to do so if Cialona has given its

Written permission for that and the Client has paid the compensation to be determined by Cialona.

## **Article 7: Delivery**

7.1 The provision or delivery of the agreed services and goods starts at the time stated in the quotation or the Written confirmation as referred to in Article 3.4 of these General Terms and Conditions.

7.2 The delivery times indicated by Cialona are not final deadlines. The delivery times indicated by Cialona are based on the working conditions that apply at the time of submission of the quotation, or at the time of the confirmation as referred to in Article 3.4 of these General Terms and Conditions. If, for reasons beyond Cialona's control, there is a delay, the delivery times will be extended insofar as this is required. The delivery times will also be extended if the delay that arose on Cialona's side is due to the Client's failure to comply with any obligation under the Agreement or render the cooperation that may be expected of the Client.

7.3 If delivery cannot take place in the agreed manner due to causes that can be attributed to the Client, Cialona will be authorised to charge the associated costs to the Client.

## **Article 8: Inspection and completion of the Assignment**

8.1 The Client is obliged to inspect whether the Assignment has been carried out in accordance with the description of the Assignment. Cialona will inform the Client orally and In Writing when it expects the Assignment to be completed and when the inspection will take place.

8.2 During the inspection, any complaints must be communicated to Cialona without delay. If the complaint is considered justified, Cialona will remedy it within a reasonable term. After that, there will be another inspection in accordance with the conditions of Article 8.1.

8.3 The Assignment will be considered to have been completed and the Client will be deemed to have accepted it if the Client fails to attend the announced inspection or does not communicate complaints during the inspection.

#### **Article 9: Ownership**

9.1 Unless otherwise agreed In Writing, the goods delivered and/or made available within the framework of the carrying out of the Assignment will continue to be the property of Cialona after completion of the Assignment.

9.2 Unless otherwise agreed In Writing, the Client is obliged to return the goods referred to in paragraph 1 of this article to Cialona at its own expense, no later than within 12 (twelve) hours of the end of the Event. The goods must be in the condition these were in at the time of Cialona's delivery thereof.

9.3 In the event that the Parties have agreed that the ownership of the goods supplied within the framework of the Assignment will be transferred to the Client, the transfer of the ownership will take place when the Client has met its (payment) obligations under the Agreement and has satisfied any claims that arise from a failure to comply with this Agreement, including any loss, interest and costs that arise from that, in full.

9.4 For the duration of the period as referred to in paragraph 3 of this article, the Client is forbidden from disposing of, pledging or otherwise encumbering, renting out or lending out the goods supplied, or surrendering the control thereof in some other way, except within the framework of its normal business activities. The Client is obliged to store the goods supplied with due care, ensuring that these are recognisable as the property of the Cialona. In addition, the Client is obliged to adequately insure the goods supplied for the duration of this period.

9.5 If the Client fails to comply with its obligations as referred to in paragraph 3 of this article, Cialona is authorised to immediately retrieve the goods supplied (or have these retrieved) from the location at which these are located. The Client will cooperate in this and irrevocably authorises Cialona to enter any locations at which the property of Cialona is kept. Any costs

associated with the retrieval of those goods will be at the Client's expense. Cialona is also authorised to recover any damage to goods from the Client or charge any depreciation of the goods to the Client.

9.6 If third parties exercise rights in respect of goods Cialona has supplied subject to a retention of title, or the Client knows that third parties intend to exercise rights in respect of such goods, the Client will inform Cialona thereof without delay, In Writing. The Client is also obliged to inform the attaching party or third party, In Writing, of the fact that the relevant products are the property of Cialona, and to provide Cialona with a copy of the relevant notice.

#### **Article 10: Invoicing and payment**

10.1 Unless otherwise agreed In Writing, invoices must be paid within 30 (thirty) days of the invoice date.

10.2 Cialona is authorised to require the Client to pay the agreed price in advance, in full or in part. This advance payment must be made within the payment term stated in the invoice. As long as the requested advance payment has not been made, Cialona will not be obliged to perform (or continue with the performance of) the Agreement.

10.3 Payments must be made without discounts or set-off, unless Cialona expressly acknowledges a counter-claim or such counter-claim has been irrevocably established at law.

10.4 If the payment obligation as referred to in paragraphs 1 and 2 of this article is not complied with, the Client will be in default by operation of law. In such case, Cialona is authorised to suspend compliance with its obligations under the Agreement or terminate the Agreement in full or in part. In addition, Cialona will be authorised to – without any further notification or notice of default being required – charge an interest of 1.5% per month of the payable amount for the period in which the Client is in default, unless the statutory (commercial) interest is higher, in which case that interest applies. In this context, part of a month will be considered a whole month.

10.5 The claim from Cialona for payment by the Client becomes immediately due and payable as soon as:

- a. the payment term is exceeded;
- b. the Client has been declared bankrupt or put into liquidation or a petition to that end is submitted, or a moratorium is applied for;
- c. the Client, being a company, is dissolved or liquidated;
- d. the Client, being a natural person, applies for a granting of statutory debt adjustment, is placed under guardianship or passes away.

10.6 All legal and extrajudicial expenses Cialona incurs as a result of the Client's failure to comply with its (payment) obligations will be at the Client's expense.

#### **Article 11: Risk**

11.1 Following completion of the Assignment, that which has been delivered will be completely at the Client's expense and risk. The risk will revert back to Cialona upon delivery by the Client to Cialona in accordance with the provisions of Article 9.2 of these General Terms and Conditions.

11.2 The Client is obliged to report any disappearance, theft or loss of or damage to the goods of Cialona that were supplied within the framework of the Agreement to Cialona without delay, and is obliged to compensate any damage to those items in full, regardless of its cause.

11.3 Unless expressly otherwise agreed In Writing, the transport for the benefit of delivery to Cialona as referred to in Article 9.2 of these General Terms and Conditions will be at the Client's expense and risk. In such case, Cialona's liability for any damage is limited to a maximum of €100.00 per m<sup>3</sup>.

11.4 The Client must make goods of the Client that are intended to be used in the carrying out of the Assignment available to Cialona at Cialona's address or the location at which Cialona is to carry out the Assignment in due time. The Client is liable for any loss Cialona Company suffers as a result of a failure to make the relevant goods available or making these available in time, regardless of the cause thereof.

11.5 Cialona will only transport goods of the Client or – in the event of rental – a third party that are intended to be used in the carrying

out of the Assignment, as well as any goods of the Client or a third party that are intended to be displayed in, on or with the delivery, to the location of the Event if this has been agreed upon In Writing. Unless otherwise agreed In Writing, the costs of this transport will be at the Client's expense.

11.6 The transport of the goods referred to in Article 11.5 of these General Terms and Conditions, which includes loading and unloading these, will be completely at the Client's expense and risk.

11.7 In the event that Cialona transports goods of the Client at the same time as goods of Cialona, the Client is liable for any damage to Cialona's goods or means of transport, or any loss suffered by those in the Cialona's employment as a result of any defect in the goods of the Client.

11.8 The stay of the goods referred to in paragraph 4 and 5 of this article in the room in which the Event takes place is completely at the Client's expense and risk.

11.9 The costs of packing and unpacking, assembly and disassembly of the goods referred to in paragraph 4 of this article are at the Client's expense.

11.10 If storage with Cialona of the goods of which the Client has acquired the ownership in accordance with Article 9.3 of these General Terms and Conditions is part of the Agreement, the storage of the goods will be completely at the Client's expense and risk. Cialona is not liable for loss suffered by the Client as a result of disappearance or theft of or damage to those goods. The Client indemnifies Cialona against any third-party claims with regard to any loss caused by the goods of which the Client has acquired the ownership and are stored with Cialona

#### **Article 12: Liability**

12.1 Cialona is only liable for direct loss of the Client that arises during or on the occasion of the performance of the Agreement. Cialona's maximum total liability is limited to compensation of the amount stipulated for the Agreement (excl. VAT).

12.2 Cialona will under no circumstances be liable for indirect loss suffered by the Client. 'Indirect loss' must be understood to include – among others, though not exclusively –

consequential loss, lost profits, decreased goodwill, loss suffered and costs incurred, as well as lost assignments and lost savings, and loss due to interruptions in production and operations and business stagnation.

12.3 Cialona is not liable for loss caused by its subordinates and/or third parties it has engaged in the performance of the Agreement for whom it is liable under the law.

12.4 The limitations of liability as contained in this article do not apply if and insofar as Cialona's liability for the relevant loss is insured and a payment is made under the relevant insurance. In the event that an excess applies, the excess will be deducted from the amount for which Cialona is liable. However, Cialona is not obliged to exercise rights under that insurance if it is held liable by the Client.

12.5 The Client's claim for compensation is only payable after the Client has complied with all its payment obligations towards Cialona.

12.6 The Client indemnifies Cialona against all third-party claims with regard to the goods supplied by Cialona, regardless of the cause of the loss or the time at which it is suffered.

12.7 The preceding provisions are without prejudice to liability under mandatory law.

#### **Article 13: IP Rights**

13.1 Unless otherwise agreed In Writing, Cialona will retain all IP Rights, regardless of whether the Client has been charged for the creation thereof. Without prior written permission from Cialona, the Client is not permitted to perform the actions reserved by Cialona under intellectual property rights (such as manufacturing, reproducing, copying, using) or to have these performed by third parties.

13.2 The Client will under no circumstances contest or challenge Cialona's IP Rights, nor make attempts to register one or more of these rights, or otherwise obtain protection of these rights for its own benefit.

13.3 The Client will inform Cialona without delay if it becomes aware of a third party infringing or possibly infringing Cialona's intellectual property rights.

#### **Article 14: Force majeure**

14.1 Force majeure on the side of Cialona must be understood to mean Cialona being prevented from complying with its obligations under the Agreement as a result of circumstances that arise through no fault or outside of the control of Cialona, even if these could already be foreseen at the time of formation of the Agreement. Force majeure must in any case be understood to include – among other things – war/danger of war, terrorism or terrorist threats, civil war, uprisings, revolution, acts of war, fire, water damage, floods, pandemic, government measures, import and export barriers, defects in machinery, strikes, factory occupations, lockouts, limited transport options as a result of weather conditions and traffic disruptions, Cialona's suppliers and/or subcontractors not complying with their obligations, or not complying with these in time, disruptions in the supply of energy, water and (tele)communications services to Cialona's company and failures on the part of the organiser of the Event or the proprietor of the location of the Event to comply with an obligation.

14.2 As soon as a circumstance as referred to in paragraph 1 of this article arises or threatens to arise, Cialona will inform the Client thereof without delay, stating the expected consequences or that circumstance for compliance with its obligations.

14.3 Cialona is authorised to suspend compliance with its obligations in the event of and for the duration of the force-majeure situation. If the force-majeure situation lasts longer than two months and, as a result, compliance with Cialona's obligations under the Agreement is no longer possible, the Parties are authorised to terminate the Agreement, without this resulting in an obligation to pay compensation.

14.4 In the event that, as a result of force majeure, completion of the Assignment is delayed to such an extent that the Assignment cannot be completed before the start of the Event, the Parties are authorised to terminate the Agreement. In such case, Cialona is entitled to compensation of the costs it has incurred.

14.5 If, at the time the force-majeure situation arises, Cialona has already complied with some of its obligations under the Agreement or will only be able to comply with some of its obligations, it is authorised to invoice the part that has already been delivered or can be delivered to the Client separately, and the Client is obliged to pay such invoice.

**Article 15: Applicable law and competent court**

15.1 These General Terms and Conditions, all the Agreements and all the legal relationships between the Parties that arise from that or are associated with that are subject to Dutch law.

15.2 In the event of disputes between the Parties, the competent court in the district Oost Brabant has exclusive jurisdiction.