

# RULES OF PARTICIPATION BTEXPO 2010

## **1. Definition**

The « exhibitor », is referred to as the organisation or the company whose references can be found on the front of this order form, their staff, employees or representatives, and

The « organiser », is referred to as the limited company BTEXPO S.A. Rue Fernand Bernier 15 Box 12 at 1060 Brussels.

## **2. Subject**

This regulation relates to the special event organised by « BTEXPO SA», at Tour & Taxis, Brussels, on December 8<sup>th</sup> and 9<sup>th</sup> 2010, referred to hereafter as « trade fair ».

## **3. Admission**

In the light of the concept behind this trade fair, the organiser reserves the right to accept or decline any request to attend. Likewise, the organiser may at any time refuse or accept any participation request without the need to provide justification for said refusal. A refusal or rescinding of a request shall not result in the payment of any compensation other than a full refund of deposits paid.

## **4. Reservation**

All reservations must be made using the form issued by the organiser, headed « purchase order ». Exceptionally, the reservation may be sent by simple mail or fax with the prior agreement of the organizer. However, reservations made in this way shall be deemed to be made under the terms and conditions in the official purchase order distributed by the organizer. By signing the purchase order, the exhibitor agrees to pay all amounts owed in a timely fashion and according to the modalities described in the order form.

Reservations are firm and final, and may only be cancelled with the organiser's written agreement on a substitute, where such substitute is found by the exhibitor himself and agreed by the organiser.

## **5. Payment**

Any purchase order signed by the exhibitor implies payment in full of the amount due. In the case of a substitution as covered in point 4, no monies shall be refunded to any proposed candidate/exhibitor who withdraws for any reason whatever.

All invoices are payable within two weeks after their dispatch. If the invoice is not settled within 30 days after the invoice date, a handling fee of 20 € for each reminder will be charged. Outstanding amounts shall be charged interest at a rate of 7% per annum, *ipso jure*, without prior notice or formal proceeding.

Furthermore, in accordance with the law of 2 August 2002 against late payment of transactions, the organizer shall be entitled to claim recovery costs in the event of legal proceedings.

The exhibitor shall be provided with his booth only after all invoices issued have been paid.

## **6. Plan of the trade fair**

The organiser will use his best endeavours to meet requests for particular sites in the order in which reservations are received.

## **7. Appliances, machines, furniture**

(Hereafter referred to collectively as « equipment »)

Exhibitors must, in general terms, ensure that equipment is used in compliance with usual technical and legal standards. No equipment may cause disturbance to neighbouring booths due to noise or lighting. The organiser alone shall adjudicate in any dispute in this respect.

Moreover, all exhibitors are expected to be insured in respect of any defect or damage that equipment may suffer while made available at his location/stand. In any case, no equipment may be brought into the exhibition halls except with the organiser's agreement. The organiser is able to make a wide range of equipment available to exhibitors. Material on this topic is available from the organiser.

## **8. Prohibited products**

No toxic products or explosives, or other items of similarly hazardous character, may be brought into exhibition halls.

### **9. Advertising, being good neighbours and noise nuisance**

Exhibitors are formally prohibited, on pain of summary closure of the stand, without prior notice and without payment of any compensation, from:

1. Giving any embarrassing or otherwise inappropriate demonstration, no matter how performed, or any advertising of such a nature as to embarrass or inconvenience occupants of neighbouring booths and their visitors.
2. Placing any objects in positions protruding beyond the perimeter of the stand.
3. Placing any constructions (panels, screens...) higher than 1m10 of the first metre at either side of the booth to keep the overall look attractive and harmonious.
4. Defacing or damaging equipment provided in any way whatever.
5. Painting, pinning/nailing down etc...any item on the billboards provided.
6. Placing any objects in the corridors.

The organiser is pleased to welcome special activities, providing these are keeping with the tone of the exhibition. Such activities will take place at a set place, specified by the organiser and shall be subject to agreement, together with an advance plan prepared by the organiser.

Exhibitors are also prohibited from producing at their stand advertising or presentations of any material, product or service other than those on the basis of which they originally justified their attendance and which they regularly sell; specifically, any material, product or service sold, lent or rented out by companies other than the exhibitor. Any infringement of this ban shall be subject to a penalty of €1,000 per day the infringement continues, per product or service in contention.

### **10. Fitting out**

Exhibitors are required to comply strictly with the technical case-record issued by the organisers. The description specifies the locations, mounted stands and « All In » booths are shown. Any exhibitor reserving a « Space Only » booth (individual or group) understands that he will receive no additional facilities (no power supply or furniture...) : these will have to be provided as extra.

Maintenance and upkeep of booths must be beyond reproach. Packaging, items not being used for presentations, paper, boxes, etc...must be kept out of sight of visitors.

Booths for catering or preparing food, dishes or drinks are strictly forbidden. In order to comply with building regulations in force at the Tour & Taxis site, exhibitors who erect their stand themselves must submit a fully-detailed plan to the organiser (i.e. precise dimensions and illustration) of their proposals for approval. These documents must reach us **at the latest 5 weeks** prior to the start of the event for checking and obtaining written approval.

All materials used shall be fireproof and must conform to international safety standards. In addition, no fixture shall obstruct access to fire exits, cupboards or electrical control-panels.

### **11. Approved stand-erector**

Primo Group, the approved builder for the exhibition, will be available to exhibitors for any advice regarding setting stands up.

Primo Group –Av. de Béjar 2-6, B- 1120 Brussels - Tel : +32 2 474 65 65, [www.primogroup.be](http://www.primogroup.be)

Exhibitors requiring services relating to putting up their booth can avail themselves of the services of the official contractor and ask them for a quote without obligation. Costs of erecting the booth are charged to the exhibitor directly by Exhibit International.

### **12. Products and services**

Exhibitors are required to be in possession of permits and authorisations they need to present products and services displayed at their stand. The organiser will accept no responsibility whatever in this regard, even in the event of unfair competition/conflict of interest among exhibitors in relation to other parties.

### **13. Compulsory insurance**

The organisers and owners of the buildings at which the trade fair is held will accept no liability for any loss or destruction of, or damage to, equipment or merchandise belonging to exhibitors or any other person or entity, for prejudice suffered through fire, theft or any other cause whatever. They shall not be held responsible for loss or damage of any kind whatever suffered by the exhibitor that results from any structural defect in the building, whether occasioned by fire, storm, flood, lightning, civil commotion, war, industrial action, strike or lock-out, explosions, accidents, force majeure, terrorist threat or any other cause outside their control.

Similarly, the exhibitor shall not hold them liable if, in situations of this sort, the trade fair should be frustrated, delayed, postponed or cancelled, or cannot be held due to it being impossible to use the building, in full or in part. The exhibitor accepts the foregoing and undertakes to ensure he is covered by insurance for the total cost of replacing the contents of his stand as well as all associated equipment and materials. Access to the stand may be denied to any exhibitor who is unable to accept the prior payment of premia for insurance taken out to cover his civil liability.

### **14. Postponement and cancellation**

In the event of the trade fair being frustrated, postponed or cancelled as a result of any incident listed in clause 13 above, or due to the partial or total unusability of the building, in no circumstances shall there be a case for any claim against the organisers or the owners of the premises.

Moreover, the organisers of the trade fair reserve the right to decide at any time to extend, postpone or delay the trade fair, to close it down earlier than scheduled, transfer it to a venue other than that originally planned, or to alter its date, without participants being entitled to claim any compensation, if this is considered to be for the general good and in the best interests of the trade fair. In the event of it becoming impossible for the trade fair to take place at all, requests for sites will simply be cancelled. Any monies left over after all expenses incurred have been settled, shall be distributed among exhibitors pro-rata in proportion to the amounts paid by them, without any further claim against the organisers under any pretext whatever, or for whatever cause.

### **15. Dismantling**

Unless otherwise authorised by the organiser, no exhibitor may proceed to dismantle his booth prior to the date and time shown in the technical case-record – i.e. no earlier than 5 minutes after the official end of the trade fair. Furthermore, sites must be vacated and cleaned on the scheduled date. Once this date has passed, the organiser will proceed to clear away any equipment or merchandise left behind, will restore the site to the state in which it was originally made available, at the exhibitor's own risk and expense.

The organiser also reserves the right to confiscate exhibitors' merchandise or equipment if it fails to satisfy all the terms and conditions of these regulations. The organiser shall not have to satisfy any legal formality in this regard.

### **16. Manning the stand – right of occupation**

Exhibitors are obliged, in their own interests, to ensure the booth is continually manned by a delegated person who is qualified to welcome and give advice to visitors during event opening hours. Upkeep of the booth must be taken care of only by persons appointed by the exhibitor.

### **17. Special stipulations**

The organiser is entitled to amend the terms of this regulation if general economic circumstances make such measures inevitable.

### **18. Regulation**

Exhibitors formally undertake to comply with all clauses of any kind in this regulation, which will be strictly enforced. The organiser shall be the sole judge of any measures to be taken with regard to applying the said clauses.

### **19. Jurisdiction**

In the event of any dispute, the tribunals and courts of Brussels, Belgium will be the sole competent courts. Foreign exhibitors explicitly renounce all recourse to invoking any territoriality clause.