

## **1. Definition**

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

The « organiser », is referred to as the limited company BTEXPO S.A. Rue des Trois Rois 49 B-1180 Brussels, with registered office Parvis de la Trinité 8, B-1050 Brussels.

## **2. Subject**

This regulation relates to the special event organised by « BTEXPO S.A. », at the SQUARE Brussels Meeting Centre, rue Mont des Arts, 1000 Brussels in December 2012, referred to hereafter as « trade fair ».

## **3. Admission**

In the light of the concept of this trade fair, the organiser reserves the right to accept or decline any request to attend. This acceptance by the organiser is non-transferable. 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 paid deposits.

## **4. Reservation**

Reservation must be made using the form issued by the organiser, headed « order form ».

Reservation must be fully paid upon receipt of invoice; the reservation is confirmed by due payment of the invoice.

The price is fixed according to the date of payment registered on the organiser's bank account.

Reservation is firm and final upon payment.

In case of a substitution, the exhibitor must advise the organiser who is entitled to accept or refuse the substitution.

The organiser shall confirm his acceptance or refusal by written letter.

## **5. Payment**

Prices are fixed according to the registered payment date on the bank account of the organiser.

When the exhibitor is accepted, he receives the invoice corresponding to his order.

All invoices are payable upon receipt by transfer to the bank account specified on the invoice; costs and/or charges associated to the method of payment used by the exhibitor shall be borne in full by him.

Cheques are not accepted, unless they are duly certified by the bank.

All payments by means of certified cheques are subject to a charge of 50€.

Since prices are determined according to the date of payment, the exhibitor agrees to pay the balance incurred by a payment settled later than initially decided.

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.

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 stand only after all invoices have been fully settled.

## **6. Non payment or late payment**

Failure to pay any invoice by the due date results, ipso jure and without the need for prior formal notification, in the liability for a late payment interest at the rate of 12% per annum. Such non-payment by due date entails, under the same conditions as the liability for

interest, the payment of a fixed penalty equal to 10% of the amount of the unpaid invoice, with 250 EUROS as the minimum.

The organiser is entitled to suspend the fulfilment of all obligations he might have towards an Exhibitor who still defaults on the payment of all invoices. This prerogative can be triggered by simply noting the non-payment without the need for prior formal notification.

Non-payment of any invoices when due also implies the liability to immediately pay all the other amounts owed by the exhibitor to the organiser, even if their due date is in the future.

If one or more invoices from the organiser remain unpaid for a maximum of 15 days after their date of issue, such non-payment will entail, by rights and without previous formal notice, the loss of the right of site occupancy. In such a case, the organiser can freely dispose of the site and can re-let it to another exhibitor.

## **7. Cancellation by the exhibitor or reduction in the surface area required**

The exhibitor must advise the organiser of a decision to cancel his participation, as well as of any reduction in the area initially asked for in the Purchase order, by registered letter, regardless of whether such cancellation or reduction takes place before or after the acceptance by the organiser.

Such a cancellation or reduction entails, where applicable, the payment of the following amounts:

(I) if notification of the cancellation or reduction is given at least 180 days before the date of opening of the fair,

40% of the amounts owed shall be payable by way of compensation for unilateral termination;

(II) if notification of the cancellation or reduction is given less than 180

days but more than 90 days before the date of opening of the fair, the amounts owed shall be payable in full by way of compensation for unilateral termination;

(III) if notification of the cancellation or reduction is given less than 90 days before the date of opening of the fair, a sum corresponding to 120% of the amounts owed shall be payable by way of compensation for unilateral termination, on account of the additional damage arising for the organiser from the particularly late nature of the cancellation or reduction

(IV) if the organiser has not been given notification of the cancellation or reduction, a sum corresponding to 120% of the amounts owed shall be payable by way of compensation for unilateral termination on account of the additional damage arising for the organiser from non-compliance with this procedure.

The amounts referred to in this Article 7 shall be payable ipso jure and without the need for prior formal notification.

The compensation amounts referred to in this Article 7 do not in any way affect the organiser's right to claim additional damages from the Exhibitor if the damage suffered by the organiser is in fact greater than the compensation for unilateral termination provided for here above.

Late payment of the amounts referred to in this Article 7 will automatically entail interest on arrears being payable at the annual rate of 12% ipso jure and without prior official notice.

### **8. Layout of the trade fair**

The exhibitor can choose a preferred zone as per the order form. If no preferred zone is chosen, the exhibitor will automatically be placed in the "Travel" zone.

No particular location can be chosen within the different zones.

The final layout of the trade fair will be disclosed at the opening of the fair.

### **9. Appliances, machines, furniture**

(Hereafter collectively referred to 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 stands due to noise or lighting. The organiser alone shall adjudicate in any dispute in this respect.

All exhibitors are expected to be insured in respect of any defect or damage that equipment may suffer while made available at their location/stand. In any case, no equipment may be brought into the exhibition halls except with the organiser's prior agreement.

All equipments, leaflets, flyers, and whatsoever ... brought within the fair site by the exhibitor or belonging to the exhibitor are under his full responsibility.

### **10. Prohibited products**

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

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

Exhibitors are formally prohibited, on pain of summary closure of their 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 or alleys.

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 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 takes place, per product or service in contention.

### **12. Fitting out**

Exhibitors are required to comply strictly with the technical file issued by the organiser.

Exhibitors will refer to the purchase order for all extras.

Maintenance 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.

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

### **13. Approved stand supplier**

The approved supplier for the exhibition will be available to exhibitors for technical advice regarding stands furniture.

### **14. Products and services**

Exhibitors are required to be in possession of permits and authorisations they need to present products and services displayed on 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.

### **15. Compulsory insurance**

The organiser 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 premium for insurance taken out to cover his civil liability.

### **16. Postponement and cancellation of the trade fair**

In the event of the trade fair being frustrated, postponed or cancelled as a result of any incident listed in the article 15 above, or due to the partial or total unavailability of the building, in no circumstances shall there be a case for any claim against the organiser or the owners of the premises.

The organiser of the trade fair reserves 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 organiser under any pretext whatever, or for whatever cause.

### **17. 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 file – i.e. no earlier than 5 minutes after the official end of the trade fair. 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 reserves the right to confiscate exhibitors' merchandise or equipment if he fails to satisfy all the terms and conditions of these

regulations. The organiser shall not have to satisfy any legal formality in this regard.

### **Penalty**

Exhibitors who have not removed all their promotional material in due time shall be subject to a **penalty of € 1.000.**

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

Exhibitors are obliged, in their own interests, to ensure the stand is continually manned by a delegated person who is qualified to welcome and give advice to visitors during event opening hours. Booths are exclusively manned by persons appointed by the exhibitor.

### **19. Special stipulations**

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

### **20. Regulation**

Exhibitors formally undertake to comply with all articles of 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 articles.

### **21. 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.