

GENERAL TERMS AND CONDITIONS of the Stichting Wind Energie Evenementen (Foundation Wind Energy Events – (SWEE))
Version 2018

1. Definitions

In these General Terms and Conditions (hereafter also named 'Terms & Conditions') the following words shall have the following meanings:

Participant: the contractual partner of SWEE;

Agreement: the by the participant submitted sign up form or oral agreement, that has been confirmed in writing by SWEE, including these Terms & Conditions which are part of the agreement;

Project: every by SWEE offered service, including but not limited to workshops, exhibition participation, renting out stand area, sponsorships, possible keynotes and presentations;

Contract price: the price that Participant is liable for to SWEE based on the agreement with regard to participating in the Project;

Staff: all the staff that directly or indirectly has been put to work by SWEE and/or has been hired by SWEE, including representatives of SWEE.

2. General

2.1 The Terms & Conditions and the Agreement with SWEE can only be changed and supplemented provided that this change or supplement has been explicitly agreed upon in writing between SWEE and the Participant.

2.2 The Agreement replaces all previous agreements in relation to the Project.

2.3 Every offer by SWEE is non-binding until the moment of signing.

2.4 SWEE is entitled to contract a subcontractor and/or to transfer (part of) her rights and obligations to a third party in order to execute the Agreement.

2.5 Upon request the articles of association can be inspected separately

3. Registration, confirmation and cancellation

3.1 The request for participation in a project can be done by a sign up form.

3.2 After registration the applicant will receive a conformation of participation.

3.3 SWEE is entitled to, without giving a reason, exclude any applicant of taking part.

3.4 In case of insufficient participation is SWEE entitled up to two weeks in advance to cancel the event or reschedule the event to a later date.

3.5 SWEE is entitled to, without notice of default, cancel the participation at any moment if the Participant does not pay their invoices or does not pay their invoices in time. All consequences of such a cancellation are at the expense and risk of the Participant concerned.

3.6 The Participant that cancels in the period of up to 8 weeks in advance of the start of the activity is obliged to pay 50% of the Contract price. The Participant that cancels in the period up to 4 weeks in advance is obliged to pay 75% of the Contract price. In all other cases it is not possible to cancel the agreement and is the Participant obliged to pay the full contract price.

3.7 In case of (impending) violation and not abiding the Terms & Conditions by a participant of the agreement, SWEE is entitled to exclude the participant from the project and the agreement by written announcement of suspension or termination of the whole or part of the agreement.

4. Payment

4.1 Payment of the agreed upon price is due before the start of the project.

4.2 Without prejudice to article 4.1, payment of the invoice amount to SWEE is due by bank transfer within 15 (fifteen) days after the invoice date.

4.3 The Participant shall, upon every reasonable request of SWEE, provide certitude for the full contract price. If the Participant does not comply to such a request, SWEE has the right to suspend or terminate the whole or part of the agreement by written announcement to the Participant.

4.4 Any form of protest against the contents of the invoice shall be communicated to SWEE in the form of a written announcement within 15 (fifteen) days after the invoice date. If no written announcement is received within this period, the invoice is assumed to be accepted by the Participant.

4.5 If the Participant does not fulfil some of the before mentioned obligations, the Participant will be liable for statutory interest per month or part of a month over the outstanding amount. In addition SWEE is entitled to, after written announcement, suspend the execution of the Agreement until receiving the payment taking into consideration the provisions of the Agreement or the provisions of these Terms & Conditions or terminate the Agreement.

5. Special provisions Exhibition participation

5.1 SWEE assesses for each Exhibition participation a price per square meter (m²) as well as a minimum amount of square meters per Participant. Allocation by SWEE of a certain amount of square meters to a Participant entitles the Participant exclusively to the use of these square meters. It is explicitly not allowed without prior permission to make use of the to the Participant allocated square meters by multiple companies that are not Participants.

5.2 Included in the price per square meter are, unless agreed otherwise: preparation and organisation; floor covering in the standard colour; daily cleaning; transport of the materials for the joint stand build; support at the location by personnel of SWEE; use of the joint lounge and her facilities; joint promotion; supply and use electricity.

5.3 Furthermore are included standard shell building of the stand, consisting of: back- and side walls; collective decorations; uniform company name mentions; standard lighting and standard furniture, unless agreed upon otherwise. There will be no lowering of the contract price if the Participant decides to waive the standard building, unless agreed upon otherwise.

5.4 Unless agreed upon otherwise are, in any case, not included with the Exhibition participation: the transportation and placement of exposition materials of the Participant; lunch in the lounge; excessive use of the lounge facilities; furnishing of the stand and other special facilities and exclusive WiFi connection; all to exclusive determination by SWEE.

5.5 The building of the stand will be executed by a by SWEE contracted stand builder. The Participant is obliged to follow any orders of the stand builder.

5.6 Any deviation from the by SWEE provided standard stand build or floor covering has to be approved by SWEE in advance.

5.7 In the final stand layout SWEE has the right to allocate up to 10% (ten percent) more or less square meters than requested by the Participant. SWEE can decide to change the layout of the stand in case this benefits the collective presentation.

5.8 A panel presentation gives the exclusive right to hang or place a standard panel (banner) on the agreed location and does not give right to use the lounge facilities, listing in the exhibition catalogue, on the website, the newsletter or in joint advertisements unless agreed upon otherwise.

5.9 In the case of Exhibition participation article 3.6 voids, replacing this article with the following: The Participant which cancels in the period up to 6 months before the start of the activity is obliged to pay 50% of the Contract price. The Participant which cancels in the period up to 3 months before the start of the activity is obliged to pay 75% of the Contract

price. In all other cases the Agreement can not be cancelled by the Participant and the full contract price must be paid.

5.9 Invoicing by SWEE of the costs of participating in an exhibition to a Participant can be done in terms, in accordance with by SWEE to be determined terms. When invoicing SWEE will round the amount of square meters to whole numbers (with an area of more than or equal to 0.5 m² up and with an area smaller than 0.5 m² down).

5.11 Every participant must be insured by an insurance company covering public liability, stand material and goods exhibited, whether these goods or material be their own or a third party's property. Exhibitors at WindEurope Conference and Exhibition 2017 must have public liability event insurance cover of €2,500,000, current at the time of event. By way of their participation, Exhibitors automatically waive all claims, in the event of an accident or damage, against: SWEE; WindEurope; The venue owner; The exhibitors at the exhibition, the exhibition visitors and the conference participants and other participants; The directors, representatives, managers and officials appointed by these persons or bodies.

5.12 In case of deferral of payment or bankruptcy of the main organiser of the exhibition, all rights and obligations of SWEE towards the Participant void without return of any payments made.

6. Liability

6.1 SWEE guarantees that the project will be executed to the best of its abilities. Any other further-reaching guarantee with regard to the execution of Projects will not be given and the contractual liability of SWEE is limited to fulfilling these guarantee obligations.

6.2 The liability of SWEE shall moreover at all times be limited to the Contract price.

6.3 Subject to as far as provided above in articles 6.1 and 6.2 and in case of intentional acts or deliberate recklessness or in the case that article 7:762 of the Civil Code of the Netherlands (Nederlands Burgerlijk Wetboek) is applicable, SWEE shall not be liable towards the Participant on any ground and for any damage whatsoever, direct or indirect, and regardless whether or not this claim is based on the Agreement, wrongful act or otherwise.

6.4 The Participant indemnifies SWEE of all claims of third parties, all Participants in or visitors to a Project, including those that are a result of, arise from or are related to the (execution of) the Agreement, unless SWEE would be liable towards the Participant in case of intentional acts or deliberate recklessness.

6.5 Intentional acts or deliberate recklessness in the sense of this article include intentional acts or deliberate recklessness of the bodies and the executives of SWEE (included subordinates and other executives that identify with her).

6.6 Participant indemnifies SWEE of all claims in the case of death.

7. Suspension and termination of the Agreement

7.1 When due to a circumstance that happens beyond her control SWEE is not capable or is deemed not able to fulfil the obligations resulting from the Agreement (in time), there will be a case of force majeure (non-accountable shortcoming) on her side ('force majeure') and will the obligation to fulfil the concerning obligations be suspended until the circumstance under which SWEE is under force majeure has come to an end and fulfilling the obligations will once again become possible. In case the force majeure is of such a nature that the project can not proceed or that the Agreement can otherwise not be fulfilled on the agreed moment in time, than SWEE is entitled to terminate the agreement by written announcement to the Participant without being held liable for any form of compensation. In this case SWEE will refund the Contract price

or the part of the Contract price that has been paid (down payment) minus the costs made for the Project by SWEE.

7.2 In addition, SWEE is entitled to suspend the execution of any obligations resulting from the Agreement or to terminate the Agreement by written notification to the Participant in case of (petition of) suspension of payment or bankruptcy of the Participant or in case the Participant does not fulfil an obligation that follows from this Agreement, or when SWEE has reasons to believe that the Participant will not be capable to fulfil these obligations (on time).

8. Governing law and competence

8.1 This Agreement and all obligations following from this Agreement are governed by the law of the Netherlands.

8.2 All disputes that may arise in response to the Agreement or from further agreements or obligations that are a consequence of this shall, when these cannot be resolved in amicable settlement, be settled in accordance with the Arbitration Agreement (Arbitrage Reglement) of the Dutch Arbitration Institute (Nederlands Arbitrage Instituut). The arbitration court shall consist of 1 (one) arbiter. The place of arbitration shall be Rotterdam.

8.3 This English text of the Terms & Conditions is a translation of the Dutch original. If the Dutch and English texts of the Terms & Conditions are unclear or mutually inconsistent the Dutch text will prevail.