

# GENERAL CONDITIONS GOVERNING FAIRS ORGANISED BY ARTEXIS EXHIBITIONS AND FLANDERS EXPO

## ARTICLE 1: DEFINITIONS

In the context of the present General Conditions, the terms below are defined as follows:

- Acceptance: decision taken by ARTEXIS and advised in writing to the Candidate Exhibitor to accept him as an Exhibitor at the Fair following the submission of his Request for Admission and subject to the condition that the Exhibitor will respect the General Conditions;
- ARTEXIS: the organiser of the Fair, namely, according to the Fair, either (i) the Public Limited Company ARTEXIS EXHIBITIONS, with its registered office at Maaltekoeter 1, BE-9051 Ghent, and an operating office at Rue Saint Lambert 135, BE-1200 Brussels, listed in the register of legal persons under Enterprise No. 0.424.681.440, Ghent Commercial Court, or (ii) the Public Limited Company FLANDERS EXPO, with its registered office at Maaltekoeter 1, BE-9051 Ghent, listed in the register of legal persons under Enterprise No. 0.427.328.649, Ghent Commercial Court;
- Building: the real estate in or around which the Fair is being held;
- Candidate Exhibitor: the physical person or legal entity, dealer, manufacturer or producer or his general agent or retailer, or any association, organism or any institution who has expressed a wish to participate in the Fair by submitting a Request for Admission to ARTEXIS;
- General Conditions: the present general conditions;
- Pricing Conditions: prices that apply to a Candidate Exhibitor's Request for Admission and his participation in the Fair, and are attached to the Request for Admission or another commercial document. The prices as printed do not include VAT;
- Date of Opening of the Fair: the date on which the Fair is officially opened, on the understanding that it in the event of there being a Preview, the latter shall be deemed to be the date of the official opening of the Fair;
- Request for Admission: the request for admission to the Fair as supplied by ARTEXIS to the Candidate Exhibitor and then duly completed and submitted to ARTEXIS by the Candidate Exhibitor;
- Exhibitor: Candidate Exhibitor whose Request for Admission has been accepted by ARTEXIS;
- Fair: fair organised by ARTEXIS, as detailed in the Request for Admission form in order, inter alia, to bring together Exhibitors on the one hand and visitors on the other, and to stimulate commerce by offering Exhibitors an effective setting for contacts with the market and visitors a major opportunity to obtain information.

The conditions set out in this article have the same meaning in the singular and in the plural.

## ARTICLE 2: FIELD OF APPLICATION OF THE GENERAL CONDITIONS

- 2.1** These General Conditions govern all the contractual obligations between ARTEXIS and the Candidate Exhibitor / Exhibitor relating to the submission of the Request for Admission by the Candidate Exhibitor, its treatment by ARTEXIS and, where appropriate, the Acceptance of the Candidate Exhibitor and his participation in the Show as an Exhibitor.
- 2.2** In his relationship with ARTEXIS, the Candidate Exhibitor explicitly renounces the application of his own general conditions, even where they are drawn up after the present General Conditions.
- 2.3** Any exception to the General Conditions must, in order to have validity, be previously explicitly agreed in writing and signed by ARTEXIS.
- 2.4** By the submission of his Request for Admission, duly completed and signed and addressed to ARTEXIS, the Candidate Exhibitor explicitly declares that the entire contractual relationship between himself ARTEXIS concerning the Fair shall be governed by these General Conditions.

## ARTICLE 3: REQUEST FOR ADMISSION

### 3.1 FORMALITIES

The Request for Admission can only be made on the document prepared by ARTEXIS. The Candidate Exhibitor must submit this Request for Admission in its original form, having duly completed and signed it. No other document shall be taken into account. The same applies to Requests for Admission that contain any kind of qualification. Consequently, were the Candidate Exhibitor to add conditions to his Request for Admission, these may not be used as grounds for any action against ARTEXIS and shall therefore not form part of the contractual framework between ARTEXIS and the Candidate Exhibitor relating to the latter's request for participation in the Fair and possible subsequent participation therein.

### 3.2 LEGAL VALIDITY OF THE REQUEST FOR ADMISSION

The submission of the Request for Admission by the Candidate Exhibitor

constitutes in its own right a binding and irrevocable offer to participate in the Fair under the conditions comprised in the General Conditions, the Tariff Conditions, his Request for Admission and any other contractual document relating to the Fair that connects him to ARTEXIS. Any subsequent modification or withdrawal of the Request for Admission shall be considered as unilateral termination on the part of the Candidate Exhibitor or Exhibitor and shall be governed by the provisions of Article 6. The Request for Admission duly completed by the Candidate Exhibitor will be provisionally registered by ARTEXIS, who will assess it using the criteria set out in Article 4.

### 3.3 NON-TRANSFERABILITY

The Request for Admission duly completed by the Candidate Exhibitor and its eventual Acceptance by ARTEXIS are non-transferable, except with previous written consent by ARTEXIS. Where such consent is given, the Candidate Exhibitor or Exhibitor conceding shall remain jointly and indivisibly bound with the transferee Candidate Exhibitor or Exhibitor by the obligations arising from the submission of the Request for Admission and its Acceptance.

On the other hand, the Request for Admission duly completed by the Candidate Exhibitor and its Acceptance by ARTEXIS are transferable by ARTEXIS in case of transfer of the Fair by ARTEXIS. Moreover, ARTEXIS shall be entitled to transfer or subcontract all or part of its rights and/or obligations stemming from the contractual relationship with the Candidate Exhibitor / Exhibitor.

## ARTICLE 4: ASSESSMENT OF THE REQUEST FOR ADMISSION AND REJECTION OR ACCEPTANCE OF A CANDIDATE EXHIBITOR

Requests for Admission are assessed by the Fair selection committee set up by ARTEXIS.

### 4.1 SELECTION CRITERIA

All the Requests for Admission submitted by the various Candidate Exhibitors will be subject to a process of selection by the selection committee which will base its selection particularly on the following criteria:

- the availability of various exhibition spaces;
- the good balance of the Fair content;
- the correspondence between the orientation of the Fair and that of the Candidate Exhibitor;
- the quality of products, brands and/of works of art exhibited at the Fair;
- the variety of products and/of works of art exhibited at the Fair.

### 4.2 CIRCUMSTANCES JUSTIFYING REFUSAL OF AN ACCEPTANCE

Based on the decision of the selection committee, ARTEXIS can refuse Acceptance in one of the following cases:

- the Request for Admission does not meet one or more criteria stated in Article 4.1;
- the Candidate Exhibitor does not fulfil one or more of his obligations arising from the submission of the Request for Admission;
- the Candidate Exhibitor has not fulfilled one or more of his obligations towards ARTEXIS or towards a company associated with the latter, with respect to a Fair organised previously by ARTEXIS or by a company associated with it;
- the Candidate Exhibitor's activity has little or no connection with the theme or aim of the Fair;
- the Candidate Exhibitor risks to endanger or endangers the good order of the Fair or the moral or material standing of the Fair or of ARTEXIS;
- the Candidate Exhibitor does not observe the criteria for site and stand layout and decoration as specified by ARTEXIS in the exhibitor's manual, or does not display products and brands proposed in his Request for Admission;
- the proprietor or operator of the Building opposes the Acceptance of the Candidate Exhibitor.

### 4.3 CONSEQUENCES OF A REFUSAL OF ACCEPTANCE

ARTEXIS will notify the Candidate Exhibitor in writing of their refusal to accept him. A refusal of Acceptance cannot lead to any consequences for ARTEXIS, and ARTEXIS can in no case be held responsible and liable to pay any damages or interest, whether the damage is immediate, consequential, an incident, or other.

### 4.4 ACCEPTANCE

ARTEXIS will notify the Candidate Exhibitor in writing of the Acceptance of his Request for Admission. Only such notification constitutes Acceptance of the Candidate Exhibitor by ARTEXIS. A preliminary exchange of letters or any other documents (such as, for example, the allotment plan described in Article 8.2)

between ARTEXIS and the Candidate Exhibitor can in no case be construed as the said Acceptance.

In accordance with Article 5.1.1, this Acceptance leads to all the amounts owing, as set forth in said Article 5.1.1, becoming immediately due for payment, even if the Exhibitor subsequently cancels his participation for whatever reason, or if the Exhibitor decides to reduce the area initially asked for. ARTEXIS shall be entitled to disregard the Acceptance of a Request for Admission as long as the Exhibitor whose Request for Admission has been accepted has not settled in full the deposit invoice and the balance invoice issued following the Acceptance.

The Acceptance in no cases results in any right whatsoever to the participation in a future fair – other than the fair to which the acceptance relates – which might eventually be organised by ARTEXIS or by a company associated with it. A previous participation in a Fair in no cases gives a right to a subsequent participation in that Fair.

## **ARTICLE 5: PAYMENT, PAYMENT METHODS AND LEAD TIMES FOR PAYMENT**

### **5.1 PAYMENT**

**5.1.1** Once the Candidate Exhibitor's Request for Admission is accepted by ARTEXIS, the Candidate Exhibitor/Exhibitor is required to submit to ARTEXIS all of the following amounts:

- (I) the inscription fee, including the subscription insurance premium to which the Exhibitor commits himself by virtue of Article 11;
- (II) the expenses of making the site available;
- (I) all the other various expenses as under the Pricing Conditions and any other commercial documents, whether they are mandatory or optional, or resulting from the application of these General Conditions.

The amounts owing pursuant to this Article 5.1.1 are hereinafter referred to as the "Amounts Owing".

**5.1.2** The Amounts Owing, as well as the other amounts owed by the Exhibitor on account of his participation in the Fair, give rise, as a rule and insofar as is possible, to the following three successive billings:

- (I) the billing of a deposit of 40% of all the Amounts Owing upon acceptance by ARTEXIS of the Request for Admission submitted by the Candidate Exhibitor (by means of a deposit invoice);
- (II) the billing of the balance of all the Amounts Owing at least 90 days before the Date of Opening of the Fair (by means of a balance invoice); and
- (III) the billing of technical orders at least 30 days before the Date of Opening of the Fair (by means of the invoice for technical orders).

In the event of the Request for Admission being submitted to ARTEXIS less than 90 days but more than 30 days before the Date of Opening of the Fair, the deposit and the balance will be invoiced together once ARTEXIS has accepted the Request for Admission submitted by the Candidate Exhibitor, and the technical orders will be invoiced at least 30 days before the Date of Opening of the Fair.

In the event of the Request for Admission being submitted to ARTEXIS less than 30 days before the Date of Opening of the Fair, the deposit, balance and technical orders will be invoiced together once ARTEXIS has accepted the admission application submitted by the Candidate Exhibitor.

### **5.2 PAYMENT OF INDIVIDUAL AMOUNTS**

**5.2.1** Invoices raised by ARTEXIS are payable in cash when received, net without discount, at the ARTEXIS head office. All costs associated with the method of payment used by the Exhibitor shall be borne in full by him.

**5.2.2** ARTEXIS will be entitled to disregard the acceptance of a Request for Admission as long as the Exhibitor whose application was accepted has not settled in full the invoices that have been sent to him.

**5.2.3** The possession of the site and stand by the Exhibitor is subject to the full payment of all the Amounts Owing and other amounts owed to ARTEXIS, including possible supplements. In the same way, any on-site orders of additional technical facilities by an Exhibitor will be taken into account subject to the full settlement of all the amounts owed to ARTEXIS by that Exhibitor, as well as to the previous payment of the invoice concerning those orders.

### **5.3 METHODS OF PAYMENT**

**5.3.1** The payments should be made in EUROS by transfer to the bank account(s) specified on the invoices. Cheques are not accepted, with the exception of certified cheques.

**5.3.2** No payment made into the hands of an ARTEXIS representative or officer shall constitute a full discharge, except with explicit previous consent by ARTEXIS.

### **5.4 COMPLAINTS CONCERNING INVOICES**

Any complaint regarding an invoice must be made within eight days from the date of invoicing. Such a complaint in no way affects the Exhibitor's obligation to pay other invoices due at the time of the complaint and does not give him any right to suspend any payment to ARTEXIS or to suspend any other obligation towards the latter.

### **5.5 NON-PAYMENT OR LATE PAYMENT**

**5.5.1** 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. ARTEXIS is also entitled to suspend the fulfilment of all obligations they 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.

**5.5.2** Non-payment of all invoices when due also implies the liability to immediately pay all the other amounts due from the Exhibitor to ARTEXIS, even if their due date is in the future.

**5.5.3** If one or more invoices by ARTEXIS 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, without prejudice to other provisions of this Article 5.5 and of these General Conditions. It follows that, in such a case, ARTEXIS would be able to freely dispose of the site and to re-let it to another Candidate Exhibitor/Exhibitor.

## **ARTICLE 6: RENUNCIATION BY THE EXHIBITOR OF PARTICIPATION OR A REDUCTION IN THE SURFACE AREA REQUIRED**

**6.1** Without prejudice to the provisions of Article 3.2, an Exhibitor must advise ARTEXIS of a decision to cancel his participation, as well as of any reduction in the area initially asked for in his Request for Admission, by registered letter, regardless of whether such cancellation or reduction takes place before or after the Acceptance by ARTEXIS.

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

- (I) if notification of the cancellation or reduction is given in accordance with Article 6.1 at least 180 days before the Date of Opening of the Fair, 40% of the Amounts Owing shall be payable by way of compensation for unilateral termination;
- (II) if notification of the cancellation or reduction is given in accordance with Article 6.1 less than 180 days but more than 90 days before the Date of Opening of the Fair, the Amounts Owing shall be payable in full by way of compensation for unilateral termination;
- (III) if notification of the cancellation or reduction is given in accordance with Article 6.1 less than 90 days before the Date of Opening of the Fair, a sum corresponding to 120% of the Amounts Owing shall be payable by way of compensation for unilateral termination, on account of the additional damage arising for ARTEXIS from the particularly late nature of the cancellation or reduction
- (IV) if ARTEXIS has not been given notification of the cancellation or reduction in accordance with the procedure prescribed in Article 6.1, a sum corresponding to 120% of the Amounts Owing shall be payable by way of compensation for unilateral termination on account of the additional damage arising for ARTEXIS from non-compliance with this procedure.

The amounts referred to in this Article 6.2 shall be payable ipso jure and without the need for prior formal notification.

**6.3** The compensation amounts referred to in Article 6.2 do not in any way affect ARTEXIS' right to claim additional damages from the Exhibitor if the damage suffered by ARTEXIS was in fact greater than the compensation for unilateral termination provided for in Article 6.2.

**6.4** Late payment of the amounts referred to in this Article 6 will lead to interest on arrears being payable at the annual rate of 12%, ipso jure and without prior official notice.

## **ARTICLE 7: SUBLETTING / TRANSFER**

All Exhibitors are formally forbidden to sublet or transfer, in any form, whether without payment, temporarily, or else partially, any right relating to the Fair resulting from the contractual relationship between ARTEXIS and the Exhibitor. The Exhibitor declares and recognises that the presence, during the Fair, of an exhibitor unknown to ARTEXIS is gravely detrimental to the interests of the latter and to the proper staging of the Fair.

## **ARTICLE 8: THE SITES**

### **8.1 ALLOCATION OF SITES**

**8.1.1** ARTEXIS themselves determine the method of allocation of sites, which will be assigned while taking particularly into account the criteria listed in Article 4.1. As a general rule, a single Exhibitor will not be assigned more than one site for a single product, except by explicit previous written consent by ARTEXIS. Participation in an earlier staging of the Fair in no case constitutes the right to a particular site in a later staging of the same Fair.

**8.1.2** An Exhibitor can submit possible duly justified objections to ARTEXIS within eight days of the advice by ARTEXIS of the site assigned. ARTEXIS will acknowledge them and take a reasoned decision. This decision will be final and the Exhibitor will be notified of it in writing.

**8.1.3** ARTEXIS reserves the right to relocate an allocated site, to change its shape, or else to transfer an Exhibitor or a group of Exhibitors to one or several other sites if the general organisational reasons so require. The application of such a right by ARTEXIS will in no case give rise to any compensation whatsoever to the Exhibitor. ARTEXIS cannot be held responsible for any decision coming from the proprietor or operator of the Building of a nature that modifies a site or changes its appearance.

## **8.2. ALLOTMENT PLAN**

**8.2.1** ARTEXIS forwards to the Exhibitor an allotment plan originating from the proprietor or operator of the Building. This plan is forwarded to the Exhibitor only for information purposes and ARTEXIS can in no case be held responsible for any differences between the dimensions shown on the plan (which are only indicative) and the true dimensions of the site. It is up to the Exhibitor to verify the correspondence between the site assigned to him and its description in the allotment plan.

**8.2.2** The Exhibitor must notify ARTEXIS in writing at the time when he is setting up the stand of any error in the dimensions in the layout traced on the ground. ARTEXIS will delegate an official to ascertain possible dimensional errors. They will take no action concerning complaints lodged after the site was fitted out.

## **8.3. POSSESSION OF A SITE**

**8.3.1** The possession by an Exhibitor of a site assigned to him is subject to the payment in full of the Amounts Owing, as well as the other amounts owed by the Exhibitor on account of his participation in the Fair. Subject to this payment, the site will be made available to the Exhibitor at the beginning of the assembly period such as will have previously been advised to him, subject to ARTEXIS' right to impose stricter deadlines.

Generally speaking, the admission of subcontractors of the Exhibitor in the Building is subject to their prior approval by ARTEXIS.

If a site has not been occupied one day before the Date of Opening of the Fair, this fact shall be considered as unilateral termination on the part of the Exhibitor and ARTEXIS shall be able to dispose of that site *ipso jure*, without first having to notify the Exhibitor in question. In this case ARTEXIS shall not be liable to pay any compensation, and the Exhibitor shall be liable for payment of compensation to ARTEXIS for unilateral termination to the tune of the amount stipulated in Article 6.2 (IV).

Should a site not be definitively fitted out and decorated in accordance with the file submitted to ARTEXIS and after any comments made by ARTEXIS have been taken into account, ARTEXIS may charge the Exhibitor additional fees for lighting, security services and maintenance on top of any other fees occasioned by this late fitting out.

**8.3.2** ARTEXIS must be notified in writing of any possible flaw or defect of a site. Short of such notification, it will be assumed that the Exhibitor has received the site assigned to him in perfect order and that it is suitable to the requirements of his activities at the Fair, and any damage or deterioration whatsoever subsequently discovered during the Fair or after the Exhibitor has dismantled his site will be deemed to have been caused by the Exhibitor and will result in his sole and unique responsibility.

## **8.4 SITE OCCUPATION**

The Exhibitor will appoint an official to take responsibility for the site assigned as soon as he takes possession of the site. This official will remain responsible for the site during the whole Fair and until the final dismantling. The site should be open and ready to receive visitors from the Date of Opening of the Fair, and may not close before the end of the Fair.

## **8.5 RULES GOVERNING DECORATION**

The Exhibitor whose Request for Admission has been accepted will submit to ARTEXIS a file comprising a dimensioned drawing and showing in sufficient detail primarily the concept for the decoration of his stand and that it does not prejudice the neighbouring sites and the general decoration of the Fair.

ARTEXIS reserves the right to deny an Exhibitor the possession of a site until that site is decorated in accordance with the file submitted to ARTEXIS and taking into account possible remarks by ARTEXIS.

Besides, ARTEXIS reserves the right to remove or modify all decor or other installations which prejudice the general decor of the Fair, the neighbouring Exhibitors or the public, or which in general do not correspond to the previously submitted file.

## **8.6 CLEARING SITES**

**8.6.1** The clearing of a site can only commence at the beginning of the clearing period such as will have been previously advised, and must be completed within that period, subject to ARTEXIS' right to impose stricter deadlines. The Exhibitor will carry out the dismantling on his own, as his own responsibility and at solely his own cost. The Exhibitor who lays a carpet on his site using

double-sided adhesive tape must remove the tape when dismantling the site, otherwise he will be charged for the return of the site to its original state by ARTEXIS or by the Building cleaning service. The dismantling will not be deemed to have been completed until the site has been returned to the state in which it was before the Exhibitor took possession of it. The Exhibitor whose site is not dismantled within the prescribed time limit will be penalised with a fine amounting, per day of delay, to 20% of the Amounts Owing and the other amounts owed by the Exhibitor by virtue of his participation in the Fair.

**8.6.2** The Exhibitor shall be the sole responsible in case of whatever damage to or deterioration of the site assigned to him, as established by ARTEXIS' officials after the site has been cleared.

## **ARTICLE 9: PRODUCTS, PIECES, WORKS AND APPLIANCES EXHIBITED**

### **9.1 AUTHORISED PRODUCTS, PIECES, WORKS AND APPLIANCES**

The Exhibitor may display only those products, pieces, works and appliances mentioned in a detailed way in the Request for Admission. These products, pieces, works and appliances will need to bear a certified designation of their country of origin and to have been accepted by ARTEXIS.

### **9.2 PRODUCTS FORBIDDEN AT THE FAIR**

It is forbidden to bring to the Fair and into or around the Building:

- any hazardous, explosive or flammable products, materials and goods and, in general, any products, materials and goods that ARTEXIS would regard as dangerous or of such a nature as to inconvenience Exhibitors or visitors;
- products not mentioned in the Request for Admission.

ARTEXIS reserves the exclusive right to assess the hazardous or unpleasant nature of the products, and to have such products removed at the Exhibitor's expense without prejudice to its right to expel the Exhibitor in accordance with Article 12.

### **9.3 INSTRUCTIONS AS TO PRODUCT SAFETY**

**9.3.1** The displayed products, pieces, works and appliances should be fitted and installed in accordance with the safety instructions and federal, regional and local regulations current at the time of the Fair at the location where the Fair is taking place. When performing demonstrations, the Exhibitor should take every precaution for the safety of the staff and visitors and the preservation of sites and the Building in good order.

**9.3.2** The products, pieces, works and appliances exhibited inside the Building cannot be taken beyond the confines of the Building during the Fair, except with a special authorisation previously issued by ARTEXIS allowing them to be taken out. ARTEXIS will issue on demand special authorisation (exit vouchers) for valuable products, pieces, works and appliances to be taken out. The Exhibitor will be able to take those valuable products, pieces, works and appliances outside by presenting those exit vouchers.

**9.3.3** ARTEXIS reserves the right to control the provenance of displayed products, pieces, works and appliances to check that they are mentioned in the Request for Admission. ARTEXIS reserves the right, if need be, to withdraw products, pieces, works and appliances whose admission was neither asked for nor agreed in the required forms, and this without the Exhibitor being entitled to appeal against ARTEXIS in any way or to claim any kind of compensation.

**9.3.4** The Exhibitor is solely responsible for any accident that may occur on account of the products, pieces, works and appliances exhibited or further to demonstrations of the material he displays or handles, and ARTEXIS cannot assume any responsibility in that respect. The Exhibitor undertakes to intervene as soon as requested by ARTEXIS in any procedure or dispute which confronts ARTEXIS (as defendant or claimant) with a third party in connection with such an accident. In addition, the Exhibitor undertakes to indemnify ARTEXIS in principal, interest and expenses for any request for compensation or judgement suffered by ARTEXIS in connection with such an accident.

## **ARTICLE 10: GENERAL PROVISIONS**

### **10.1 PROHIBITIONS RELATING TO THE EXHIBITOR'S PARTICIPATION IN THE FAIR**

The Exhibitor is formally prohibited from:

- distributing (at the Fair) samples, circulars, tracts or any publicity, or proceeding with any annoying or other demonstrations, in whatever way they are performed, such as would inconvenience neighbouring Exhibitors or visitors, or harm the reputation, image or success of the Fair;
- placing projecting objects on the outside of the site assigned to him;
- damaging in any way any material which may have been placed at the Exhibitor's disposal;
- distributing publicity material and showing films without specific previous written authorisation from ARTEXIS;
- using audio-visual material in such a way that the broadcast or shown messages can be seen or heard from one or more neighbouring sites;

- exhibit or display photographs or printed matter of a political or polemic nature and other documents that ARTEXIS deems to be of such a nature as to damage the reputation, image or success of the Fair, and the reputation of the persons depicted or implicated in said documents or photographs.
- painting or sticking notices on inside or outside walls of the premises, columns, balustrades, etc.

## 10.2 FIRE SAFETY MEASURES

The Exhibitor is formally prohibited from using gas from cylinders or tanks within the confines of the Building. Any flammable matter used in the site decor must be fireproofed.

ARTEXIS is entitled to take all the useful measures at the Exhibitor's expense, and the latter shall be responsible in the event of an accident.

Representatives of the Fire Service of the town in which the Building is situated will pay inspection visits and any Exhibitor who has breached the regulations in force may be immediately expelled by ARTEXIS by virtue of Article 12.

## 10.3 SITE MAINTENANCE

The Exhibitor is solely responsible for the maintenance of his site. If however cleaning or repair work proves necessary (such as removal of waste, removal of stains, replacement of tiles, etc.), this will be carried out at the expense of the responsible Exhibitors at cost price. The responsible Exhibitors shall pay these as soon as requested by ARTEXIS.

## 10.4 EXHIBITOR'S STAFF

In accordance with Belgian social security legislation, the Exhibitor shall be solely responsible for holding on his site a register of staff employed by him, it being understood that the Exhibitor is obliged to comply with all the provisions of the social security legislation applicable to his staff. The Exhibitor is obliged to insure his staff adequately against industrial accidents and vouchsafe that the same applies in respect of the staff of any subcontractors used by the Exhibitor. ARTEXIS may therefore not be liable under any circumstances for any industrial accident to which the Exhibitor's staff or the staff of any of the Exhibitor's subcontractors may fall victim.

## 10.5 WATER, ELECTRICITY, TELEPHONE

All connection to water distribution installations and related appliances must comply with current regulations. Flexible sewerage piping is prohibited. Electrical connections are set up by the Building's technical services. The telephone should be reserved at least one month before the Date of Opening of the Fair.

## 10.6 INSTALLATION AND CLEARING TIMES

The Exhibitor undertakes to observe the installation and clearing times such as they have been advised to him by ARTEXIS.

## 10.7 CO-EXHIBITORS

In the event that ARTEXIS offers an Exhibitor (hereafter called "Main Exhibitor") the possibility of collaborating with one or more partners (hereafter called "co-exhibitor(s)"), the General Conditions shall apply to the co-exhibitor(s) as they do to the Main Exhibitor, who is held jointly responsible for all the obligations – concerning payment and others – of his co-exhibitor(s).

The co-exhibitor(s) will complete a Request for Admission in the same way as the Main Exhibitor. The Main Exhibitor will be invoiced for all the costs of the provision of the site used by himself and his co-exhibitor(s). Moreover, the Main Exhibitor and his co-exhibitor(s) will be individually invoiced for the fixed costs and other optional costs, bearing in mind that fixed costs are individually invoiced by Exhibitor irrespective of whether that Exhibitor is a Main Exhibitor or a co-exhibitor.

## 10.8 EXHIBITORS' LEGAL RESPONSIBILITIES

Exhibitors are reminded that they must at all times observe the legal responsibilities applying to them, particularly in respect of commercial, social, tax, customs and excise, or intellectual property matters, but also in their capacity as traders, in the area of trading practices, information and labelling of products displayed.

The Exhibitor expressly acknowledges and accepts that ARTEXIS can at any time make recommendations as to the running of the Fair and especially as to the sales techniques and discounts that the Exhibitor applies or intends to apply to visitors or buyers during the Fair.

## 10.9 CATALOGUE

ARTEXIS has the exclusive right to publish the Fair catalogue. The Exhibitor is obliged to forward to ARTEXIS, in good time, the information intended for inclusion in the catalogue. ARTEXIS has the right to amend the information and texts forwarded to it, without the Exhibitor having any right to appeal against this. ARTEXIS may not be held liable for errors in the texts and/or translations included in the catalogue.

ARTEXIS is the sole holder of the copyright and other intellectual property rights on the catalogue published by it. The reproduction or communication to the public of all or part of the catalogue is therefore prohibited, barring prior written authorisation from ARTEXIS.

## 10.10 PHOTOGRAPHS, ILLUSTRATIONS AND OTHER GRAPHIC ELEMENTS

The Exhibitor declares and guarantees that all the photographs, illustrations and other graphic and/or textual elements that he communicates to ARTEXIS, especially in order for them to be included in the Fair catalogue or released to the press, are free from any rights to the extent that ARTEXIS can freely use, reproduce, communicate, cede or exploit them in any given way. Where this is not the case, the Exhibitor undertakes to uphold all the rights that may be due on those photographs, illustrations and other graphic and/or textual elements communicated to ARTEXIS and to indemnify ARTEXIS for any cost, damage, prejudice or loss that ARTEXIS might incur due to the fact that these photographs, illustrations and other elements communicated to ARTEXIS are not free of all rights.

ARTEXIS reserves the right to take photographs during the Fair as well as during the periods of installation and dismantling, and reserves the right to use, reproduce, communicate, cede or exploit these photographs in any given way. Unless the Exhibitor addresses to ARTEXIS a request to the contrary by registered letter at least one month before the Date of Opening of the Fair, the Exhibitor declares and acknowledges that he is conceding to ARTEXIS conclusively and without charge the rights he may have over these photographs.

Cameras and video cameras brought by the Exhibitors, their representatives or subcontractors will only be admitted after authorisation from ARTEXIS. Only ARTEXIS or third persons appointed by it shall be entitled to take photos or to film during the Fair, and during the periods of assembly and dismantling.

## 10.11 PROHIBITION OF SMOKING

In accordance with the legal applicable provisions, there is a total prohibition of smoking. Exhibitors need to ensure the observance of this prohibition on and around their site.

## 10.12 DISTRIBUTION OF FREE INVITATIONS

Distributing free invitations at the entrance to the Fair is forbidden, as is the use of invitations or admission tickets other than those produced by ARTEXIS.

## ARTICLE 11: INSURANCE AND RESPONSIBILITY

**11.1** The Exhibitor is required to cover all possible civil liability that he could encounter in relation to the Fair by subscribing to a share in a collective insurance policy taken out by ARTEXIS on behalf of Exhibitors. Generally speaking, the policy covers damage that the Exhibitor might cause to the Building, to third parties or to the property or possessions of third parties in accordance with the policy provisions. In the event of an accident, the Exhibitor should immediately submit a written report on the circumstances leading to the accident to ARTEXIS and the broker indicated by ARTEXIS.

**11.2** ARTEXIS also offers Exhibitors the possibility of taking out insurance for the products, pieces, works and appliances exhibited by means of participation in the "Exhibition All Risks" group insurance policy taken out by ARTEXIS on behalf of the Exhibitors. Generally speaking, this policy provides round-the-clock cover, during the Fair, for theft and deterioration of the items belonging to the Exhibitor under the terms of the clauses of this policy. In the event of an accident, the Exhibitor should immediately submit a written report on the circumstances leading to the accident to ARTEXIS and the broker indicated by ARTEXIS. In the event of theft, the Exhibitor must also immediately report the incident to the police and have a report drawn up.

Unless the Exhibitor produces proof judged to be adequate by ARTEXIS' broker that he has an appropriate insurance policy covering the products, pieces, works and appliances exhibited, and this is produced before billing of the technical orders by ARTEXIS, the Exhibitor will be obliged to subscribe to the "Exhibition All Risks" insurance policy offered by ARTEXIS.

**11.3** In order to be able to benefit from the civil liability and Exhibition All Risks insurance policy contracted by ARTEXIS on behalf of the Exhibitors, the Exhibitor should fill in the order forms included in the Fair Exhibitors' file. Likewise, as regards the "Exhibition All Risks" insurance, the Exhibitor must draw up a list of items to be insured under this policy.

The Exhibitor will only be able to benefit from these insurance policies after full payment of the premiums relating thereto. All costs that ARTEXIS may incur on account of lack of insurance of an Exhibitor or an Exhibitor's failure to comply with the provisions of this Article 11 will have to be reimbursed in full by the Exhibitor.

The insured Exhibitor must bear its part in the damage in the event of insufficient cover resulting from these insurance policies.

The Exhibitor can familiarise himself at any time with the cost, cover and any conditions, limitations, exclusions and excesses of these insurance policies proposed by ARTEXIS, upon simple request sent to ARTEXIS.

It is understood that ARTEXIS does not intervene either as joint insurer or as an insurance broker or intermediary.

**11.4** Regardless of his subscription to the "Exhibition All Risks" policy, the Exhibitor declares and acknowledges that in the event of theft, accident or damage he renounces, unconditionally and irrevocably, any action or recourse against ARTEXIS, the proprietors, operators or occupants of the Building,

the subcontractors and participants in the Fair, the managers, executives, administrators or officials of these entities or organisations, and the persons or companies associated with these entities or organisations. Moreover, the Exhibitor expressly renounces, unconditionally and irrevocably, both on his own behalf and on behalf of persons authorised by him and his insurers for which he answers, any action or recourse that they may have the right to exercise against ARTEXIS, the proprietors, operators or occupants of the Building, the subcontractors and participants in the Fair, the managers, executives, administrators or officers of these entities or organisations, and the persons or companies associated with these entities or organisations, by virtue of all legal or extra-legal provisions or by reason of all the damage caused, directly or indirectly, to them or to third parties. The Exhibitor undertakes, both on his own behalf and on behalf of persons authorised by him, to notify his damage, civil liability and industrial accidents insurers of this renunciation. Should ARTEXIS not be able to rely (completely) on the exemptions from responsibility stipulated in its favour in these General Conditions, the Exhibitor acknowledges and accepts that in that case the responsibility of ARTEXIS shall be limited to a maximum amount corresponding to the total of the amounts invoiced by ARTEXIS to the Exhibitor for his participation in the Fair.

## ARTICLE 12: EXPULSION

- 12.1** ARTEXIS reserves the right to expel an Exhibitor from the Fair with immediate effect and to terminate the entire contractual relationship with him if the Exhibitor does not observe the General Conditions or any other contractual provision that links him to ARTEXIS. Thus, as an example, ARTEXIS may proceed to expel an Exhibitor especially (but not exclusively) in the following cases:
- if the Exhibitor fails to settle the full amount due to ARTEXIS;
  - if the Exhibitor breaches the interdiction of subletting or transfer;
  - if the Exhibitor does not observe prescribing rules about safety or the nature of displayed products. etc.; or else
  - if one of the circumstances mentioned in Article 4.2 occurs.
- 12.2** In the same way, ARTEXIS reserves the right to expel an Exhibitor from the Fair with immediate effect and to terminate the entire contractual relationship with him if the Exhibitor proves bankrupt or insolvent, or implicitly or explicitly admits to not being able to honour his debts. If ARTEXIS should not proceed with such an expulsion, and/or if the receiver decides to occupy the site assigned to the Exhibitor, the receiver will be forbidden to sell the Exhibitor's products there at prices lower than the prices applied by the Exhibitor before the date of his bankruptcy.
- 12.3** The expulsion of an Exhibitor in no way affects the Exhibitor's liability to pay all the amounts due by virtue of Article 5.
- 12.4** If the Exhibitor refuses to leave the site of his own accord, ARTEXIS can proceed to forcible expulsion entirely at the Exhibitor's expense.
- 12.5** In addition to expelling the Exhibitor, ARTEXIS shall be entitled to claim from the expelled Exhibitor all the damages and interest that ARTEXIS may have suffered because of the facts that led to the expulsion, including a compensation for indirectly caused damage and also moral damage such as, but not limited to, harming the image or the good reputation of ARTEXIS or of the Fair.
- 12.6** In case of expulsion, the Exhibitor will not be able to claim from ARTEXIS any reimbursement nor any indemnity whatsoever for the damage and interest that the Exhibitor may have suffered because his expulsion.

## ARTICLE 13: FORCE MAJEURE

Events considered as force majeure include fire, war, natural disasters, act of Government, decisions regarding the Fair taken by the proprietor or operator of the Building which render site occupation and/or the organisation of the Fair considerably more costly and/or impossible. as well as all other eventualities or situations which render site occupation and/or the organisation of the Fair considerably more costly and/or impossible.

In the event of a case of force majeure, ARTEXIS is entitled to suspend the fulfilment of the contractual relationship with the Exhibitor for the duration of the case of force majeure, or to terminate in full or part that contractual relationship at any moment with immediate effect, without being liable to indemnify the Exhibitor. Moreover, in the event of force majeure, the amounts paid by the Exhibitor will remain acquired by ARTEXIS, the latter not being liable to pay any reimbursement or indemnity whatsoever.

## ARTICLE 14: CANCELLATION OF THE FAIR OR A ZONE OF THE FAIR BY ARTEXIS

Should ARTEXIS decide not to organise the Fair or to cancel a zone of the Fair for whatever reason which, however, does not constitute a case of force majeure in its own right, he will only be liable to reimburse the Exhibitor for the deposits and invoices already charged, without the Exhibitor being able to assert any right to a compensation for whatever reason.

## ARTICLE 15: APPLICABLE LAW, COMPETENT COURT AND LANGUAGE

For the application, interpretation and implementation of these General Provisions, only Belgian legislation is applicable, to the exclusion of all other legislation.

Any dispute between ARTEXIS and the Exhibitor resulting from or in connection with these General Conditions shall be settled exclusively and definitively by the competent courts of the legal district in which the Building is located.

In the event of a dispute, ARTEXIS and the Exhibitor must use the language of the legal district in which the Building is located or, if the Building is located in the legal district of Brussels, the language used in the Request for Admission if this is French or Dutch, or French if the language used in the Request for Admission is English or any language other than French or Dutch.