

General Terms and Conditions for participation in IPM Essen

Article 1 Applicability

1. These General Terms and Conditions for participation in IPM Essen (hereinafter: 'IPM') via Royal FloraHolland (hereinafter: 'general terms and conditions') apply to all registrations and agreements for participation in the IPM and the services to be provided by Royal FloraHolland in that context.
2. By registering or participating in the IPM, the participant declares that they have received and agree to these terms and conditions.
3. The general terms and conditions of the participant or of any trade association shall not apply, unless otherwise agreed in writing.
4. Deviation from these general terms and conditions can only be agreed in writing.
5. Once these general terms and conditions apply, they shall also apply without further explanation to new agreements between the parties in this regard, unless otherwise agreed in writing.
6. Should any provision of these general terms and conditions prove to be non-binding for any reason, this shall not affect the validity of the remaining provisions.
7. The Dutch text of this participation agreement, these general terms and conditions or any other participation agreement between the parties shall prevail.

Article 2 Participation

1. Participation is possible and permitted for growers and trading companies registered with Royal FloraHolland (hereinafter: 'participant(s)').
2. The participant is fully responsible and liable for the fulfilment of all obligations associated with participation and related to the participant's registration.
3. The participant agrees to accept all consequences of registration resulting from the signing of the registration form, even if a non-signatory executes the signature.
4. Participation is strictly personal and non-transferable. The participant is not entitled to transfer their registration or participation to a third party with the associated discount.
5. The discount offered by Royal FloraHolland is applicable for participants with an active administration number.
6. A collective registered with Royal FloraHolland cannot use the discount with the use of an individual administration number of the collective.
7. Royal FloraHolland reserves the right to unilaterally and retroactively review a decision regarding the granting of relationship discounts at any time if it appears that:
 - a. the applicable criteria for the relationship discount have not been met
 - b. other circumstances arise which in the opinion of Royal FloraHolland justify a revision.
 - b. A review will be reasonable and will be communicated to the participant with the reasons.

Article 3 Participation fees, costs included/not included

1. The participation fees set by Royal FloraHolland for IPM include the following costs:
 - Rent per square metre of stand space
2. The following costs are not included in the participation costs set by Royal FloraHolland for IPM, the costs mentioned in paragraph 2, if applicable, will be specified and charged separately on Royal FloraHolland's invoice:
 - own stand construction
 - transport of the products to be exhibited
 - design, construction and arrangement costs
 - standard stand fittings
 - construction and normal consumption of electricity (including adequate lighting)
 - Participant name plate
 - catering
 - use of Wi-Fi in the stand area
 - registration fee and media fee per participant at IPM

- costs for additional company information in the exhibition catalogue
- advertising costs
- the products and/or goods to be exhibited
- travel and accommodation expenses of the participant, their personnel or third parties engaged by them
- cost of transporting dry material such as brochures and PR material to the IPM
- cost of transporting live products not intended for exhibition at the IPM
- interpreters/translators, host/hostess and stand crew in the participant's stand area
- any extras in the stand space, such as décor or equipment specifically requested by the participant, including a fridge or coffee machine
- telephone, stand furniture, water connection, wall sockets, etc.
- any other costs, such as import duties and or costs of customs formalities.

Article 4 Payment

1. Royal FloraHolland is entitled to invoice the participant for the participation costs and other costs related to exhibition participation purchased from the Messe Essen exhibition organisation as soon as the participation agreement has been concluded or the participant has registered for participation in the IPM using the appropriate registration form at Royal FloraHolland. Prior to the IPM, 50% of the participation fee will be invoiced to the participant by Royal FloraHolland.
2. Payment of the participation fee and any other costs related to participation in the IPM must be made in Euros and within fourteen (14) days of the invoice date, all without discount or compensation, unless a different due date is indicated on the invoice.
3. The exhibitor is liable for all costs owed to Royal FloraHolland which are in any way related to their participation, regardless of whether these costs were incurred by the exhibitor themselves or by third parties acting on behalf of or in the name of the exhibitor.
4. If the participant has not paid the participation fees or any other amount owed to Royal FloraHolland (in full) on time or in full, Royal FloraHolland is entitled to:
 - a. charge the participant statutory interest from the moment the claim becomes due and payable, as well as to charge the participant collection costs and/or other costs, and;
 - b. terminate or dissolve the participation agreement with immediate effect, and/or;
 - c. deny the participant access to the IPM. In such a case, the participant remains obliged to pay the full participation costs and all other costs owed to Royal FloraHolland, without the participant being entitled to any compensation for costs incurred and/or damage suffered in connection with the denial of access to the IPM and/or the termination of the participation agreement or otherwise;
 - d. Refusing or denying registration and participation by the participant in other trade fairs organised by or on behalf of Royal FloraHolland.

Article 5 Set-up & breakdown of stand space, transport of products & goods

1. Set-up and take-down of stand space will be carried out by the participant themselves. Royal FloraHolland has no facilitating role here. Clearance of the booth space and its dismantling is allowed after the IPM closes and upon instructions from the IPM.
2. The participant shall themselves take care of the receipt of their transported products and goods for the IPM. Royal FloraHolland does not accept any products and/or goods from participants, nor is Royal FloraHolland liable in any way for such products and/or goods.

Article 6 Products and goods to be exhibited

1. Exhibiting products other than cut flowers, potted plants and dried flowers is excluded. Artificial flowers, silk flowers and plants are not allowed at the IPM.

Article 7 Area & layout/floor plan stand space(s)

1. Placement of stand space for participants is coordinated by the IPM, Royal FloraHolland has no input into this. After registering for the IPM via Royal FloraHolland, further communication and coordination regarding placement via the IPM will be arranged.

2. When placing stand space, the wishes of the participant(s), the effectively divisible square metres (m²) and the appearance of the Dutch national entry at IPM as a whole will be taken into account as far as possible.

Article 8 **Crew and use of the stand space**

1. The stand must be manned during the official opening hours of the IPM.
2. The Participant is not entitled to:
 - a. transfer the use of the stand space, in whole or in part, to third parties or to use the stand space (or have it used) for a purpose other than that specified in the participation agreement;
 - b. use the stand space in such a way that other participants or visitors to the IPM suffer damage and/or nuisance and/or inconvenience as a result, including noise nuisance, obstruction of access or passageways, or nuisance in any other form, all at the discretion of the IPM;
 - c. use open, running, spraying and/or atomised water in or near the stand area for the demonstration of its items, except with the express written consent of IPM. The participant must strictly comply with all relevant instructions given by the IPM;
 - d. use appliances, devices, heaters, fireplaces and similar items with open flames in or near the stand area, unless explicitly permitted or made available by the IPM;
 - e. use or store hazardous substances and/or goods, including highly flammable substances, gases or chemical pesticides or radioactive goods, in or near a stand area;
 - f. charge admission or any other form of fee to visitors for visiting the stand space or attending demonstrations, presentations and the like;
 - g. to engage in activities in or around its stand space which, in the opinion of the IPM, may be detrimental to the IPM in general, such as activities that are contrary to the law, public order and/or morality, and activities that may otherwise damage the image of the fair;
 - h. to sell (live) products during the IPM, unless the organisation of the IPM indicates otherwise. In the event of a conflict in this respect between the Participant and the exhibition organisation, Royal FloraHolland bears no responsibility or liability whatsoever.

Article 9 **Liability**

1. Royal FloraHolland accepts no liability for damage, of any kind whatsoever that the participant experiences or causes as a result of participating in the IPM. Royal FloraHolland accepts no liability for damage suffered by the participant as a result of the cancellation of the IPM.
2. Royal FloraHolland is not liable for any damage as a result of its services in this regard, except for damage directly caused by intent or deliberate recklessness on the part of (an employee of) Royal FloraHolland.
3. If the participant has failed in his responsibility or fulfilment of his obligations, Royal FloraHolland shall under no circumstances be liable for any resulting damage.
4. Royal FloraHolland does not take out any insurance policies relating to the participant's participation in the IPM. The participant has their own responsibility in this regard.
5. The participant indemnifies Royal FloraHolland against claims from the IPM or third parties relating to the participant's participation in the IPM.

Article 10 **Cancellation of participation**

1. In the event of cancellation of the participation agreement by the participant, they must notify Royal FloraHolland and [IPM](#) to make this known.
2. In case of cancellation by the participant, the [cancellation conditions of the IPM](#) apply.

Article 11 **Applicable law & disputes**

1. All disputes arising between Royal FloraHolland and the participant in connection with or arising from the participation agreement, these general terms and conditions or any other participation agreement between the parties shall be settled by the competent court in Amsterdam.