

## General terms and conditions of Fair participation

### **Article 1 Applicability**

1. These General Terms and Conditions for Trade Fair Participation (hereinafter referred to as: 'General Terms and Conditions') shall apply to all registrations and agreements for participation in the trade fairs organised by Royal FloraHolland or stand locations at trade fairs in which Royal FloraHolland participates, including but not limited to the Trade Fair Aalsmeer and the Flora Spring Expo (hereinafter referred to as the 'Fair') as well as the services performed and to be performed by Royal FloraHolland in that context.
2. Furthermore, the provisions of the Royal FloraHolland auction regulations shall apply to these general terms in so far as these general terms do not deviate from them.
3. By registering or participating in a Fair organised by Royal FloraHolland, the participant or exhibitor respectively declares that they have received and agree to the present terms and conditions.
4. General terms and conditions of the participant or exhibitor or of any trade association do not apply, unless otherwise agreed in writing.
5. Deviation from these general terms and conditions can only be agreed in writing.
6. 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.
7. 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.
8. The Dutch text of these general terms and conditions, the participation agreement or any other relevant agreement between the parties shall prevail.
9. If a situation arises between Royal FloraHolland and a participant or exhibitor that is not regulated in these general terms and conditions, this situation must be assessed 'in the spirit' of these general terms and conditions.

### **Article 2 Participation**

1. Registration and participation is possible and permitted for suppliers (members and non-members), trading companies, breeders and suppliers of value-added products for flowers and plants registered with Royal FloraHolland (hereinafter referred to as: 'exhibitor'), at the minimum number of square metres (m<sup>2</sup>) of stand space determined by Royal FloraHolland and at the amount determined by Royal FloraHolland per m<sup>2</sup> of stand space. Royal FloraHolland reserves the right to give priority to members over non-members, trading companies, breeders and other suppliers and/or third parties when registering and admitting for participation.
2. The exhibitor is fully responsible and liable for fulfilling all obligations associated with participation and related to the exhibitor's registration. Royal FloraHolland is entitled to give additional instructions regarding Fair participation.
3. All applications are assessed by an admissions panel, comprising account managers.
4. The exhibitor declares that they will accept all the consequences of the registration arising from the signing of the registration form, even if the signing is done by a non-signatory.
5. Participation is strictly personal and non-transferable. The exhibitor is not entitled to transfer their registration
6. or participation to a third party.

### **Article 3 Layout, setting up & dismantling stand space**

1. Royal FloraHolland reserves the right to determine the layout of the stand space(s) or floor plan at its own discretion. As much as possible, this takes into account the wishes of the exhibitor(s), the effective area of the Fair floor to be divided, etc.
2. The exhibitor is responsible for setting up and dismantling and for furnishing the stand space allocated to the exhibitor.
3. The exhibitor must comply with the set-up and dismantling times of the Fair, as stated in the Fair information.
4. The set-up of the stand space shall remain within the number of square metres (m<sup>2</sup>) rented by the exhibitor and the set-up may not exceed 2.5 metres in height, unless expressly agreed otherwise with Royal FloraHolland and with neighbouring exhibitors.
5. The exhibitor is not allowed to write ballpoints, markers, pencils etc. on the walls of the stand space nor to drill, screw, staple, nail and/or cover the walls with tape or any other fasteners. In case of damage to the stand space and/or stand construction materials, Royal FloraHolland is entitled to charge any repair, removal and/or cleaning costs to the exhibitor.
6. The furnishing materials used by the exhibitor must comply with the general fire regulations. Any combustible materials should be treated with fire retardant or fire-resistant agents. The fire brigade will check the stand area for this before the start of the Fair.
7. If the stand space has not been dismantled and/or vacated by the exhibitor on the last day of the Fair at the time indicated by Royal FloraHolland, as mentioned in the manual supplied to the exhibitor by Royal FloraHolland, Royal FloraHolland shall be entitled to dismantle and vacate the stand space at the expense and risk of the exhibitor and to destroy any products and/or goods still present in the stand space.

### **Article 4 Transport and quality of products & goods to be exhibited**

1. The exhibitor shall themselves take care of the transport and receipt of these products and goods within the times indicated by Royal FloraHolland. Royal FloraHolland will not accept any goods from the exhibitor, nor will Royal FloraHolland be liable for them in any way.
2. The exhibitor is not allowed to transport products and goods to or from the stand space during the opening hours of the Fair.
3. The products and goods to be exhibited by the exhibitor at the Fair shall be of excellent quality.
4. Only sale-ready finished goods for day and/or forward trade of the exhibitor may be exhibited in the stand. Exhibiting other products is excluded and not allowed.
5. If the exhibitor has an administration number with Royal FloraHolland, the products and goods traded by the exhibitor at the Fair must be paid for via Royal FloraHolland.

#### **Article 5 Crew & use of stand space**

1. The stand must be used by the exhibitor and/or their staff during the official opening hours of the Fair. Third parties are not permitted to use the stand space.
2. The exhibitor must strictly observe all instructions given by Royal FloraHolland in this respect.
3. The exhibitor is not entitled to:
  - a) hand over the stand space in whole or in part to third parties for their use, or to use the stand space (or have it used) for a purpose other than that described in these general terms and conditions;
  - b) make such use of the stand space that other exhibitors or visitors to the Fair suffer damage, hindrance and/or nuisance in any other form, including noise nuisance, at the discretion of Royal FloraHolland;
  - c) obstruct (main) passages and/or emergency exits;
  - d) use open, running, spraying and/or atomised water in or near the stand space, unless this is necessary to water the products on display, at the discretion of Royal FloraHolland;
  - e) use appliances, devices, stoves, fireplaces and the like with open flames, in or near the stand space, unless explicitly permitted or made available by Royal FloraHolland;
  - f) 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;
  - g) keep and/or present live animals in the stand area;
  - h) smoke on the Fair floor, or in and/or around the stand area, except in the specifically named and designated smoking areas;
  - i) consume alcoholic beverages during the opening hours of the Fair, unless this has been explicitly agreed with Royal FloraHolland prior to the Fair.  
use drugs – this is prohibited at all times.
  - j) offer catering from the stand space, unless explicitly agreed with Royal FloraHolland.
  - k) distribute flyers or other advertising or promotional material to visitors to the Fair outside the exhibitor's stand area, unless the exhibitor has permission from Royal FloraHolland to do so. However, distribution of flyers etc. by the exhibitor from their own stand space is allowed.
  - l) charge admission or any other form of fee to visitors for visiting the Fair space or attending demonstrations, presentations and the like;
  - m) to develop activities in or around their stand space which, in the opinion of Royal FloraHolland, may be harmful to Royal FloraHolland or the Fair in general, such as activities which are contrary to the law, public order and/or public decency and activities which may otherwise damage the image of the Fair and/or Royal FloraHolland.
4. Royal FloraHolland will maintain order at and during the Fair. If the exhibitor acts contrary to the current general terms and conditions, Royal FloraHolland shall be entitled to give the exhibitor a verbal or written warning and/or to immediately remove the exhibitor and their personnel from the Fair (or have them removed) and to exclude them from further and future participation in the Fair and/or other events and fairs organised by Royal FloraHolland, all this at the discretion of Royal FloraHolland.
5. Any questions and/or complaints from the exhibitor during the Fair can be made known to the Royal FloraHolland staff present at the venue and will be dealt with (to the extent possible) by Royal FloraHolland. The exhibitor can communicate any questions and/or complaints after the Fair by e-mail to [events@royalfloraholland.com](mailto:events@royalfloraholland.com) or by telephone at T: 088-7898989.

#### **Article 6 Costs & payment**

1. From the moment the exhibitor registers for participation in the Fairhibition using the appropriate registration form or the agreement to participate in the Fair is concluded, the exhibitor shall owe Royal FloraHolland the costs of stand rental and all other costs relating to the exhibitor's participation in the Fair.
2. The costs described in paragraph 1 of this article will be collected by Royal FloraHolland from the exhibitor within two (2) weeks prior to the Fair via the exhibitor's administration number at Royal FloraHolland or invoiced to the exhibitor if the exhibitor does not have an administration number at Royal FloraHolland. If the exhibitor rents goods or materials from Royal FloraHolland for use at the Fair, the amounts owed for that purpose will be charged to the exhibitor by Royal FloraHolland after the Fair in the aforementioned manner. The amounts on account of any goods or materials hired by the exhibitor from third parties, including a stand builder, shall be settled directly between the exhibitor and the third party/parties concerned.
2. 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 exhibitor fails to pay costs or any other amount owed to Royal FloraHolland on account of or in connection with the exhibitor's participation in the Fair (in full or in time), Royal FloraHolland will be entitled to:
  - a) charge the statutory interest to the exhibitor from the moment the claim has become due and payable as well as charge collection costs and/or other costs to the exhibitor, and;
  - b) where applicable, cancel or terminate the (agreement of) participation with immediate effect, and/or;
  - c) deny the exhibitor access to the Fair. In such a case, the exhibitor shall remain obliged to pay all costs owed by the exhibitor to Royal FloraHolland in this respect, without the exhibitor being able to make any claim to compensation of costs already paid or incurred by the exhibitor and/or damage suffered as a result of the aforementioned cancellation or termination and/or denial of access to the Fair or otherwise.
  - d) refuse registration and participation by the exhibitor in other events and fairs organised by or on behalf of Royal FloraHolland.

### **Article 7 Cancellation**

1. Royal FloraHolland reserves the right to cancel or dissolve the (agreement of) participation in the Fair by the exhibitor in the event:
  - a) of a (binding) instruction or regulation from a competent government body to Royal FloraHolland in respect of (the licence to) organise or set up the Fair;
  - b) of insufficient applications for participation and/or, in the opinion of Royal FloraHolland, insufficient exhibitors at the Fair;
  - c) of force majeure, such as not reasonably foreseeable and/or unforeseeable circumstances beyond the direct sphere of influence of Royal FloraHolland.
  - d) bankruptcy, suspension of payments or debt restructuring of the exhibitor or an application to that effect;
  - e) in case of cessation or liquidation of the exhibitor's business;
  - f) an act or omission by either party contrary to the provisions of these general terms and conditions and/or contrary to the law or public policy.
  - g) change of circumstances and/or insights at Royal FloraHolland, in such a way that Royal FloraHolland would not have allowed the exhibitor's registration or participation in the Fair had they been aware of these circumstances and/or insights.
2. Royal FloraHolland will inform the exhibitor in writing (by e-mail) of the cancellation, giving reasons. If and insofar as the exhibitor has paid Royal FloraHolland the participation costs and/or

other costs in question, Royal FloraHolland will refund these costs to the exhibitor, unless cancellation or dissolution occurs on the grounds of article 7, paragraph 1 under e or f.

3. In case of cancellation of the participation contract by the exhibitor, they shall notify Royal FloraHolland in writing (by e-mail to [events@royalfloraholland.com](mailto:events@royalfloraholland.com)). In case of cancellation by the exhibitor:
  - a) after the closing date of registration for the Fair, the exhibitor shall owe 20% of the total amount of stand rent to Royal FloraHolland;
  - b) after confirmation and/or allocation of the stand space by Royal FloraHolland to the exhibitor, the exhibitor will owe 50% of the total amount of stand rent to Royal FloraHolland;
  - c) within one (1) month prior to the Fair, the exhibitor shall owe 100% of the total amount of stand rental and/or other costs related to the cancellation by the exhibitor to Royal FloraHolland or the exhibitor is not entitled to a refund of the aforementioned amounts and costs.

### **Article 8 Liability**

1. Royal FloraHolland accepts no liability for damage of any kind suffered or caused by the exhibitor as a result of participation in the Fair. Royal FloraHolland accepts no liability for damage incurred by the exhibitor as a result of cancellation by Royal FloraHolland as described in these general terms and conditions.
2. Royal FloraHolland is not liable for any damage as a result of its service in this regard, except for damage directly caused by intent or conscious recklessness of (an employee of) Royal FloraHolland. In the event of an error by Royal FloraHolland employees that can be considered intentional or deliberately reckless, the liability of Royal FloraHolland and its employees shall be limited to the rate charged for the service in question.
3. If the exhibitor has failed in their responsibility or fulfilment of their obligations, Royal FloraHolland shall in no case be liable for any damage resulting from this.
4. Royal FloraHolland does not take out insurance in relation to the exhibitor's participation in the Fair. The exhibitor has their own responsibility in this regard.
5. The exhibitor indemnifies Royal FloraHolland against claims from third parties related to the exhibitor's participation in the Fair.
6. Royal FloraHolland is not and cannot be held liable for loss, theft of or damage to products and/or goods, including floriculture products, before, during and/or after the Fair.

### **Article 9 Applicable law & disputes**

1. These general terms and conditions, the (participation agreement) or any other agreement in the context of participation in the Fair between Royal FloraHolland and the exhibitor or third parties, including visitors to the Fair, of which these terms and conditions form part, shall be governed exclusively by Dutch law.
2. All disputes arising between Royal FloraHolland and the exhibitor relating to or arising from (the contract of) participation in the Fair, these general terms and conditions or any other relevant agreement shall be settled by the competent court in Amsterdam.