

GENERAL CONDITIONS

GENERAL

Article 1.

In the general conditions stand holder should be taken as meaning: any who carry out services under the auspices of the relevancy declaration incorporated in these general conditions. In practice the general conditions apply both to the stand holder's quotation and to the client's acceptance or rejection of the proposals put forward and also the ensuing contract.

QUOTATIONS / PRICE ADJUSTMENT

Article 2

1. Quotations remain valid for one month unless otherwise stated in the relevant quotation.
2. The agreement is drawn up as soon as the stand holder has received notice that the terms in the quotation have been accepted.
3. If, when the acceptance papers are being drawn up reservations or alterations are inserted regarding the quotation, then, in contrast to the stipulations laid down in the previous paragraph, the agreement will only be established once the stand holder has conveyed to the client that he agrees with the proposed amendments.
4. Quotations must always be presented in writing.
5. Deviations from the general conditions will only become valid if they are settled in writing.

Article 3

The stand holder's quotation consists, in part, of directives indicating how he is obliged to carry out and complete the job in hand.

Article 4

The stand holder is entitled to raise the client's charges in line with price increases, to nullify the agreement in the event of war and/or if after that the agreement was signed governmental expenses, National Insurance contributions, taxes and levies are raised or introduced, the exchange rate changes, the cost of materials increases or other external factors cause prices to rise also if this occurs subsequent to the circumstances foreseeable at the time when it was agreed that the job should be commissioned.

COSTS / COMPENSATION

Article 5

1. In the event that the stand holder and the client fail to lay down a formal agreement the latter is bound to meet all the photo, design, scale-model, drawing etc. costs involved in the preparing of the agreement and to pay all this to the stand holder.
2. If a contract is drawn up then the expenses referred to in paragraph 1 will be included in the agreed on price.
3. If no contract is passed but the client still, however, wishes to himself, or via a third party, make full or partial use of the design for his own purposes he is obliged to pay the stand holder for this a reasonable compensation which is to be established by the latter.

INSPECTION

Article 6

1. The client is obliged to inspect the quality of the work commissioned and completed and to do this before the exhibition or event opens.
2. All complaints should be reported to the stand holder immediately at the time of inspection. The stand holder will attend to these matters as quickly as possible and a second inspection will then follow with the stipulations laid down in paragraph 1 being observed.
3. If inspection is not carried out in time or if no complaints are received after the inspections that were carried in good time then it may be said that the stand holder has fulfilled the duty of delivering the product.

DELIVERY / PROPERTY

Article 7

1. Once the product has been delivered the client is authorised to take over the project. It is the client's duty to return the product, insofar as it is not his property, to the stand holder in the state in which he received it as soon as possible after the exhibition or event has ended and in any case no longer than 12 hours afterwards.
2. The stand holder is obliged to inspect the quality of the completed work. The stipulations laid down in article 6 are accordingly applicable here.
3. The finished product remains the property of the stand holder just as does the copyright for the design and the necessary photos, designs, scale-models, models, drawings etc. prepared insofar that in the quotation the opposite is not stipulated.
4. If it is stated in the quotation that the final product is to be made the property of the client then property conveyance will take place at the time of delivering and through the act of delivering in accordance with what is stipulated in paragraph 5.
5. If the intention is to hand over the work to the client and make it his property the stand holder must retain the ownership rights until such a time as the whole amount due, as laid down in the contract, has been paid in which case ownership transfers at the moment when the last instalment is paid. If the ownership right has not been passed on to the client he is not entitled to hypothecate all or parts of the work or give any rights whatsoever to third parties.

RISKS

Article 8

1. After completion the entire project is the total responsibility and risk of the client until he hands it over to the stand holder.
2. The client is obliged to notify the stand holder as quickly as possible of any theft, loss or damage to property belonging to the stand holder that has been used in the project and he is bound to fully compensate the damage done to that property regardless of how that has come about.
3. The compensation level amounts, at the very most, to the new price value undiminished by any further responsibility the client might have for damages arising on the part of the stand holder because the consignment was not completed in time, was not up to standard or was not delivered at all.

Article 9

1. Goods belonging to the client that are intended for use in the project or which, in line with the stipulations detailed in the specifications are intended to be instrumental to the project should be presented by the client to the stand holder or taken to the work site and made available to the stand holder.
2. The client is liable for all damages arising on the part of the stand holder and emanating from not meeting the commitments in time, at all or well enough extending to the borrowing of the commodities referred to in paragraph 1 from the stand holder regardless of the reason why the commitment may not have been met at all, in time or as required.

3. The client's goods which, in conformity with the stipulations given in the specifications are intended to be used in the execution of the project together with the client's goods that are intended for exhibition in, on, at or with the stand will only be transported to the work site by the stand holder if this has been agreed on in writing. At the same time it will be decided which party is to pay for these transport costs.
4. During transportation as referred to in paragraph 3 and when loading, unloading and storing in the exhibition hall the risks for goods are entirely the client's. In the event that property is lost, stolen or damaged the stand holder is not obliged to pay the client any sort of compensation unless this has been caused deliberately or through carelessness on the part of the stand holder.
5. In cases where the client's goods are transported by the stand holder together with his own goods the client is held responsible for all damage caused to goods, transport means or persons employed by the stand holder in any kind of faults is detected in the client's goods. The client furthermore exonerates the stand holder from any liability to compensate damages arising for third parties through such faults.
6. The expenses involved in packing and unpacking, assembling and dismantling the goods referred to in paragraph 1 will be paid by the client.

Article 10

The stand holder is not responsible for damages incurred by the client and/or by third parties whether this ensues from not meeting at all, not meeting in time or not properly observing the agreement on the designing of the project or on the executing and finishing of the job or for defects of any kind however they might have arisen or as a consequence of any other causes related to the agreement existing between the parties unless caused deliberately or through the stand holder's carelessness.

FORCE MAJEURE

Article 11

1. The final delivery date agreed on by both parties will be extended for as long as the stand holder is prevented, due to circumstances beyond his control, from meeting his obligations.
2. There may be talk of force majeure on the part of the stand holder if he, after the agreement has been established, is prevented from carrying out his duties or preparing for his duties as stated in the contract due to war, the threat of war, civil war, riots, molestation, fire, water damage, flood, strikes, sit-ins, debarring, government actions, mechanical defects, power failures or because of shortcomings in the fulfilling of his commitments arising from the organiser of the exhibition or event or on the part of the trader on the premises used for those purposes; in all instances both in the standholder's business and with third parties from whom the stand holder must acquire all or some of the required materials and raw materials, also in storing or during transport, and furthermore through all other possible arising factors that cannot directly be blamed on the stand holder or regarded as risks.
3. If, due to circumstances that cannot be controlled, completion of the job is delayed by more than two months both the stand holder and the client are entitled to regard the contract as being null and void. If this is the case the stand holder may only claim compensation for the expenses that he has incurred.

PAYMENT

Article 12

1. The sum that has been agreed on by both parties ought to be paid within thirty days of the date given on the invoice unless otherwise in writing. If he so wishes the stand holder may, while the job is being done or while the client is making use of the facilities, request that an advance payment be paid on the agreed on sum. Such an advance payment must be paid within thirty days of the relevant invoice notice date.
2. Payment of all debts connected with these conditions, other than those according to paragraph 1 should be met within 10 days of the invoice issue date.
3. Should the debtor fail to pay the bills referred to in paragraph 1 and 2 within the required term then the client will be found to be legally in the wrong and the amount unpaid after the invoice expiry date the stand holder will, without further warning, be charged 1% interest per month with part of a month being treated as a whole month.

DISSOLUTION

Article 13

1. The agreement will be dissolved without legal intervention and without any proof of default being called for at the point in time when the client is declared to be bankrupt, applies for suspension of payment, or through impoundment, receivership, or other circumstances the client loses control over his assets or part of his assets.
2. When dissolution takes place any claims standing open on the both sides may be demanded immediately. The client is responsible for the damages suffered by the stand holder involving amongst other things, loss of profit and transportation costs.

DEMANDS OF PAYMENT / COLLETERAL

Article 14

All the legal and non-legal costs necessary to meet the demands of payments have to be paid for entirely by the client.

Article 15

To ensure that everything the client owes the stand holder or has spent on his behalf is paid up the stand holder maintains retention rights on all the client's goods that have been used in the designing or production of the construction or which are exhibited in, on, above or with it.

RESOLVING DIFFERENCES

Article 16

1. All disputes between parties excluding normal judicial ones will be settled through binding recommendations in accordance with the regulations of the Dutch Arbitration Institute.
2. A dispute is viewed as concrete when one of the parties confirms that this is so.
3. With this arbitrary clause one cannot rule out the possibility that for urgent matters parties will turn to the presiding judge administering justice in summary proceedings and the adoption of legal measures and ways of seeing that those same measures are maintained.

APPLICABLE LAW

Article 17

Dutch law applies to all the agreements settled by the stand holder.