

STANDARD TERMS AND CONDITIONS FOR RAI EXHIBITOR SERVICES

Below please find the standard terms and conditions pertaining to the delivery by RAI of exhibitor services. These Terms and Conditions consist of two parts:

- **Part I**, “*General*”, which applies to the delivery of all exhibitor services by RAI; and
- **Part II**, “*Specific Products*”, which applies additionally to the following specific exhibitor services by RAI:
 - A. Electricity (pag.8);
 - B. Rigging (pag.10);
 - C. Water, gas and compressed air (pag.11);
 - D. Catering, food and beverage (pag.12);
 - E. Waste removal (pag.12); and
 - F. Stand construction (pag.13).

Where Part II conflicts with Part I, the latter prevails.

PART I – GENERAL

Article 1 – Definitions

- 1.1 **Client**: a natural or legal person who places an Order in the Web Shop;
- 1.2 **Contract**: a contract between RAI and a Client for the supply of Products;
- 1.3 **Convention Centre**: the RAI Amsterdam Convention Centre located at the Europaplein in Amsterdam, The Netherlands;
- 1.4 **Event**: a trade show, exhibition or other event organised in the Convention Centre by or in cooperation with RAI;
- 1.5 **Order**: an order from a Client as referred to in article 4.2 of these Terms and Conditions;
- 1.6 **Parties**: RAI, the Client and, where applicable, the Supplier;
- 1.7 **Product**: a product, good, service or a combination thereof, which RAI has agreed to provide to the Client (whether or not through an intermediary or a Supplier);
- 1.8 **RAI**: RAI Amsterdam B.V., which has its registered office at Europaplein 24, 1078 GZ, Amsterdam, The Netherlands, registered in the trade register of the Chambre of Commerce under number 34192575; Suppliers, and the assistants of Exhibitor Services and/or Suppliers;
- 1.9 **Exhibitor Services**: RAI's department which is responsible for the delivery and/or installation of a Product to Clients;
- 1.10 **Space or Stand**: the space or stand in the Convention Centre as specified in the Contract;
- 1.11 **Supplier**: the supplier engaged by RAI for the delivery of Products;
- 1.12 **Terms and Conditions**: these standard terms and conditions which apply to the delivery by RAI of exhibitor services; and
- 1.13 **Web Shop**: the virtual ‘shop’ which can be found on RAI’s website www.rai.nl.

Article 2 – Applicability of the Terms and Conditions

- 2.1 These Terms and Conditions apply to all offers, requests and Contracts pertaining to the subject matter set out herein. Deviations from and additions to these Terms and Conditions will be valid only if they have been expressly agreed in writing by RAI.
- 2.2 The applicability of the standard terms and conditions of other parties, including those of the Client, is expressly excluded.
- 2.3 RAI reserves the right to amend these Terms and Conditions unilaterally.

- 2.4 The Terms and Conditions can be found on RAI's website (www.rai.nl) and a copy will provide upon request, without charge.

Article 3 – The Web Shop

- 3.1 RAI will provide Clients with personal login data for the Web Shop. Such data is personal and may only be used by the Client, which shall guarantee confidentiality.
- 3.2 The Client will be responsible and liable for all Orders placed by using the Client's login data.
- 3.3 With his personal login data, the Client can access a personal web page in the Webshop containing information in respect of the Client. The Client will verify this information and will notify RAI forthwith if any of the information is incorrect.

Article 4 – Order confirmation

- 4.1 All offers from RAI, whether in writing, by e-mail, by fax or electronically (Web Shop), are without obligation.
- 4.2 Orders for Products are placed by the Client in accordance with RAI specifications. The Client guarantees that any measurements, requirements, specifications and other data provided to RAI by him or his behalf are correct and complete. RAI will not be liable for any incorrect pricing, illustrations, drawings and statements of size and weight in confirmations to the extent these are based on errors or incorrect information provided by the Client.
- 4.3 Clients may place Orders to RAI in the Web Shop or in writing, by fax or e-mail.
- 4.4 A Contract is confirmed when RAI confirms the Order to the Client in writing, by e-mail or by fax and without reservation. A Contract is not (yet) confirmed by the mere confirmation by RAI of receipt of a message from the Client.
- 4.5 Clients must specify in each Order the Product, the number, the Event, the period of the Event during which the Client wishes to have the Products and any other requirements.
- 4.6 Before sending confirmation of an Order, RAI may verify the validity of the Order and/or request further information or specification from the Client.
- 4.7 RAI may decide not to provide the requested Products or to offer alternative Products if opportune.
- 4.8 RAI may request the Client to provide a security deposit or bank guarantee prior to confirming of an Order. RAI's claims against the Client may be set off by RAI against such deposit or bank guarantee.
- 4.9 Client may not wholly or partly transfer any rights under the Contract to third parties without the express prior written consent of RAI.

Article 5 – Prices

- 5.1 When confirming the Order, RAI will confirm to the Client the prices of delivery and, to the extent applicable, the installation of the Products. After confirmation, prices may be altered by RAI only after it has informed the Client. All prices are exclusive of value-added tax (VAT) and other government levies, which will be borne by the Client.
- 5.2 The financial consequences of amendment of an Order between the date of confirmation of the Order and the delivery and/or installation of the Products will be borne by the Client.
- 5.3 For Products ordered as from 5 days before the first Event day, a late fee of 20 % will be charged. This does not include catering, parking and waste removal Products.

Article 6 – Delivery

- 6.1 Unless agreed otherwise in writing, the date listed in the confirmation of an Order serves as the date of delivery and/or installation of the Products. If the date of delivery and/or installation is exceeded, this will not constitute default on the part of RAI, in case the delivery and/or installation takes place within such reasonable time, as RAI and the Client determine together. If a delivery and/or installation date is exceeded, such will not entitle the Client the termination of the Contract or damages.
- 6.2 The term indicated in the confirmation of the Order will apply only if all necessary data are in the possession of RAI and the payment has been made (where this must be made together with the Order) or the requested security has been provided.
- 6.3 A Product will be deemed to have been delivered and accepted by the Client after RAI has confirmed to the Client of correct delivery and/or installation and:
- The Client has approved or accepted the Product; or
 - 24 hours have expired since such confirmation; or
 - The Client has started to use the Product.
- 6.4 Immaterial imperfections in the Product which can be repaired and which do not impair the functioning of the Product, do not give right to suspend payment or to claim compensation, subject to the proviso that the Client will be entitled to repair the imperfection.
- 6.5 If a Product is accepted by the Client, this will discharge RAI from all liability for imperfections which the Client could reasonably be expected to have discovered.
- 6.6 The risk in relation to a Product passes to the Client when the Client is deemed to have accepted it in accordance with this article.

Article 7 – Amendments and cancellation

- 7.1 The Client must accept the Products at the time specified in the Contract.
- 7.2 Unless expressly provided otherwise in Part II of these Terms and Conditions or in the Contract, the following applies in case of (partial) cancellation of a Contract:
- 7.2.1 Notice of cancellation of a Contract must be given to RAI in writing, by e-mail or by fax;
- 7.2.2 The Client may cancel all or part of a Contract without charge until the 14th working day before the first build-up day of the Event;
- 7.2.3 If a Client cancels a Contract on or after the 14th but before the 6th working day before the first build-up day of an Event, he will owe a cancellation fee of 50 % of the agreed price;
- 7.2.4 In the event of cancellation of a Contract on or after the 6th working day before the first build-up day of an Event, the Client will owe 100 % of the agreed price.

Article 8 – Termination of Contract

- 8.1 The Contract will end upon the expiry of the period specified in the Contract.
- 8.2 RAI may suspend performance of its obligations under the Contract or terminate the Contract in whole or in part, without prejudice to the right of RAI to claim compensation for its costs, interest and other damage in the event of:
- 8.2.1 a breach of Contract on the part of the Client or if it is foreseeable that the Client will fail to fulfil any of its obligations;
- 8.2.2 bankruptcy, suspension of payments, seizure of assets or termination of the business of the Client.
- 8.3 If, before the start of the Event, the Client has not paid all amounts owed to RAI or has otherwise failed to fulfil his obligations, RAI may terminate the Contract unilaterally, without prejudice to the right to claim damages.

Article 9 – Reservation of title upon sale

- 9.1 In so far as a Product is delivered and/or installed with a view to transferring ownership thereof to the Client, RAI reserves title to the Product until the Client has fulfilled all his obligations. In the event of default by the Client, RAI may exercise the reservation of title to the Product.
- 9.2 If the Client fails to fulfil his obligations or there are good grounds for fearing that this will happen, RAI may reclaim the Product. In such case, the Client must fully cooperate, subject to payment of a penalty of € 10,000.00 for each day that the breach lasts.

Article 10 – Rent of Products

- 10.1 RAI shall always be entitled to inspect the condition and manner of use of rented Products. In view hereof, the Client should allow RAI access to the Product upon first request.
- 10.2 The Client may not (i) integrate a Product into an item of property belonging to the Client (ii) mix a Product with its own property (iii) transform a Product or (iv) limit the right of title of RAI to rented Products in any way.
- 10.3 The Client hereby expressly accepts that ownership of the Products which it rents from RAI shall remain vested in the RAI. Client will use the Products only for the purpose for which the Products are intended.
- 10.4 The Client shall guarantee correct return to RAI of any rented Products, save for normal wear and tear.

Article 11 – Obligations of Client

- 11.1 The Client shall ensure that the delivery and/or installation of a Product by RAI is possible during the RAI's working hours and in conditions that comply with the applicable safety requirements and other government regulations.
- 11.2 The Client shall ensure that the requisite approvals (such as licences and exemptions) and the necessary specifications and other data are available to RAI on time.
- 11.3 The costs of energy and power which are used by RAI and the approvals obtained for the delivery and/or installation of a Product will be borne by the Client.
- 11.4 The Client shall ensure that any work (e.g. structural work) to be carried out by third parties and any materials to be supplied and/or other activities to be performed other than by RAI is carried out on time and in such a way that the delivery and/or installation of a Product is not delayed. In the event of delay, the Client shall immediately notify RAI in writing.
- 11.5 The Client shall ensure that adequate and safe auxiliary equipment is available on time for the movement of heavy components of a Product and for the accessibility and suitability of the place where work on the Product is to be carried out.
- 11.6 The Client shall bear the risk of, at least, the following:
- Damage to and loss of things such as materials, parts or tools which have been supplied by RAI and are under his supervision;
 - Damage caused by defects or the unsuitability of things provided by him or prescribed by him and for the late delivery of such things;
 - Damage caused by defects in designs, drawings, calculations, specifications, structures and/or implementing rules supplied by or on behalf of the Client;
 - Damage caused by the defective delivery and/or installation of a Product which is attributable to auxiliary staff engaged at the request of the Client or on his behalf; and

- Damage which is attributable to be the defective performance of work and unlawful acts of contractors (and their auxiliary staff) engaged by the Client.
- 11.7 Clients shall allow Suppliers to put up their name board when is installing a Product.
- 11.8 The Client may not have work unconnected with the Contract carried out by a Supplier.
- 11.9 The Client shall use the Products only for the purpose for which they are intended.

Article 12 – Client's liability

- 12.1 A Client who rents or otherwise uses Products belonging to RAI must treat these Products with due care.
- 12.2 The Products will be at the expense and risk of the Client from the moment of delivery and/or installation until the moment when they are once again in the actual possession of RAI.
- 12.3 If a Product is lost, stolen or damaged, the Client shall report this to RAI in writing without delay but in any event within 24 hours. Theft or loss of Products must reported to the police by the Client within 24 hours. The Client shall reimburse the loss or damages at the new replacement value of the Product and reimburse the consequential damages incurred in connection with the repair of the Product. The Client shall take out adequate insurance against this risk.
- 12.4 If Products are installed at the Stand at the Client's request, the Client will be responsible for these Products from the moment of installation.
- 12.5 If a Product is rented, the Client shall keep it adequately insured at the new replacement value. The Client shall produce the insurance certificate for inspection at the first request of RAI.
- 12.6 If a Product is rented:
- RAI may require the Client to provide additional security in accordance with the provisions of article 4.8;
 - The Client shall indemnify RAI against all damages caused by the Product, whether from inexpert and/or incorrect use or otherwise.

Article 13 – Obligations of RAI

- 13.1 RAI shall ensure that the Products fulfil reasonable quality criteria. If safety requirements apply in respect of the Products, RAI shall ensure that the Products comply with these safety requirements.
- 13.2 RAI undertakes to use qualified staff for the performance of the Contract.
- 13.3 All applicable safety regulations will be observed by RAI in the performance of the Contract.
- 13.4 Where necessary, RAI will instruct the person designated by the Client on how to operate the Product. Time and place of such instruction will be determined in good consultation with the Client.

Article 14 – Liability of RAI

- 14.1 RAI will be liable for loss or damage only if this is due to its intent or gross negligence.
- 14.2 RAI's liability to pay damages will be limited at all times to the amount of the payment made under RAI's insurance or the amount paid by the Client under the Contract.
- 14.3 RAI will never be liable for consequential damages.
- 14.4 The right of the Client to claim damages or repair of goods will lapse one year after the date on which the Client determines or – if earlier – could reasonably have determined the extent of his loss or damage.

Article 15 – Repair of Products

Modifications and/or repairs to a Product may only be carried out by RAI or a third party after RAI's written consent. Defects should be reported immediately in writing to RAI.

Article 16 – Intellectual property and confidentiality

- 16.1 All intellectual property rights to the Products, including but not limited to software, hardware or other materials, will be vested exclusively with RAI. The Client will obtain only the rights of use expressly set out in the Contract and these Terms and Conditions. The Client shall not reproduce, dispose of, publicise or make copies of the software, hardware or other materials belonging with a Product, except for back-up purposes. Client is required to destroy copies made for back-up purposes, at the end of the Event.
- 16.2 The software, hardware or other materials belonging to a Product may contain or comprise confidential information belonging to RAI. The Client undertakes to keep such information confidential and allow use only for the purpose for which it is intended.
- 16.3 The Client is not permitted to remove or alter any identifying mark on Products, such as identification numbers and nameplates, concerning copyright, trademarks, trade names or other intellectual or industrial property rights in the software, hardware or materials belonging with a Product.
- 16.4 Every copy for back-up purposes should contain the same copyright and trademark identification as the original version. If a temporary right of use has been granted, copies should be destroyed upon termination of the right.
- 16.5 The Client shall indemnify RAI against all claims which third parties may enforce against RAI for a breach of one or more of the provisions of this article (article 16).

Article 17 – Inspection and complaint handling

- 17.1 The Client is must inspect the Product upon delivery for conformity.
- 17.2 If the Client discovers defects in the Product or has complaints about the Product, the Client shall report this to RAI immediately in writing, by e-mail or by fax.
- 17.3 If the Client and/or a third party engaged by him has used the Product carelessly, the Client will under no circumstances be entitled to compensation for his loss or damage.
- 17.4 A complaints about a Product must be filled no later than the close of the Event.
- 17.5 A complaint about an invoice should be reported in writing, by e-mail or by fax to RAI within 14 days of the date of the invoice.

Article 18 – Returning rented and used Products

- 18.1 The Client shall return Products to RAI on the date specified in the Contract and in the same condition in which he received them, save for normal wear and tear.
- 18.2 If the Client has not returned Products on time, the Client will be deemed to be in default subject to payment by the Client to RAI of a fine equal to twice the price or hire charge for the Product and damages.

Article 19 – Sublet

- 19.1 The Client may not allow another person to use a Product or sublet a Product without the prior written consent of RAI.
- 19.2 If the Client has allowed another person to use or sublet a Product, the Client will then owe RAI compensation equal to twice the price or hire charge applicable under the Contract for each day that this situation lasts.

Article 20 – Payment

- 20.1 RAI will send invoices to Clients no later than 4 weeks before the start of the build-up of the Event. In such case a payment term of 21 days shall apply. Products ordered later must be paid forthwith as all payments owed for Products must have been received by RAI at the latest by the start of the build-up of the Event.
- 20.2 In case RAI does not receive the full payment in time, the Contract will be terminated and the Product(s) not delivered. RAI reserves the right to invoice the Client the total amount of the Contract plus damages.
- 20.3 Any additional Orders, changes to Products or extra costs of using Products during the Event will be charged by RAI after the close of the Event and should be paid after receipt of the invoice within the payment term stipulated on the invoice.
- 20.4 If the Client fails to fulfil its payment obligation, RAI reserves the right to suspend performance of all its obligations under the Contract until such time as full payment has been received, without prejudice to the provisions of article 8.
- 20.5 When entering into a Contract the Client will receive from RAI a purchase order PO (purchase order) number to be specified on the invoice. When making payments the Client should always quote the PO number.

Article 21 – Collection, interest and costs

- 21.1 After the expiry of the payment term, the Client will owe not only the invoice amount but also default interest of 2 % a month, increased by the value added tax (VAT) and other costs and damages.
- 21.2 The Client will never be entitled to suspend and/or set off his payment obligations.

Article 22 – Applicable law and disputes

- 22.1 Dutch law will apply to all offers of RAI and to every Contract. The applicability of the Vienna Sales Convention (CISG) 1980 is expressly excluded.
- 22.2 RAI will decide in all cases for which these Terms and Conditions make no provision or in which they are deemed unclear.
- 22.3 If and to the extent that any provision of these Terms and Conditions is null and void or is avoided, the other provisions of these Terms and Conditions will remain in full force and effect. In such case, RAI will replace the provision with one that is of the tenor of the former provision.
- 22.4 Any disputes that may arise between RAI and the Client will be decided by the competent court in Amsterdam, regardless of the nature of the dispute, the amount of the claims and the place of residence or business of the Client, without prejudice to the right of RAI to refer any dispute to the court competent by law or under any convention.

PART II - SPECIFIC PRODUCTS

In addition to the general Terms and Conditions set out above in Part I, RAI applies the specific Terms and Conditions set out in this Part II, which relate to the following specific Products:

- A. Electricity (p.8);
- B. Rigging (p.10);
- C. Water, gas and compressed air (p.11);
- D. Catering (p.12);
- E. Waste removal (p.12); and
- F. Stand Construction (p.13).

A. Electricity

Article 23 – Electricity, general

- 23.1 Mansveld Expotech (in this part A to be referred to as the Supplier) has been exclusively appointed by RAI to connect stands to the power supply grid of the Convention Centre (230/400V at 50 Hz). Clients are not permitted to foresee in any other form of power supply, for example by using generators. All electrical installations should comply with the regulations set out in the most recent version of Netherlands standards NEN-1010, NEN8020-20, NEN-3111, NEN-EN 50110 and NEN-3140. Before use, all Stand installations should be certified by the Supplier according NEN 1010-6.
- 23.2 For technical reasons it may be necessary for one or more Stands to be connected to a single switch box or for a Stand to be connected to the switch and distribution box of an adjacent Stand. In that case the Client is not permitted to switch on or off the connection of one of the adjacent Stands.
- 23.3 Every switch and distribution box must have a main on/off switch, every stand has its own mains connection. Only the Supplier responsibility may connect third parties by means of a distribution group (electric circuits feeding one or more distribution devices). To ensure responsible party, the Supplier shall be solely responsible for temporary power connections in the Convention Centre and the supply of all mains connections (distribution groups) in the power circuit.
- 23.4 The time between successive NEN 3140 inspections of a switch and distribution box is no more than one year maximum. A sticker indicating who performed the inspections as well as the expiration/validity date, must be present on the switch and distribution box.
- 23.5 The Client must instruct the Supplier, regarding the required power supply and any facilities no later than 28 days before the first build-up day of the Event and to provide a drawing of the Stand showing its location and the desired positions of the connection. The Client should also indicate if there is a raised floor and/or storage room present on the Stand and show its location in the drawing.
- 23.6 Daytime power is switched on from half an hour before the start of the Event until half an hour after the close of the Event in the case of consumer events and from 1 hour before until 2 hours after the Event in the case of trade event. Clients may request continuous power for the use of computer equipment, a refrigerator and/or security equipment at the Stand. The Stand lighting may not be connected to the continuous power supply; it has to be connected to the daytime power mandatory. For safety reasons the power supply is shut off on the last day of the Event immediately after the Event closes.
- 23.7 Client installations must be carried out by a qualified electrician. If, in the opinion of the Supplier, the electrical installation of the Client is defective or otherwise unsound, the Supplier may withhold power supply from the Client. Upon request the installing qualified electrician must provide the following information to RAI:

- Registered SEI/REI recognition;
 - In case technicians are employed, registered designation policies in accordance with electrical laws and regulations as defined in NEN 3140, NEN 1010 and NEN 8020-20;
 - Electro technical diplomas of the electricians;
 - Inspection certificates of all electrical facilities, distribution boxes and cabling.
- 23.8 Trusses, aluminium shell scheme walls and steel constructions must be earthed if an electrical installation is present in the immediate vicinity. A potential equalization (earthing) is carried by a separate wire connected as close as possible to/on the earthing point of the switch and distribution box.
- 23.9 Cables under floors must have at least a core diameter of 2.5 mm² and must consist of one length, without interruption. All electrical connections must be properly protected. Welds must be made with wire nuts or industrial terminals and additional protection through a junction box. It is **not** allowed to hide welds behind walls and under floors. Power lines should be placed at a sufficient distance from water, drainage and gas pipes, ducts that are exposed must be properly protected to damage.
- 23.10 The earth leakage circuit breaker must have classification A (AC is **not** permitted).
- 23.11 Electrical Stand installations must be equipped with jacket cables with a minimum cross section of 2.5 mm² or equivalent, using thinner mantle conduit for power supply lines to the sockets is strictly prohibited. Exceptions are the power lines for lighting, these can be carried out with a cross section of 1.5 mm² provided that the connected load does not exceed 2kW (except factory-fitted / original cables to fixtures, etc.). The final group should be protected accordingly.
- 23.12 An electrical distribution through a splitter is **not** allowed. Also looping over lengths of more than ten meters by using multiple power extension leads, for infrastructural Stand installation, is **not** allowed.
- 23.13 The installation should consist of sufficient end groups that are evenly distributed. Each end group should have the correct fuse or circuit breaker and each end group needs to have an earth leakage circuit breaker with an operation current of 30 mA.
- 23.14 Motors must be equipped with a thermal safety switch. Engines with a power greater than 3 kW should also have a switch module, for which the starting current does not exceed three times the nominal current with a maximum of 180 A.
- 23.15 An early-bird booking rate is applied until 28 days before the first day of the Event. Afterwards the rate increases by 25 %. As of 5 days before the first Event day a late fee of 20 % will be charged.

Article 24 – Electricity, guarantee of installation work

- 24.1 The Supplier shall undertake to repair, without charge, defects in Products it has delivered, including installation and connection.
- 24.2 This obligation is limited to defects which the Client could not reasonably be expected to have seen at the time of the completion of the Product, including installation and connection, and which occur in normal operating conditions and when the Product is used correctly. It does not extend to defects which are a consequence of insufficient maintenance by the Client, changes made without the written consent of the Supplier or repairs made by the Client or for normal wear and tear for which the Client is liable.
- 24.3 In order to be able to invoke the rights resulting from this article, the Client must:
- Immediately inform Supplier in writing of any defects discovered;
 - Show the Supplier that the defects are attributable to the less good qualities or defective execution of the Product or – if and in so far as the Product was designed by the Supplier – are a direct consequence of a fault imputable to the Supplier;

- Cooperate with the Supplier in order to enable the Supplier to repair the defects within a reasonable period.
- 24.4 If, in the opinion of the Supplier, the costs of repair are disproportionate, the Client will be entitled to reasonable compensation.
- 24.5 All damages must be reported to RAI by the Client in writing immediately after being noticed, and certainly within 8 hours and before the breakdown of the Event. Also complaints about incorrect or inferior deliveries and invoices must be reported by the Client in writing immediately after being noticed (within 8 hours). The written observation must be accurate and in any case contain the nature and cause of the complaints. All complaints that are not reported within 8 hours are not considered.

Article 25 – Electricity, settlement for changes in the amount of work

- 25.1 Settlement for changes in the amount of work will take place:
- In the event of changes to the specifications (i.e. changes to the specifications, the Product or the conditions of execution of the Product);
 - In the case of changes to provisional budgets and offset table and/or estimated quantities;
 - In the cases referred to in these Terms and Conditions.
- 25.2 Additional work should be paid for by the Client in accordance with the invoice.
- 25.3 If the work and hence the chargeable amount are reduced, the deduction will be made as a lump sum at the time of final settlement.
- 25.4 The absence of a written instruction for additional work does not affect the Supplier's entitlement to payment for such work.

B. Rigging

Article 26 – Rigging, General

- 26.1 Mansveld Expotech Infra (in this part B to be referred to as the Supplier) has been exclusively appointed by RAI to install and suspend truss and rigging systems in the Convention Centre. As such, all trusses and rigging systems must be executed by the Supplier and certified by RAI. If the system does not comply with the specified requirements, RAI or the Supplier can shut-down the work.
- 26.2 The articles 24 and 25, as provided for in Part II-A, will apply mutatis mutandis to a Contract for the suspension of truss and rigging systems.

Article 27 – Rigging, design

- 27.1 When designing a truss and rigging system the Client must adhere to:
- The maximum floor and/or roof load capacity of the venue and the points from which the system can or cannot be suspended;
 - Local factors such as emergency or loading doors, internal or external location, hot, warm, wet, cold or dry position and side wind;
 - The materials that should be suspended (weight) and their equal distribution;
 - Dynamic movements of the truss and rigging system;
 - The available and/or required build-up and breakdown times and
 - The length of the hire period.

- 27.2 Each application should be accompanied by a drawing in *.dwg format (AutoCAD) which accurately marks the position of the materials to be suspended and the position of the Stand in the hall or other part of the Convention Centre.
- 27.3 All desired suspension points should be marked on the drawing concerned, together with the (height) measurements in (centi)metres, weights in kilograms, on a scale of 1:100.
- 27.4 When suspending objects supplied by the Client, the Supplier shall assume that they are fitted with the correct, safe suspension and/or attachment fittings. If the Supplier must also arrange for the assembly/dismantling of the hanging object, the Supplier will, if possible, carry this out after the Client has confirmed in writing, by e-mail or by fax that he agrees to the price quoted by the Supplier.
- 27.5 As regards the hanging and taking down of objects such as banners:
- The Client's banners are not stored by the Supplier; storage can be arranged with third parties through the intermediary of RAI, in which case the costs of transport and storage will be borne by the Client;
 - The banners supplied by the Client should be complete and pre-assembled; a banner is deemed to be complete only if it is fitted with an iron bar with the appropriate attachment points.
- 27.6 There is only limited scope for hanging objects at some locations owing to the design structure of some halls of the Convention Centre.

Article 28 – Rigging, miscellaneous

- 28.1 The Supplier reserves the right to refuse applications on the ground of the limitations of the roof structure of the hall or another part of the Convention Centre and/or for reasons of safety.
- 28.2 The Supplier will not be liable for direct or indirect damage arising as a result of incorrect information about or incorrect treatment of suspension points of an object belonging to the Client. Nor will the Supplier be liable for structures built by third parties for objects or for work carried out by the Client or third parties on the structure.
- 28.3 The applicable regulations under national and international legislation and standards apply to truss and rigging materials. The safety margin factor in the entertainment industry is 10, unlike the situation in manufacturing industry where the factor is 5.
- 28.4 If the Supplier rejects materials, this may result in the immediate discontinuation of the relevant work on the truss and rigging system.
- 28.5 Steel cables of 4 and 6 mm may be fitted only with self-locking Ver-lock termination grips consisting of specially designed wedge sockets with pin, in accordance with DIN 15315. The use of screwable U-shaped wire fasteners known as steel rope clamps is not permitted for hoisting equipment. Individual Ver-locks are obtainable. All other heavier hoisting equipment and loads should at least be fitted with wire rope slings having a diameter of 10 or 12 mm and Talurit pressed ferrules.
- 28.6 If third parties carry out the rigging work with the consent of the Supplier, the Supplier will always provide the desired suspension points. An accurate drawing of the truss and rigging system showing the point loads, dimensions in metres and scale 1:100, preferably in *.dwg format (AutoCAD), should have been received by the Supplier for assessment no later than 28 days before the first day of the relevant Event.

C. Water, gas and compressed air

Article 29 – Water, gas and compressed air, general

- 29.1 MTD (in this part C to be referred to as the Supplier) has been exclusively appointed by RAI to provide water supply and drainage, gas and compressed air in the Convention Centre.

- 29.2 Stand installations should comply with the regulations of RAI and all relevant authorities, including the Amsterdam Energy Company, the Municipal Water Company, the Fire Service and insurers. Installations that do not meet the requirements of the above authorities will not be connected.
- 29.3 The Client shall turn off the stopcock of the water supply each day when leaving the Stand.

Article 30 – Water, gas and compressed air, guarantee

- 30.1 The Supplier is not liable for defects which are a consequence of insufficient maintenance by the Client, changes made without the written consent of the Supplier or repairs made by the Client or for normal wear and tear for which the Client is liable.
- 30.2 In order to be able to invoke any right of repair, the Client must:
- Immediately inform the Supplier in writing of any defects discovered;
 - Prove that a defect is attributable to lack of quality or defective installation by the Supplier;
 - Cooperate fully with the Supplier in order to enable it to repair the defects within a reasonable period.
- 30.3 If, in the opinion of the Supplier, the costs of repair are not in proportion to the Client's interest to have the Product repaired, the Client will be entitled to fair and reasonable compensation.

D. Catering – food and beverage

Article 31 – Catering, general

- 31.1 Within the Convention Centre, only RAI may supply food and beverages. The Client, nor any of its invitees, are not permitted to bring his own food and beverages into the Convention Centre or to have them delivered to the Convention Centre by third parties.
- 31.2 Unless agreed otherwise, RAI will deliver the first order of non-food and non-fresh articles on the last build-up day of the Event. Lunch items will be delivered between 11:00 AM and 1.00 PM.
- 31.3 Cancellations of food items by the Client will be charged in full.
- 31.4 During the Event, food items may be ordered daily for the next day. RAI will process such orders only if they are communicated to it by telephone no later than before noon on the day before the desired day of delivery.
- 31.5 Unopened packs, crates or boxes of beverages may be returned to RAI until not later than 2 hours before the end of the Event. In such a case a handling fee of 25 % of the agreed price will be charged.
- 31.6 All payments, with the exception of food and beverage orders during the Event, should be made in accordance with article 20.1.
- 31.7 Payment for food and beverage orders placed during the Event must, contrary to article 20.3, be made immediately by means of a credit card by the Client.

E. Waste removal

Article 32 – Waste removal, general

- 32.1 The Client must remove (or cause to be removed) waste that accrues during the build-up period, the Event and the breakdown period in accordance with RAI's guidelines.
- 32.2 Only the containers and waste bags made available by RAI may be used for the removal of waste. Containers and waste bags not supplied by RAI are not permitted in or around the Convention Centre and will not be removed.

- 32.3 All waste should be placed next to the Stand each day immediately after the Event closes. In so far as refuse is left at the Stand, the costs of removal will be charged to the Client.

F. Stand construction

Article 33 – Changes to the Stand or its location

- 33.1 If changes are made to the Stand or there is some other relevant change after the conclusion of a Contract, the Client shall notify RAI of the change in good time and in writing. If a change is notified later than 8 working days before the build-up of the Event, this may affect, for example, the timely and correct delivery and/or installation of a Stand. RAI is not liable for loss or damage as a consequence of a failure by the Client to notify changes to the Stand or its location and/or a failure to notify them completely, correctly or in time.

Article 34 – Stand construction, inspection

- 34.1 The Client is entitled to start using the Stand once RAI has confirmed completion.
- 34.2 The Client must inspect the Stand after completion and before the opening of the Event. Any complaints should be immediately notified to RAI at the time of the inspection. In the event of a complaint, RAI will endeavour to provide a suitable solution as quickly as possible, after which a further inspection will take place.
- 34.3 A Stand will be deemed to have been accepted if no complaints are filed before the opening of the Event. Agreed completion periods do not constitute vital deadlines.

Article 35 – Stand construction, completion / ownership

- 35.1 Stands constructed by RAI may be rented or purchased by Clients. Whether a Stand is rented or purchased by a Client will be set out in the order confirmation.
- 35.2 In so far as the Stand is rented, the Client will be obliged to return possession of it to RAI, immediately after the close of the Event in the same condition in which he received it on the date of completion.
- 35.3 Rented Stands will remain the property of RAI, as will the copyright in the design and in the photographs, drafts, models, scale models, drawings and so forth made by way of preparation, in so far as not provided otherwise in the quotation.
- 35.4 Transfer of ownership of Stands purchased from RAI will take place at the time and by virtue of the completion, if the Client has paid the full amount, without prejudice to the provision of article 35.5. Agreements about the transfer of intellectual property rights by RAI to the Client or third parties will be made only in writing, by e-mail or by fax. The Client is aware that RAI cannot transfer intellectual property rights of which it is not the owner. The Client will indemnify RAI against claims from third parties in respect of the use of intellectual property by the Client.
- 35.5 If ownership of the Stand is to be transferred to the Client, RAI will retain title to it until such time as the entire amount owed under the Agreement has been paid; in that case the ownership will pass on the occasion of the last payment.
- 35.6 As long as ownership of the Stand has not passed to the Client, he is not entitled to pledge the Stand or parts thereof or grant any other right in respect thereof to third parties.

Article 36 – Stand construction, Risk

- 36.1 The Stand will be at the expense and risk of the Client after completion and until it is returned by the Client to RAI.

- 36.2 The Client is responsible for ensuring that RAI obtains timely access to the locations and facilities that are necessary for the performance of the Contract. If the Event or Client's participation is cancelled, the Client will be obliged to reimburse RAI for any and all costs incurred by RAI.
- 36.3 If goods used by the RAI for or in the Stand go missing or are stolen, lost or damaged the Client is obliged to notify RAI in writing, by e-mail or by fax as quickly as possible but in any event no later than 12 hours after the discovery thereof and is obliged to reimburse the loss or damage in full, irrespective of the cause thereof.
- 36.4 The amount of the compensation will be the actual loss or damage suffered by RAI based on the replacement value, without prejudice to any further liability of the Client for loss or damage suffered by RAI on account of the failure to return the Stand properly or in time.

Article 37 – Stand construction, goods of third parties

- 37.1 Any goods belonging to the Client which are to be used in designing the Stand should be made available by the Client to RAI at the specified location. Transport will be arranged by RAI only to the extent explicitly agreed. All costs shall be borne by the Client.
- 37.2 The Client will be liable for any loss or damage suffered by RAI as a result of failure to comply properly or in time with the obligation to make the goods referred to in article 37.1 available to the Supplier, regardless of the cause of the failure to comply or failure to comply properly or in time.
- 37.3 All risks pertaining to goods belonging to the Client shall remain with Client during the time they are in the Convention Centre, as well as during transport, loading and unloading. RAI will have no liability if Client's goods go missing or are stolen, lost or damaged, unless this is due to intent or gross negligence on the part of RAI.
- 37.4 The Client will also indemnify RAI for any liability to reimburse third parties for loss or damage suffered as a consequence of such a defect in his goods.

Article 38 – Stand construction, liability for loss or damage

- 38.1 RAI will not be liable for loss or damage suffered by the Client and/or third parties in respect to the construction, delivery or defects in the Stand unless such is the result of intent or gross negligence on the part of RAI.
- 38.2 Any liability of RAI as a consequence of any technical malfunction, power failure, database inaccessibility or injudicious use or misuse by the Client is excluded.

Article 39 – Stand construction, right of retention (lien)

- 39.1 As security for its payment obligations under the Agreement, RAI shall have a retention in respect of all of the Client's goods which are used in designing or building the Stand or which are exhibited in, on or at the Stand.

Article 40 – Stand construction, prices

- 40.1 The prices of Stand construction include:
- Organisational costs;
 - Build-up and breakdown costs;
 - The presence of a project manager during build-up and breakdown in the Convention Centre;
 - Travelling and accommodation expenses;
 - Transport costs.
- 40.2 The prices of Stand construction exclude:
- The costs of build-up and breakdown between 10:00 PM and 6:00 AM or at weekends;

- Stand cleaning before the opening and daily stand cleaning during the Event;
- The removal of exhibitors' refuse and cleaning of the area;
- Damage to panels, walls, furniture etc.; the resulting costs will be charged retrospectively.
