

## STANDARD TERMS AND CONDITIONS OF HIRE RAI CONVENTION CENTRE

### 1. Definitions

The terms used in these Standard Terms and Conditions of Hire have the following meaning, unless other written agreements have been made about this. Terms in the singular are also deemed to include the plural and vice versa, in so far as the text requires this.

- 1.1 **Agreement:** the written hire agreement between RAI and the Hirer or, when the occasion arises, the Confirmation of Hire regarding the hire of the Hired Premises and the additional facilities (products and services) including its Schedules and any annexes thereto.
- 1.2 **Confirmation of Hire:** the written confirmation to the Hirer, drawn up by RAI, setting out the essentials relating to the Event, the Hirer, the Hired Premises, the Hire Period and the Hire Charge, as attached to the Agreement as **Schedule 1**.
- 1.3 **Confirmation of Option:** the written confirmation to the Hirer, drawn up by RAI, setting out the essentials relating to the option granted, the Event, the Hirer, the Hired Premises, the Hire Period and the Hire Charge.
- 1.4 **Convention Centre:** the RAI Convention Centre in Amsterdam, The Netherlands.
- 1.5 **Deposit:** the deposit for additional costs described in Article 4.3 below.
- 1.6 **Event:** the event, being a conference, fair, exhibition, presentation, meeting or other event, for which the Hired Premises are made available and as further described in article 1 of the Agreement.
- 1.7 **Facilities Regulations:** the rules and regulations drawn up by RAI in respect of the use of its facilities which can be permanently (24/7) consulted by the Hirer and other interested parties on and/or downloaded from RAI's website ([www.RAI.nl](http://www.RAI.nl), *Standard Terms and Conditions* page).
- 1.8 **Hirer:** a natural person or legal entity who concludes an Agreement with RAI or to whom RAI has sent a Confirmation of Hire or a Confirmation of Option, as the case may be.
- 1.9 **Hire Charge:** the hire charge specified in the Confirmation of Hire or, when the occasion arises, in the Confirmation of Option.
- 1.10 **Hire Period:** the period or periods specified in the (most recent) Confirmation of Hire or Confirmation of Option during which the Hired Premises will be available to the Hirer.
- 1.11 **Hired Premises:** the (meeting and conference) rooms, the (exhibition) halls, the Elicium, the lounges and/or the foyers of the Convention Centre, as expressly specified in the Confirmation of Hire.
- 1.12 **Participants:** the participants in the Event, such as the Hirer, exhibitors, sponsors, suppliers and visitors.
- 1.13 **Party(ies):** the party(ies) to the Agreement.

- 1.14 **Payment Plan:** a written overview drawn up by RAI setting out the dates on which the Hirer owes to RAI the Hire Charge and the Deposit as attached to the Agreement as **Schedule 2**.
- 1.15 **RAI:** RAI Amsterdam B.V., which has its registered office at Europaplein 24, 1078 GZ Amsterdam, the Netherlands (Trade Register number: 34192575).
- 1.16 **Reservation Value:** the Hire Charge and the Deposit.
- 1.17 **Schedule:** a schedule to the Agreement.
- 1.18 **Standard Terms:** these Standard Terms and Conditions of Hire RAI Convention Centre.

## **2. Conclusion of the Agreement and options**

- 2.1 Until the Agreement has been concluded, the content of the legal relationship between Parties is determined by their conversations and correspondence, including any Confirmations of Option and/or Confirmations of Hire and by means of letters and e-mail messages.
- 2.2 RAI may grant the Hirer a so-called 'First Option' or a 'Provisional Option' by means of a Confirmation of Option clearly setting out the conditions of the option:
  - 2.2.1 A First Option applies for the period specified in the Confirmation of Option, subject to a maximum of sixty (60) days. After the expiry of the recorded option period, the First Option will lapse by operation of law. If, during the First Option period, other parties are seriously interested in hiring the same premises, RAI shall inform Hirer, which shall confirm within ten (10) working days whether or not it will convert the First Option into a definite Agreement. If in such case, Hirer decides not to confirm the First Option, such First option will lapse and RAI will be free to hire the premises out to others.
  - 2.2.2 A Provisional Option may be granted for a maximum of fourteen (14) working days. After the expiry of the recorded option period, the Provisional Option will lapse by operation of law. The Option Confirmation will describe the provisional nature of the option as accurately as possible by RAI.

## **3. The Hired Premises**

- 3.1 It is the responsibility of the Hirer to determine whether the Hired Premises are suitable for the Event before entering into the Agreement.
- 3.2 The Hired Premises consist solely of the premises described in the Confirmation of Hire and the facilities set out therein. Unless expressly agreed otherwise in writing, central entrances, passageways, halls, toilettes, staircases, cafés, restaurants, outdoor areas and car parks/parking spaces do not form part of the Hired Premises. These are available on a non-exclusive basis to reach the Hired Premises, unless agreed upon.
- 3.3 Without the prior written consent of RAI the Hirer is not permitted to:
  - 3.3.1 use the Hired Premises for a purpose other than that described in the Agreement or, when the occasion arises, the Confirmation of Hire;
  - 3.3.2 sublet all or part of the Hired Premises or otherwise allow use by third parties, with the exception for exhibitors if the Event is a trade fair or exhibition;
  - 3.3.3 exhibit goods and services in the Hired Premises that are not covered by the exhibition programme described in the Agreement;

- 3.3.4 give the Event a different name or substantially change the nature of the Event during the term of the Agreement, provided always that RAI shall not withhold its consent on unreasonable grounds.
- 3.4 Hirer shall not, and shall ensure that Participants shall not, cause nuisance or inconvenience to RAI or third parties through its use of the Hired Premises.
- 3.5 If and to the extent applicable, the provisions of the Standard Terms will also apply to Participants. The Hirer shall inform Participants of the Standard Terms and shall remain responsible and jointly and severally liable for the (proper) performance of the Standard Terms by Participants. The Hirer indemnifies RAI against all claims of third parties resulting from any infringement of these terms by the Participants.

#### **4. Additional products and services**

- 4.1 Unless provided otherwise in the Agreement, all costs incurred in connection with goods and services to be provided by RAI or others, such as the cost of gas, water, electricity, flue gas equipment, compressed air, cleaning, removal of waste, security, audiovisual equipment, furniture, catering services, operation of technical equipment, special traffic management and so forth, will be charged separately to the Hirer. The costs for these additional goods and services will be calculated in accordance with the rates applicable during the Hire Period.
- 4.2 The Hirer shall liaise with RAI as soon as reasonably possible and in any event no later than three (3) calendar months before the Hire Period regarding (i) the goods and services which Hirer shall require with a view to the Event and (ii) any other matters of relevance to Parties in relation to the Agreement or the Event. If the Hirer fails to liaise with RAI on time, RAI will make every effort to deliver but is no longer be able to guarantee an delivery.
- 4.3 Hirer is aware of and agrees with the content of [Standard Terms and Conditions for RAI Exhibitor Services](#) that apply to the delivery and by RAI of products and services, such as catering and the provision of RAI IT.
- 4.4 Hirer is not allowed to resell Products purchased from RAI to third parties, unless Hirer has received prior written consent from RAI.
- 4.5 The Hirer shall owe RAI a Deposit for the additional goods and services referred to in this article. The amount of the Deposit will be calculated by RAI either as a percentage of the Hire Charge to be fixed by RAI or on the basis of a budget of the relevant costs as drawn up by RAI by reference to a previous edition of the Event in the Convention Centre.

#### **5. Payment**

- 5.1 The Hire Charge and Deposit will be paid by the Hirer no later than the dates referred to in the Payment Plan or, in the absence of a Payment Plan, within twenty-one (21) days of the date of the invoice. The Hirer has no right to claim a discount, suspension of payment or set-off. If a due date is exceeded, RAI will be entitled to charge the Hirer interest as from the due date at the statutory commercial rate in accordance with article 6:119a of the Dutch Civil Code.
- 5.2 The Hirer agrees to pay the turnover tax (VAT) as charged by RAI on the Hire Charge, the Deposit, and on any cancellation costs in accordance with applicable law.

- 5.3 The Deposit will be set off against the final invoice to be issued by RAI as soon as possible after the Hire period has ended, provided that the Hirer has fulfilled its obligations towards RAI. If the amount to be paid by the Hirer to RAI exceeds the amount of the Deposit, RAI shall send the Hirer an additional invoice for the difference as soon as possible after the Hire Period. The Hirer shall be obliged to ensure that the sum specified in the (additional) invoice is paid to RAI within twenty-one (21) days.

## **6. Fitting and vacating the Hired Premises**

- 6.1 The fitting, use and vacating of the Hired Premises will take place in consultation with RAI and in accordance with the Facilities Regulations. The Hirer shall ensure that the Participants shall comply with the instructions of RAI and the Facilities Regulations. RAI may amend or add instructions regarding the fitting, use and vacating of the Hired Premises, for instance, if such is considered advisable by the fire department, police or RAI in view of (public) order or safety and/or in connection with legislation or regulations.
- 6.2 Without the prior written consent of RAI, no changes may be made to the Hired Premises or the surroundings of the Conventions Centre, for example, by posting, (de)contracting, drilling, nailing and/or painting. At the Hirer's reasonable expense, RAI may restore to its original condition anything that has been installed, damaged, removed or changed, without the need for any formality and/or recourse to the courts.
- 6.3 The work to be performed in the Hired Premises with regard to temporary connections to the RAI infrastructure for electricity, compressed air, water, water discharge, gas, flue gas discharge, the central aerial system, telephone and other data communication equipment, as well as (pre)rigging, may be performed by parties so designated by RAI only. The costs involved will be borne entirely by the Hirer and/or the Participants.
- 6.4 The Hirer shall accept the Hired Premises in the condition they are in at the start of the Hire Period. Any damages to the Hired Premises or other areas in or around the Convention Centre provided to Hirer found during or at the end of the Hire Period will be deemed to have occurred during the Hire Period and repairs will be for risk and account of the Hirer unless Hirer can prove that (i) the damages existed before the Hire Period or did not worsen during the Hire Period and the Hirer reported the damages to RAI in writing at the start of the Hire Period, (ii) the damages were caused by RAI or its personnel, or (iii) the damages are a consequence of normal wear and tear. Such damage may be repaired by RAI at Hirer's risk and expense.
- 6.5 On the date (and at the time) on which the Hire Period ends as specified in the Confirmation of Hire, the Hirer shall deliver the Hired Premises, clean and fully vacated, in the condition in which the Hired Premises were made available to Hirer and, where necessary, after undoing any changes which the Hirer may have made to the Hired Premises. If the Hired Premises are not delivered to RAI on time, to RAI's satisfaction, RAI will be entitled to take any reasonable measures it deems necessary in order to effectuate correct delivery for the Hirer's risk and expense.

## **7. Order and safety**

- 7.1 The Hirer shall comply with all rules and regulations as issued by the competent authorities from time to time, including, for example, the municipality of Amsterdam, the fire department. The Hirer shall consult with RAI on its plans for the layout of the Hired Premises no later than three (3) months prior to the start of the Hire Period, so that any required changes, for instance in connection with applicable regulations and/or the functioning of the Hired Premises, can be on time.

- 7.2 All security measures in and around the Hired Premises must be carried out in consultation with RAI, whereby Hirer will promptly follow any reasonable instructions from RAI. RAI retains the right to independently decide to evacuate the Hired Premises at any time if RAI deems necessary, for instance, in order to maintain public order or to prevent material disruption. The Hirer shall ensure that any third parties engaged by him in view of the Event will promptly follow RAI's instructions regarding evacuation or otherwise.
- 7.3 RAI retains the right take charge of over the security of an Event, at Hirer's expense, in the interest of public order
- 7.4 During the larger Events, RAI shall arrange a first aid service in close consultation with the Hirer.
- 7.5 RAI and Hirer will ensure that the Hired Premises and the other space or spaces and (outdoor) sites made available for the Event have a well-kept appearance during the Hire Period.
- 7.6 The affixing of advertisements in, on, to and/or around the Hired Premises (including (public) space or spaces and (outdoor) sites) will take place only with the prior written consent of RAI, with the exception of advertising on stands.
- 7.7 The Hirer shall accept the equipment that forms part of the Hired Premises in the condition in which it is at the start of the Hire Period. The Hirer shall use the equipment carefully and for its intended purpose and shall return it at the end of the Hire Period in the same condition in which it was at the start of the Hire Period. Damage to equipment will be deemed to have been caused by Hirer unless Hirer informed RAI of the damage prior to the start of the Hire Period.
- 7.8 RAI is not liable for damages resulting from the hire or use of the equipment, unless such damage is a direct consequence of intent or deliberate recklessness on the part of RAI. Any damage to be reimbursed will in all cases be limited to the lesser of the repair or replacement of equipment and to reimbursement of the paid out under RAI's insurance.
- 7.9 The Hirer shall ensure that no easily flammable or explosive substances, gases or hazardous substances (including chemical pesticides and insecticides) or foul-smelling substances or radioactive sources are present in the Hired Premises during the Hire Period without the prior written consent from RAI.
- 7.10 If the Hirer and/or Participants intend to use open, flowing, sprayed and/or atomised liquids (e.g. through air conditioning systems, fountains, high pressure cleaning equipment, saunas, whirlpools, etc.) in the Hired Premises, the Hirer and/or Participants shall give RAI timely written notice and shall comply with all applicable rules. Without the express written consent of RAI, the use of these liquids as referred to in this article is not permitted.
- 7.11 The Hirer shall ensure that the products and services exhibited and present in the Hired Premises during the Event are of sound quality and at all times meet the all relevant requirements and regulations and do not infringe the rights of third parties.
- 7.12 Smoking is not permitted in the Convention Centre. Any fines for infringements of the Dutch legislation and regulations in respect hereof will be borne by the Hirer.

## **8. Liability**

- 8.1 RAI is not liable for any damage resulting from a failure to comply with any provision of the Agreement or a failure to do so fully or in time, except in the event of intent or willful recklessness on the part of RAI.
- 8.2 RAI is not liable for the consequences of defects of which it was unaware and was not required to be aware upon entering into the Agreement.
- 8.3 Participants, personnel or third parties engaged by or on behalf of Participants, and other users of the Hired Premises, as well as their property are in the Hired Premises at their own risk, or, as the case may be, at the risk of these parties. RAI is not required to insure these risks. The Hirer shall take out adequate insurance against third-party liability, fire and theft. No later than thirty (30) days before the start of the Hire Period the Hirer shall hand over, at the first request of RAI, a certificate of its insurance company/companies or insurance broker showing that it is adequately insured at the time of the Hire Period and that the relevant premiums have been paid.
- 8.4 RAI is not liable for damages suffered by Participants as a consequence of the activities of other hirers or of obstacles to the use of the Hired Premises which are caused by third parties, unless there has been intent or deliberate recklessness on the part of RAI.
- 8.5 The Hirer and not RAI shall be liable for damage to property and/or persons caused in the Hired Premises and/or on the sites belonging thereto, unless in case of intent or wilful recklessness on the part of RAI or unless it can be irrefutably established that such damage is entirely unconnected with the Event.

## **9. Indemnity**

- 9.1 The Hirer warrants that it shall timely obtain all permits licenses and contents required in order to hold the Event in the Hired Premises, including the permits to be issued by the municipality, and that it will comply with any conditions attached to them. Refusal or cancellation of such permits licenses or contents will not constitute grounds for Hirer to terminate the Agreement without costs or a claim against RAI. The Hirer shall supply RAI with a copy of the aforesaid permits and licences as soon as RAI requests.
- 9.2 The Hirer shall indemnify RAI against all claims which third parties may be able to enforce against RAI in connection with acts and omissions on the part of Participants and/or persons for whom Participants are liable or who are present in the Hired Premises on account of the Event.
- 9.3 In the Netherlands there is a prohibition on employing foreign nationals without a work permit, as laid down in the Foreign Nationals (Employment) Act (the *Wav* of “**Act**”). The Hirer shall observe the statutory provisions of this Act and shall, pursuant to Article 3.4 above, impose a requirement on Participants that they also comply. The Hirer expressly acknowledges that RAI is not responsible or liable for compliance with the Act in respect of personnel and/or third parties set to work by or on behalf of Participants, and indemnifies RAI against fines which may be imposed on it and/or claims brought against it under the Act, regardless of whether or not such fines and/or claims are correct.

## **10. Catering and restaurants**

- 10.1 Unless agreed otherwise in writing, RAI has the exclusive right to provide catering within the Hired Premises.

- 10.2 In the event of an agreed catering, Hirer is promptly due an advance payment of 80% of the agreed catering offer. Hirer shall due the other 20% of the catering offer within 21 days after the final invoice has been send by the RAI.
- 10.3 Participants may not sell or serve (for example by sampling) food or beverages unless agreed otherwise by RAI in writing, on conditions yet to be agreed in connection with the hospitality permits in force and the food safety regulations in the Netherlands. Only RAI may supply food and/or beverages to the Participants and other third parties and their personnel (including the supply of food and/or beverages to and at stands during exhibitions).

## 11. Licences and consents

- 11.1 RAI has been granted an integrated umbrella licence (*parapluvergunning*) by the municipality of Amsterdam for the organisation of a range of activities. If Participants wish to organise activities which fall within the scope of this integrated licence, they timely must seek RAI's prior consent. RAI shall decide on such request as soon as possible.
- 11.2 The Hirer shall verify if the activities which it or Participants intend to organise or hold in view of the Event require RAI's consent. A list of the activities that require RAI's consent can be obtained free of charge on request. If a Participant fails to (timely) request consent for the organisation of an activity that falls within the scope of the licence, RAI may refuse consent and/or forbid the activity.
- 11.3 The Hirer shall observe all conditions and instructions which RAI may impose with a consent promptly and without reservation and shall ensure that Participants do the same. Participants shall immediately cooperate with compliance checks carried out by RAI in respect of the conditions imposed with a consent.
- 11.4 RAI is not liable for any loss or damages as a result of (i) the Participants not correctly or timely complying with any of the conditions or instructions imposed by RAI with a consent or (ii) actions undertaken by the competent authorities or RAI as supervisor in view of compliance with a license or consent. In case of failure to fully and correctly comply with a license or any of the conditions or instructions imposed by RAI with a consent, the Hirer shall be liable for the loss or damages which RAI suffers as a result. For the avoidance of doubt, the damages referred to in this provision will include damages as a result of sanctions or fines imposed by the competent authority.
- 11.5 The Hirer indemnifies RAI against all claims of third parties who use or wish to use the consent, in so far as such claims are in any way connected with, for example, the refusal or granting of consent, the content of the consent or the measures which RAI or the competent authority takes in connection with supervision and enforcement of the conditions attached to the consent. Such is without prejudice to the liability of the Hirer pursuant to the article 11.4 out above.

## 12. Cancellation by the Hirer

- 12.1 The Agreement may be terminated by the Hirer with immediate effect without the obligation for Hirer to pay any compensation to RAI:
- 12.1.1 in the event of RAI's bankruptcy, suspension of payments or other inability to perform its obligations (financial and otherwise);
- 12.1.2 if RAI fails to perform its material obligations under the Agreement after being given written notice of default (in so far as this is reasonably feasible in relation to the Event).



- 12.2 In the event of cancellation by the Hirer of the hire of one or more exhibition halls (or of part of an exhibition hall):
- 12.2.1 more than thirty (30) months before the start of the Hire Period, the Hirer owe to RAI ten (10) percent of the Reservation Value, plus VAT.
- 12.2.2 less than thirty (30) months before the start of the Hire Period, the Hirer shall owe RAI one hundred (100) percent of the Reservation Value, plus VAT.
- 12.3 In the event of cancellation by the Hirer of the hire of Elicium 1 and/or 2 or Amtrium 1 and/or 2:
- 12.3.1 more than twelve (12) months before the start of the Hire Period, the Hirer shall owe RAI ten (10) percent of the Reservation Value, plus VAT;
- 12.3.2 less than twelve (12) months before the start of the Hire Period, the Hirer shall owe RAI one hundred (100) percent of the Reservation Value, plus VAT.
- 12.4 In the event of cancellation by the Hirer of the hire of one or more (meeting and conference) rooms, foyers and/or lounges and other spaces (in so far as they do not form part of the exhibition halls, Elicium 1 and/or 2 or Amtrium 1 and/or 2 as referred to in article 12.2 and 12.3), the Hirer shall to owe RAI the following percentage of the Reservation Value depending on the moment of cancellation:

Months before start of the Hire Period	% of the Reservation Value due
More than 12 months	10%
12 – 10 months	25%
10 – 6 months	50%
6 – 3 months	75%
Less than 3 months	100%

- 12.5 Where services and products that have been offered and accepted by or on behalf of RAI are cancelled by the Hirer within fourteen (14) days before the start of the Hire Period, the Hirer shall be obliged to pay RAI the costs specified in the offer for the aforesaid services and products. In the event of cancellation outside that period, the Hirer shall be obliged to pay RAI any reasonable costs incurred by or on behalf of RAI.
- 12.6 Hirer shall not be entitled to invoke force majeure in case of cancellation of the Agreement in whole or in part.

### 13. Cancellation by RAI

- 13.1 The Agreement may be terminated by RAI with immediate effect:
- 13.1.1 in the event of the Hirer's bankruptcy, suspension of payments or other inability to fulfil its obligations (financial and otherwise);
- 13.1.2 if material property of the Hirer is seized or attached or becomes subject to similar measures ordered by a court;
- 13.1.3 in case of a change of control over the Hirer or the Event;
- 13.1.4 on the instructions of the authorities. Hirer is aware that RAI is under the supervision of various authorities (municipality, fire department etc.), whose changed insights may result in restrictive measures for the Event;
- 13.1.5 if the Hirer fails to perform its material obligations under the Agreement after being given written notice of default (in so far as this is reasonably feasible in relation to the Event);



13.1.6 in the event of force majeure.

Termination by RAI based on article 13.1.1 up to and including 13.1.5 will be deemed a termination caused by Hirer for which the cancellation fees as set out in article 12 above will apply. Hirer will not be entitled to claim any form of costs or damages incurred, but only to a refund of the Reservation Value, in the event of termination according to (i) article 13.1.5, if the termination in no way can be attributed to Hirer and/or the Event, or (ii) article 13.1.6.

- 13.2 If the Agreement is terminated by RAI as a consequence of one or more of the circumstances referred to in Article 13.1 above, RAI will be entitled, after giving notice of default (in so far as this is reasonably feasible in relation to the Event), to undertake all action, at the Hirer's risk and expense, which the Hirer would have been obliged to undertake under the Agreement, without prejudice to the Hirer's obligation to perform under the Agreement and pay compensation for the costs and loss and damage resulting from such termination.
- 13.3 In the event of force majeure, RAI has the right to (i) terminate the Agreement with immediate effect or (ii) to offer the Hirer reasonable alternative for the agreed Hire Period under the same conditions. In the aforementioned events, the Hirer is not entitled to reimbursement of any costs or damage incurred. In the event of termination of the Agreement, RAI will refund the Reservation Value as already paid by the Hirer.
- 13.4 If the alternative as proposed by RAI in accordance with Article 13.4 is found to be unsuitable, at the reasonable discretion of the Hirer, the Hirer has the right to terminate the Agreement within five working days after the date of the written proposal of RAI without the right to compensation of any costs or damage incurred, with the exception of the refund of the already paid Reservation Value.

#### **14. Miscellaneous**

- 14.1 The Hirer is obliged at all times to give the personnel and representatives of RAI access to any part of the Hired Premises, on production of a RAI identity card or a written pass signed on behalf of RAI.
- 14.2 The operation of cloakrooms and toilets in the Hired Premises is reserved to RAI and/or to third parties engaged by RAI.
- 14.3 The Hirer may not give any tips, rewards or gifts to persons in the employ of RAI or otherwise engaged by RAI.
- 14.4 The Hirer agrees that the Event will be included in RAI publications (including internet) regarding its exhibition and/or conference activities.
- 14.5 The Hirer is not permitted to use RAI's (trade)names and/or trademarks in its publications without the prior written consent of RAI.

#### **15. Confidentiality**

- 15.1 Each Party shall treat as confidential and not disclose or use any information contained in this Agreement of information that becomes available in the course of performing the Agreement and of which it has been notified by the other Party that the information is confidential or that it should reasonably understand is confidential, unless and in so far as:
- 15.1.1 disclosure is required by the Agreement, by law or by the courts;
  - 15.1.2 disclosure is required by a supervisory authority or public body;

- 15.1.3 disclosure is necessary to enforce this Agreement in court proceedings;
  - 15.1.4 the other Party has given written permission for disclosure;
  - 15.1.5 the information has come into the public domain through no fault of the disclosing Party;
  - 15.1.6 disclosure is necessary in order to obtain advice from a professional adviser.
- In the event of disclosure of information in the cases referred to above, the disclosing Party shall consult the other Party about the content, form and timing of the intended disclosure.

## **16. Notices**

All notices and other communications under this Agreement must be in writing in English and delivered by hand or sent by registered mail, express courier or e-mail to the appropriate addresses set out in the Confirmation of Hire.

## **17. Applicability of the Agreement and standard terms and conditions**

- 17.1 The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of this Agreement. Any such invalid or unenforceable provision will be replaced or be deemed to be replaced by a provision that is considered to be valid and enforceable. The interpretation of the replacing provision will be as close as possible to the intent of the invalid or unenforceable provision.
- 17.2 The applicability of any standard terms and conditions of any of the Participants is expressly excluded, notwithstanding any earlier or later reference to or declaration of applicability of the standard terms and conditions of the Hirer and/or Participants, for example on invoices.
- 17.3 Hirer is aware of and agrees with the [Facilities Regulations](#) that apply to this Hire Agreement. If and insofar as the Facilities Regulations conflict with the Standard Terms and Conditions of Hire, the provisions of the Facilities Regulations will prevail.
- 17.4 Hirer is aware and agrees that RAI has drawn up [Standard Terms and Conditions for Visitors](#) which apply to all of the visitors of the Convention Centre. The Standard Terms and Conditions for Visitors may be downloaded at any time from [www.rai.nl](http://www.rai.nl).
- 17.5 This Agreement may only be amended in writing by mutual agreement between Parties.
- 17.6 The Hirer agrees that RAI will digitise the signed Agreement as a PDF file and will keep only this digital PDF version in its records. Parties shall acknowledge this digital version of the Agreement as the original agreement which is binding on the Parties and has the same legal force and evidential value as the original.

## **18. Choice of law and forum**

- 18.1 The Agreement will be governed by the law of the Netherlands.
- 18.2 The District Court in Amsterdam, the Netherlands, will be exclusively competent to hear all disputes that may arise either in connection with or in the performance of the Agreement or any agreements yet to be concluded by the parties with regard to the Agreement.

\*\*\*