

- 1. General Conditions for Participation**
- 1.1 These general conditions apply to all agreements and contracts with exhibitors and third parties for - among other - participation in online fairs organized by "Eurotrade Online", hereinafter referred to as: - Betterwird BV -.
- 1.2 These general conditions will be available at conclusions of agreements and can also be viewed on our website www.eurotrade-online.nl.
- 2. General Conditions**
- 2.1 These terms and conditions for participation in online fairs organized by Betterwird BV apply to companies exhibiting at the fair, insofar the contractual partners have not made contrary agreements in writing that appear from a signed agreement.
- 2.2 General conditions of other contractual partners are never applicable to agreements of Betterwird BV and will be rejected.
- 2.3 The transfer of rights and obligations under an agreement with Betterwird BV by the participant to a third party is not allowed. Transfer of these rights and obligations can only take place with the explicit written consent of Betterwird BV, by which Betterwird BV is entitled to demand that the original participant will be responsible for financial obligations under the transferring agreement.
- 3. Conclusion of Contract**
- 3.1 The application for obtaining a stand is made by completing and returning the signed application form provided by Betterwird BV. Returning the application constitutes conclusion of the contract between the exhibitor and Betterwird BV and the application cannot be cancelled on any grounds.
- 4. Terms of Payment**
- 4.1 The time and terms of payment as stated on the invoice sent to exhibitors must be adhered to. If the exhibitor fails to meet his financial obligations, Betterwird BV is entitled to retain all hardware provided.
- 4.2 Furthermore, in case of non-payment Betterwird BV is entitled to refuse the exhibitor entrance to the fair or prohibit entrance to the fair.
- 4.3 Exhibitors and co-exhibitors are jointly and severally liable to Betterwird BV with regard to obligations arising from the rental contract or from other orders placed for services.
- 4.4 In case payments are not paid in time and Betterwird BV must give the claim to an external party, the extrajudicial collection expenses will be 15% of the total amount, with a minimum of €250,-.
- 5. Premature Termination of the Rental Contract**
- 5.1 Agreements with exhibitors cannot be cancelled or terminated. If, subsequent to binding registration or contract conclusion, Betterwird BV by way of exception assents to the exhibitors request for a complete or partial withdrawal from the contract, the exhibitor is obliged to pay a flat compensation charge to Betterwird BV. The amount of flat compensation charge is listed in the subsequent table, based on the following factor: the point of time at which Betterwird BV is in possession of the exhibitors binding written cancellation of his rental contract.
- 5.2 There are no rights reserved on these provisions, provided that no rights of cancellations exist between the parties. Article 5 is a compensation scheme which Betterwird BV in such case could make use of.
- 5.3 All products/hardware provided by Betterwird to exhibitor, such as camera's, webcams, etcetera remains the property of Betterwird until full payment has been made by exhibitor.
- 5.4 Without relinquishing the right to lodge ancillary claims, Betterwird BV is entitled to withdraw from or to terminate, without notice, the rental contract or any contracts involving services if the exhibitor fails, even after a reasonable period of grace, to meet obligations arising from the rental contract or any supplementary regulations.
- 5.4 Betterwird BV likewise maintains the right to terminate the contract without notice if the exhibitor suspends payment or becomes involved in composition or bankruptcy proceedings or similar proceedings according to foreign law, or if the exhibiting company is in the process of liquidation.
- 5.5 If the stand rental contract is terminated for reasons listed in the previous paragraph, then Betterwird BV is likewise entitled to receive payment of a flat compensation charge. The amount of this flat charge will be calculated based on the same criteria applicable to cases of cancellation by the exhibitor. The point in time upon which calculation of the flat compensation charge is based is the time when Betterwird BV receives written advice of the facts justifying termination of the contract.
- 5.6 Betterwird BV is entitled to terminate the lease contract with the participants, among other things if there are not enough participants for organising the fair concerned, or other reasons that can result in Betterwird BV not being able to organise a fair. In these cases, Betterwird BV will notify the participants who have already registered by email at least 14 days before the date of the fair. Lease sums that have already been paid will be reimbursed to the participants by Betterwird BV within 14 days.
- 5.7 In the event of a cancellation or termination of the lease agreement on the part of Betterwird BV in conformity with art. 5.6, Betterwird BV can in no wise be held liable for any damage whatsoever that is incurred by participants. On concluding the underlying agreement, the participants accept that these can be cancelled by Betterwird BV and therefore waive any damages, such as material damage, consequential damage and other possible damages.
- 5.8 In the event of force majeure as intended in art. 6.75 of the Dutch Civil Code, such as for instance, but not limited to: fire, severe weather, fair building collapse, strike action, personnel sickness, etc., Betterwird BV can in no wise be held liable for any (consequential) damages whatsoever by the lessee, should the fair not be held.
- 10. Claims, Procedure, Place of Performance and Place of Jurisdiction**
- 10.1 All claims by the exhibitor against Betterwird BV must be lodged in writing. The period of limitation is 6 months starting from the closure of the event.
- 10.2 The contract is governed exclusively by the Dutch law; the Dutch text is authoritative.
- 10.3 Parties agree that in case of dispute the place of performance and jurisdiction is Franeker. Betterwird BV reserves the right, however, to bring its claims before the courts competent for the area where the exhibitor has registered offices.

Table of cancellation charges

Percent charges based on the regular participation price for the amount of stand space registered and additional services insofar these cannot be cancelled. Initial set-up costs and hardware purchased for a first time participation in total €2000,- will not be refunded and are therefore excluded from the reversal rate.

Cancellation date	Reversal charge
-2 weeks	100%
15 days - 1 month	50%
1 month & 1 day - 2 months	25%