

# FEUILLE D'INSCRIPTION



*Open European Quilt Championships 2017*

19 octobre – 22 octobre 2017

Adresse d'événement:

MECC Maastricht, Forum 100  
6229 GV Maastricht, Pays-Bas

*Veillez envoyer cette feuille d'inscription, accompagnée de deux photos, avant le **1<sup>er</sup> mai 2017**, à l'adresse suivante:*

Adresse de bureau:

Textile Festivals  
Rondven 42a  
6026 PX Maarheeze, Pays-Bas  
Tél.: +31 40 7114033  
[info@textile-festivals.com](mailto:info@textile-festivals.com)

Le gagnant recevra:

**LE TROPHÉE DU CHAMPIONNAT EUROPÉEN**  
et une machine à coudre Bernina

Des trophées pour le thème « SPEED », Traditionnel, Art, le  
Quilting à la main et le Quilting longarm

Prix additionnels de nos SPONSORS:

Amann Mettler, Aurifil, Bernina, Handi Quilter, Janome, Bohin, Quiltmania, Camelot  
fabrics, Dear Stella, Timeless Treasures et YLI.

## INFORMATION PERSONNELLE

Nom du participant .....

Adresse du participant .....

Téléphone .....

Mobile .....

E-mail .....

Nom de ma création .....

## DIMENSIONS

**restrictions de largeur et hauteur du quilt : min. 60 cm – max. 300 cm**

largeur ..... cm

hauteur.....cm

### **CRÉATEUR(S)**

Les entrées de la catégorie 'débutant' doivent avoir été réalisées par les débutants eux-mêmes

Veillez cocher une des cases suivantes

- ma création est faite par une personne

signature du créateur .....

nom du créateur .....

- ma création est patched et quiltée par plusieurs personnes

signature du créateur .....

nom du créateur .....

signature du quilter .....

nom du quilter .....

### **MATÉRIAUX**

le matériel principal utilisé dans ma création est:

.....

liste des autres matériaux utilisés:

.....

### **PATCHING**

Veillez cocher une des cases suivantes

- ma création est cousue à la main
- ma création est cousue à la machine
- ma création est cousue à la machine et à la main

### **QUILTING**

Veillez cocher une des cases suivantes

- ma création est quiltée à la main
- ma création est quiltée à la machine de ménage
- ma création est quiltée à la machine longarm

### **CATÉGORIE**

Veillez cocher une des catégories suivantes

- enfants de moins de 18 ans  débutant  intermédiaire  avancé
- Mon age est .....

Ma création est une ... *Veillez cocher une des cases à gauche ou à droite*

thème quilt 'SPEED'	<input type="checkbox"/>	<input type="checkbox"/>	sans thème
quilt traditionnel	<input type="checkbox"/>	<input type="checkbox"/>	art quilt
quilt longarm	<input type="checkbox"/>	<input type="checkbox"/>	quilt non longarm

# FEUILLE D'INSCRIPTION



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## CRÉATION

*Veillez cocher seulement une des cases suivantes*

Ma création:

- est ma création personnelle
- a été inspirée par: .....
- est une copie de: .....
- est une reproduction de la création suivante:

.....

## VOTRE CRÉATION, EST-ELLE À VENDRE

*Veillez cocher seulement une des cases suivantes*

- ma création n'est pas à vendre
- ma création est à vendre      PRIX ..... \*

\* Veuillez inclure une commission de 10% dans le prix

## INFORMATION GÉNÉRALE CONCERNANT VOTRE CRÉATION

Information générale concernant votre création, l'idée derrière la création, histoires etc. (avec une limite de 50 mots, écrite par préférence dans votre langue).

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Veillez traduire, si possible, votre texte en anglais, aux fins de notre catalogue multilingue. Nous vous en remercions.

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## LOGISTIQUE ET PAIEMENT

*Veillez cocher seulement une des cases suivantes*

- après l'événement je reprendrai ma création à Maastricht (gratuit)
- veuillez retourner ma création (en Europe) (€ 30,--) .....
- veuillez retourner ma création (à l'extérieur de l'Europe) (€ 100,--)  
.....
- frais d'inscription € 25,--

TOTAL .....

- Je paie la somme totale par virement bancaire.  
*Vous trouverez nos coordonnées bancaires  
à droite.*

## NOS COORDONNEES BANCAIRES

Textile Festivals	International Bank Account Number (IBAN)
Rondven 42a	IBAN/SEPA NL86ABNA0464287863
6026 PX Maarheeze	BIC ABNANL2A
Pays-Bas	

Veillez indiquer, avec votre paiement, votre nom et le nom de votre création

### SIGNATURE

En signant ce formulaire, vous acceptez l'applicabilité des conditions générales de l'ADA B.V. / Textile Festivals.

J'ai lu le règlement de participation et je m'engage à le respecter

Date .....

Signature .....

Feuilles d'inscription non signées ne seront pas acceptées.

*Nous vous conseillons de faire une copie de cette feuille d'inscription.*

\* Pour les entrées israéliennes veuillez contacter Shoshi Rimer: [shoshi.rimer@gmail.com](mailto:shoshi.rimer@gmail.com)

# LE RÈGLEMENT DE PARTICIPATION



*Open European Quilt Championships 2017*

19 octobre – 22 octobre 2017

## Adresse d'événement:

MECC Maastricht  
Forum 100  
6229 GV Maastricht, Pays-Bas

## Adresse de bureau:

Open European Quilt Championships  
Rondven 42a  
6026 PX Maarheeze, Pays-Bas  
Tél.: +31 407114033

## SÉLECTION

Les organisateurs ont le droit d'exposer les pièces qu'ils trouvent appropriées. Ils essayeront d'exposer toutes les créations répondant aux règles d'inscription. Vu la limitation d'espace cela ne pourrait pas être possible dans tous les cas.

Le montant que vous avez prévu pour le retour de votre création sera remboursé si votre inscription n'est pas acceptée. Dans ce cas les frais d'inscription ne seront pas remboursés.

## DATES IMPORTANTES

Les feuilles d'inscription doivent être envoyées, avant le **1<sup>er</sup> mai 2017** au plus tard, à notre adresse de bureau à Maarheeze.

En **septembre 2017** nous vous mettons au courant de l'admission de votre pièce.

Au cours du mois de **septembre** vous recevrez des étiquettes à utiliser pour l'envoi de votre création (par la poste, messagerie ou en personne).

La livraison des œuvres en personne se fera seulement le **mardi 17 octobre 2017** à l'adresse d'événement à Maastricht.

Les pièces envoyées par la poste ou par messagerie doivent arriver avant le **vendredi 29 septembre 2017** à notre adresse d'événement à Maarheeze, l'adresse de bureau.

Les cartes pour le dîner du championnat sont en vente jusqu'au **mardi 17 octobre 2017 inclus**.

Les pièces ne peuvent être récupérées que le **dimanche le 22 octobre 2017** après 17 heures au restaurant du MECC à Maastricht.

## RÈGLES POUR PARTICIPANTS

Toutes les créations de quilting fabriquées **après le 1<sup>er</sup> mai 2014** seront prises en considération. La création doit présenter les caractéristiques traditionnelles du quilting à savoir 3 épaisseurs cousues et matelassées. L'œuvre est principalement composé de textile. Sont exclus de participation: les quilts exposés antérieurement lors d'une exposition de guildes; les quilts réalisés à base d'un kit (kit-quilts); quilts qui ne sont pas matelassés mais noués (tied-quilts). Par personne vous pouvez soumettre un maximum d'une pièce.

Pièces soumises pour la catégorie 'débutant' doivent avoir été faites par le participant lui-même (patching et quilting). Si vous avez gagné un prix dans la catégorie 'débutant' ou 'intermédiaire' vous devez, cette fois, soumettre votre pièce dans la catégorie suivante. Le jury a le droit, si nécessaire, de placer un quilt dans une autre catégorie.

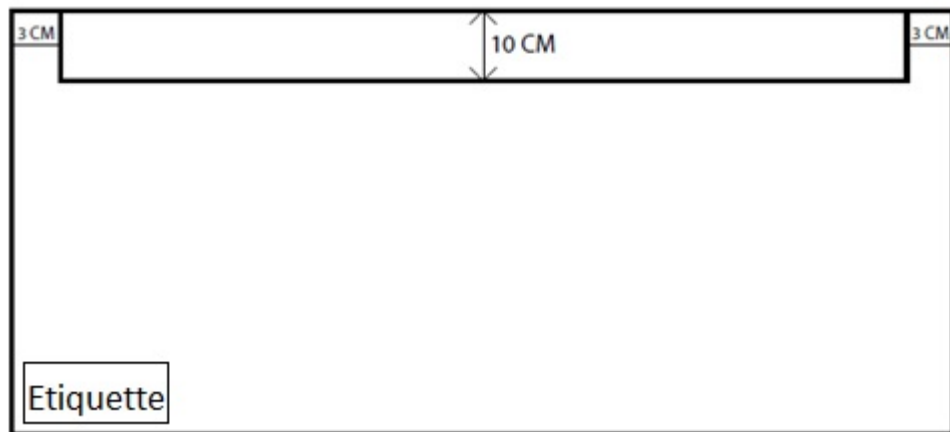
## PHOTOS

Une photo de la pièce doit montrer la surface entière de la pièce (finie ou pas). La photo doit être de qualité suffisamment bonne pour bien montrer la couleur, le dessin et l'apparence générale de la pièce. Veuillez prendre la photo de l'avant. La deuxième photo doit montrer un détail de votre pièce. S'il vous plaît écrivez votre nom et le nom de votre création sur le dos de la photo. Veuillez indiquer aussi par une flèche sur l'arrière le dessus de votre quilt. Vous pouvez également

soumettre vos photos numériques. Les photos soumises peuvent être utilisées pour le catalogue et à des fins publicitaires.

## BRIDE

Une bride de 10 cm de largeur doit être cousue en haut (à l'envers) de chaque quilt afin de bien pouvoir le suspendre. Pour les quilts ayant des formes irrégulières, prière de fixer des anneaux pour y passer une baguette.



## LIVRAISON DES QUILTS

Pendant le mois d'octobre des étiquettes seront envoyées à utiliser pour l'envoi de votre création (par la poste, messagerie ou en personne). La livraison en personne à Maastricht se fera seulement le mardi 17 octobre 2017. Les pièces/œuvres envoyées par la poste ou par messagerie doivent arriver avant le vendredi 29 septembre 2017.

## REÇUS

Un reçu sera remis pour chaque pièce livrée en personne. Les participants qui envoient leur pièce par la poste ou par messagerie pourront chercher un reçu au bureau d'information le dimanche matin. Il faut montrer une pièce d'identité. Ce reçu doit absolument être conservé car il constitue la seule preuve de propriété admise par les organisateurs.

## RETOUR DES ENTRÉES

Les pièces peuvent être reprises à Maastricht le dimanche le 22 octobre 2017, après 17 heures au restaurant du MECC à Maastricht, uniquement sur présentation du reçu. L'entrée de l'exposition (Expofoyer) n'est plus accessible

après 16 heures. Il faut obtenir votre manteau de la garde-robe avant 16 heures et le prendre au restaurant. Vous quittez ensuite le bâtiment par le hall d'entrée du MECC.

## RENOI POSTAL DES ENTRÉES

Les pièces qui ne sont pas reprises en personne peuvent être renvoyées par la poste. Veuillez ajouter € 30,-- par envoi en Europe et € 100,-- à l'extérieur de l'Europe.

## PRIX DE VENTE

Le prix de vente doit inclure une commission de 10%.

## PRIX ET TROPHÉES

Des membres de jury indépendants décerneront des rosettes et des certificats pour les différentes catégories. Des points sont attribués pour le thème « Speed », Traditionnel, Art, le Quilting à la main et le Quilting longarm. La décision du jury est obligatoire.

## REMISE DES PRIX

La cérémonie de remise des prix aura lieu le jeudi soir le 19 octobre 2017 pendant le dîner du championnat après 19 heures. Les cartes pour le dîner sont en vente jusqu'au mardi 17 octobre 24 heures inclus. Nous espérons que tous les participants soient présents lors du dîner.

## LES GAGNANTS

Les travaux gagnants vont en voyage. Si vous avez gagné, votre création ne sera pas de retour avant décembre 2018. Les prix gagnés vous seront envoyés en novembre 2017.

## RESPONSABILITÉ

Les conditions générales de A.D.A. BV sont applicables à cet accord. Toutes les pièces sont mises à la disposition, mais les risques sont à votre charge. L'organisation fera tout effort raisonnable pour assurer la sécurité de la pièce.

Rondven 42a, 6026 PX Maarheeze (NB), telephone number 0031 40 711 40 33,  
[info@textile-festivals.com](mailto:info@textile-festivals.com), [www.textile-festivals.com](http://www.textile-festivals.com)

## **GENERAL TERMS AND CONDITIONS A.D.A. B.V.**

*These general terms and conditions are translated from Dutch. This translation can only be used in combination with the Dutch text of the general terms and conditions of A.D.A. B.V. In case of a disagreement or dispute relating to the interpretation of the English text, the Dutch text will be binding. These general terms and conditions are subject to Dutch law.*

### **ARTICLE 1**

In these general terms and conditions the following definitions apply:

- “the organizer”: A.D.A. B.V., a private company with limited liability registered in the Trade Register of the Chamber of Commerce under number 56307063.
- “the participant”: the legal entity or natural person acting in the conduct of a profession or business, or the participant-exhibitor, taking part in the event on the basis of an agreement of participation.
- “the participant-exhibitor”: a natural person who will participate as exhibitor in the exhibition or event organized by the organizer.
- “the agreement of participation”: the agreement between the organizer and the participant in respect of the rental of stand space and/or the agreement between the organizer and the participant-exhibitor, established in accordance with the requirements as stated in these general terms and conditions.
- “the (rented) stand”, “the stand space” or “the stand area”: the by the participant rented, expressed in square meters, floor space or number of stands.
- “the event”: the fair, exhibition or event as mentioned in the agreement of participation for which the participant has registered.

### **ARTICLE 2**

1. These general terms and conditions and any attachments are applicable to, and shall be an integral part of, any agreement between the organizer and the participant, and any tender and offer made by the organizer to the participant.
2. The applicability of the general terms and conditions or any other conditions of the participant, by whatever name, is hereby expressly rejected.
3. Deviations from and/or additions to these general terms and conditions will only be binding if and to the extent expressly confirmed in writing by the organizer, and relate only to goods and services in respect of which such acceptance has taken place.
4. Third parties may not derive any rights from these general terms and conditions and/or are not entitled to invoke any rights on the basis of these general terms and conditions.
5. If one or more provisions of these general terms and conditions become(s) at any time fully or partially invalid or is/are declared void at any stage, the remaining provisions of these general terms and conditions will remain in full force and effect.
6. If there exists any uncertainty as to the interpretation of one or more provisions of these general terms and conditions, the explanation must be found “in the spirit” of such provision.
7. If a situation arise between the parties that is not covered by the provisions of these general terms and conditions, then the situation should be assessed “in the spirit” of these general terms and conditions.
8. If the organizer does not insist on strict compliance with these general terms and conditions at all times, this will not mean that these general terms and conditions do not apply or that the organizer in any way loses the right to demand strict compliance with the provisions of these general terms and conditions in other cases.
9. At all times, the conditions written in the Dutch language have precedence over the conditions translated into English or another language, i.e. the Dutch text of these general

terms and conditions will be decisive in the interpretation of these general terms and conditions. In case of a disagreement or dispute relating to the interpretation of the English text, the Dutch text will be binding.

### **ARTICLE 3 – CONCLUSION OF THE AGREEMENT OF PARTICIPATION**

1. An agreement of participation in respect of an event will only be concluded when all the following conditions are met:
  - a. The organizer has sent the form necessary for the conclusion of the agreement of participation on its own initiative to the participant; and
  - b. Aforementioned form is completed by the participant without any restrictive conditions and within the deadline set by the organizer, and returned in accordance with the options provided by the agreement of participation and is accompanied, where necessary, by prescribed attachments, like stand sketches, plans, lists of products and brands that will be presented, lists of additional orders and other supplementary documents, directly or indirectly related to the participation; and
  - c. The organizer has sent a written confirmation to the participant within four weeks after receiving the returned form for the purpose of participation by (i) signing the agreement of participation or (ii) by writing a separate confirmation letter in which the participation of the participant is confirmed.
2. If the participant failed to return aforementioned form within the final deadline set by the organizer, the offer to participate in the event lapses.
3. The organizer cannot be held to its tender(s) or offer(s) if the participant can reasonably understand that the tender(s) or offer(s), or any part thereof, contains an obvious mistake or error.
4. Tenders or offers do not automatically apply for future participations.
5. Agreements, promises and/or amendments to the agreement of participation made by or on behalf of the organizer after the conclusion of the agreement are only binding if confirmed in writing by the organizer or if the organizer has already wholly or partially given effect to it.
6. The organizer has the right to outsource its (obliged) activities to third parties.

### **ARTICLE 4 – SPECIAL CONDITIONS TO APPLY FOR PARTICIPATION**

1. The organizer may request the participant to declare the products and/or services that shall be exposed or offered in the event, including brand name, generic name, type name, proposed selling price and country of origin by completing a form for that purpose. An addition to the declared products and/or services is only allowed after prior consultation with the organizer and exclusively by means of an additional document for that purpose.
2. The organizer may request the participant to remit a plan showing the measurements of lengths, widths and heights and all other details requested by the organizer.
3. The organizer reserves the right to refuse a request for participation or, in special circumstances, to unilaterally terminate a concluded agreement of participation free of any charges, if this is required by the conditions of the case in the sole discretion of the organizer, such as overrepresentation, unfair competition, default history, aggressive-inappropriate- or offensive presentation or other special circumstances of the case.
4. The organizer shall at all times be entitled, both prior to and after conclusion of the agreement of participation, to request sufficient certainty from the participant that it will comply with both the payment obligation as with any other obligations. Refusal of the participant to provide the required security gives the organizer the right to terminate the agreement of participation, without being obliged to pay compensation to the participant.
5. The participant may request the organizer to provide the participant with products and services in addition to the agreement of participation, by completing the specified form for that purpose. These orders should be timely, but no later than three weeks before opening of the event, passed on to the organizer.



6. The organizer accepts no liability regarding the utilities that are ordered by and delivered to the participant by completing the correct form for that purpose, nor for defects in the establishment of the connection or transfer, unless the organizer is responsible for intent or gross negligence in this respect.

7. Exclusivity of product or service lining is only provided in exceptional cases and only in writing on the initiative of the organizer, and the participant is expressly obliged to comply with the restrictive conditions and restrictions that apply to this right. Only the organizer is entitled to review in its sole discretion whether there is an exceptional case. Exclusivity of product or service lining for the purpose of this article means: to be entitled to be the only one to conduct a brand name, type, model, country of origin and/or price distinguished product or service in the stand. The participant can never rely on the argument that he implied, or could legitimately have acquired the right of exclusivity within the meaning of this article on the basis of its unilaterally writing to the attention of the organizer.

8. Exclusivity of business activity is only provided in exceptional cases – in which existing and approved work agreements between peers, franchisees and dealers about catchment and coverage areas can be declared of application in the event – in writing granted only on the initiative of the organizer, whereby the participant is expressly obliged to comply with the restrictive conditions and restrictions that apply to this right. Only the organizer is entitled to review in its sole discretion whether there is an exceptional case. Exclusivity of business activity for the purpose of this article means: to be entitled to be the only one to enter into the agreement of participation with the organizer for the purpose of a business activity for which the participant subscribes to the event through the exclusion of other peers. The participant can never rely on the argument that he implied, or could legitimately have acquired the right of exclusivity within the meaning of this article on the basis of its unilaterally writing to the attention of the organizer.

#### **ARTICLE 5 – CANCELLATION, CHANGE OF DATA & FORCE MAJEURE**

1. The organizer shall decide whether the event will take place and determines the place where the event will be kept, and also the data and the opening hours of the event.

2. If the event, as specified in the agreement of participation, will be cancelled due to lack of enthusiasm, i.e. due to few agreements of participation, the participant is not entitled to claim compensation in any form whatsoever. The organizer is entirely and exclusively competent to make the assessment whether there is enough interest to allow the event to find passage. The organizer will refund the money paid by the participant within four weeks after decision less the administrative charges.

3. The organizer is not obliged to fulfill any obligation to the participant if it is being hampered due to a circumstance that is not due to gross negligence, and neither shall be for the account of the organizer under the law, a legal act or general acceptance (hereinafter referred to as “force majeure”).

4. In addition to what is included in law and jurisprudence, force majeure shall mean all external causes either foreseen or unforeseen, which the organizer cannot influence however which prevents the organizer to meet its obligations under the agreement. Situations such as acts of God, fire, storm, flood, national mourning, (work) strikes, war, acts of war, riots, demand measures by the government, natural disaster, evacuation measures and other extraordinary circumstances included. The organizer is also entitled to invoke force majeure if the circumstance prevents the organizer from (further) fulfillment of the agreement after the organizer should have fulfilled its obligations.

5. At all times, the organizer reserves the right to cancel or call off the event as specified in the agreement of participation, or to change its date, due to situations of force majeure as referred to in provision 4 of this article.

6. In case the date of the event as specified in the agreement of participation shall be changed at the sole discretion of the organizer due to situations of force majeure as referred

to in provision 4 of this article, the concluded agreement of participation between the organizer and the participant remains in full force, unless the participant decides within eight days after the communicated decision to terminate the agreement of participation by registered letter.

7. In case the event as specified in the agreement of participation will be wholly or partially cancelled, before or during the event, due to situations of force majeure as referred to in provision 4 of this article, the agreement of participation lapses, and the money paid by the participant will be refunded as far as appropriate. If the organizer already fulfilled its obligations under the agreement of participation at the time the situation of force majeure occurs, the organizer is entitled to separately invoice the part that is already fulfilled. This contains the costs that are given the stage of preparation, construction, commencement and/or continuance of the event could not be saved. These costs are deducted from the sums that will be refunded by the organizer to the participant. The participant accepts by signing the agreement of participation, in particular these special circumstances as being a risk borne by the participant only.

6. In none of the above cases the participant is entitled to claim compensation for damage in any form whatsoever.

#### **ARTICLE 6 - REPRESENTATION**

1. Unless otherwise expressly agreed, the participant is required to participate in the event in the capacity and with only the products and/or services that are agreed by the agreement of participation or by additional writing.

2. The participant is not allowed to exhibit, to offer or to sell products on behalf of third parties in the rented stand(s) in any form whatsoever, unless this is done as purchaser of such third party in the capacity as wholesaler or retailer or as representative of the third party.

3. The organizer is entitled to require the participant to adequately prove that the representation is dedicated to him and/or that he gained the authority to represent.

#### **ARTICLE 7**

1. The participant is obliged to provide the information required by the organizer in connection with his participation.

2. The organizer reserves the right to impose restrictions or conditions to the products and/or services that are carried out by the participant itself, or to the preparations and methods used to carry out those products or services.

#### **ARTICLE 8 - MAPPING**

1. The participant is entitled to the rented stand space at a place assigned to him by the organizer. The organizer ultimately determines the certain shape, size, volume and other issues directly related to the stand. The organizer tries as much as possible to bring the final mapping in consultation with the participant.

2. The organizer reserves the right, at any time before the opening of the event for visitors on which the agreement of participation has been concluded, and due to force majeure or other unforeseeable disability of the event accommodation or on behalf of the competent authorities, to subsequently allocate the participant another stand space or format than for which the participant was subscribed, or decide to withdraw an existing allocation. In these cases the participant cannot claim compensation for any damages suffered as a result thereof.

#### **ARTICLE 9 - SUBLET**

1. The participant is not allowed, without the written permission of the organizer, to (sub)let the rented stand wholly or partially to third parties, or to cede wholly or partially use of the rented stand to third parties or to exchange the rented stand with other participants, or to use

the rented stand in any other way than stipulated in the agreement of participation and/or as permitted by these general terms and conditions.

#### **ARTICLE 10 – CHARGES AND PAYMENT**

1. Payment of the rent and all other payments are immediately due upon conclusion of the agreement of participation or any other agreement on which payment is due. Unless otherwise agreed in writing, all payments must be made within the term of payment as stated in the invoice, in a manner specified by the organizer and in the currency as invoiced.
2. All other expenses arising from the participation that the participant becomes due during the event, must be paid immediately by wire transfer or cash.
3. If the participant fails to make (timely) payment, the participant shall be immediately in default as from due date without prior notice or summons from the organizer. Without prejudice to its other obligations, the participant owes interest on the outstanding amount (including collection costs) as from due date of the invoice until the date of payment in full on an annual basis equal to the statutory commercial interest as stated in Section 6:119a of the Dutch Civil Code. If the participant is a consumer (i.e. a natural person not acting in the conduct of a profession or business), the statutory interest shall apply pursuant to Section 6:119 of the Dutch Civil Code. All reasonable judicial and extrajudicial costs made by the organizer to obtain payment shall be borne by the participant.
4. The organizer shall be entitled to use the payments made by the participant first to cover the costs, then to cover any interest that has fallen due and finally to cover the principal sum and accrued interest.
5. If the participant makes a (rent)payment to the organizer while he still has an outstanding debt for in the past organized events by the organizer, the payment received by the organizer is first deducted from the outstanding debt. If a positive balance remains after this settlement, this is considered as a partial payment of the (rental) fees due for the upcoming event.
6. The participant is never entitled to deduct from or set-off against any amount that he is due to the organizer.
7. Special conditions relating to an obtained right of discount on the participation fee or on other utilities to be provided by the organizer expire and/or lapse on the day of the due date of the invoice related thereto.
8. If the agreement of participation is established within a period of fourteen days before the start date of the event, the participant may not commence with the construction of the stand before payment of all rents and other costs due until then. Until the entire amount is paid, the organizer retains the right to let the stand space to another participant with prior notice to the participant who has not paid all charges, but without any liability of the organizer towards such participant, and – if still possible – to assign such participant a different stand space.
9. Objections to the invoiced amount or any other objection(s) shall never suspend the payment obligation of the participant.

#### **ARTICLE 11 – USE OF THE STAND**

1. The organizer is entitled to cancel the agreement of participation and relet the space elsewhere in case the stand is obviously not occupied in good time, i.e. at least 24 hours before the official opening of the event, in case the participant has not given prior notice thereof and has not obtained written confirmation of acceptance of the organizer. All provisions of default as stated in article 16 of these general terms and conditions will apply in such situation.
2. The participant shall ensure that the stand construction (including furnishing and finishing) complies with all safety regulations, practical requirements and aesthetic requirements that are set by the organizer through additional written instructions or by oral instructions on the spot.
3. The participant is not permitted to use the stand walls of adjacent stand(s) to replace its own stand walls. Regarding the maximum height of the stand, the participant shall abide by

regulations given by the organizer. The stand itself, shelters, props and all other attributes, additions and entourages may not extend beyond the dimensions of the rented area as specified in the agreement of participation.

4. The participant shall continually and during all days of the event ensure that its stand is fully operational and manned by qualified personnel at the times specified by the organizer. Passive presentations without staff are explicitly prohibited.

5. The participant is obliged to leave the stand space made available to him in its original condition after the event, i.e. the stand is dismantled, the area is cleared and all borrowed or rented items delivered by the organizer are returned on the day and time as appointed by the organizer.

6. If the participant fails to leave the rented stand space in its original condition after the event, i.e. to dismantle and clear the stand area, the organizer is entitled to take steps to restore the stand to its original state, without prior notice or judicial intervention, and to remove the stand construction and –furnishing and to store the exhibits at the expense and risk of the participant. The participant is obliged to fully compensate the damages and costs that the organizer suffers as a result of this.

7. The name of the participant must be legibly stated on or at the rented stand.

## **ARTICLE 12 – LIABILITY, RISK, INSURANCE**

1. All attributes of the participant and all persons belonging to or hired by the participant are located in the area(s) where the event is held and/or respective areas at the expense and risk of the participant. The organizer is not burdened with the insurance of these attributes and persons on behalf of the participant.

2. Any liability of the organizer remains at all times limited to the provisions as stated in these general terms and conditions.

3. The liability of the organizer is in any case always limited to the amount paid by its insurer in such case.

4. The participant guarantees that the information provided to the organizer is correct and complete. Damages that are caused by incorrect and/or incomplete information that came from the participant cannot be attributed to the organizer. The participant will be liable for any damage that ensues from the incorrect and incomplete information that the participant provides to the organizer.

5. The liability of the organizer is limited to direct damages only. Direct damages in the means of this provision contains only the reasonable costs to proof poor performance of the organizer as far as these can be attributed to the organizer and reasonable costs incurred to prevent or limit damages insofar the participant can demonstrate that these costs resulted in mitigation of direct damages as referred to in these general terms and conditions.

6. The organizer shall never be liable for indirect damages, including consequential damages, lost profits, lost savings and damages as a result of business stagnation.

7. The participant is liable for all damages caused by his fault or its negligence, so from its personnel and so from its agents, as well as for damages resulting from his submissions to the property of the organizer, or the properties for which the organizer is responsible on behalf of third parties, or damages caused to another participant.

8. The organizer is not liable for any failings, errors or omissions appearing in its own publications or in publications of third parties, unless the organizer is responsible for intent or gross negligence in this respect.

9. The organizer accepts no liability for damage caused by the acts or omissions of any of the participants.

10. The organizer accepts no liability regarding the utilities that are ordered by and delivered to the participant by completing the correct form for that purpose, nor for defects in the establishment of the connection or transfer.

11. The participant must be adequately insured against the risk of legal liability, in respect of the event as specified in the agreement of participation. The participant shall indemnify the

organizer for any kind of damage that is claimed to the organizer by third parties directly or indirectly related to the participation.

12. If a presentation is of such nature that special insurance is required, the participant must timely arrange this special insurance and the participant is desired to provide proof thereof at the request of the organizer.

13. The limitation of liability as set out in these general terms and conditions shall not apply if the damage is due to intent or gross negligence of the organizer.

### **ARTICLE 13 – SALE TO INDIVIDUALS, ENTRANCE CHARGE**

1. The participant is obliged to provide the visitors with the possibility to return the products or items within fourteen days after purchase in case the purchase amounts to 25 euros or higher, in which period the purchased products can be returned for a full, unconditional and immediate repayment.

2. The organizer is entitled to ban or to demand the removal of items that are prohibited by law or other regulations or items that prove to be otherwise unsuitable, and is entitled to ban, demand the removal and/or impose guidelines in case the offerings and/or sale methods can be considered unclear, misleading or aggressive.

3. During the event, the participant is not permitted to charge entrance fees, compensation or another performance of any kind to attend promotions, demonstrations and/or shows or for tasting products.

### **ARTICLE 14 - PROHIBITIONS**

1. The participant is not allowed to:

- a. Place goods, furniture, signs or landmarks or other advertising material of any kind outside or above the rented stand area or to make such advertisement on the outside(s) of the stand that the prestige of the event is or could be impaired;
- b. Strengthening the spoken word by speakers or otherwise, or playing or performing any music;
- c. Distribute products, folders, price lists, circulars, advertising bills, gifts, gimmicks and other advertising material in other areas than in the by the participant rented stand space, or offer these materials and/or praise products or services from another participant than the participant that entered into such agreement of participation;
- d. Make such use of the assigned stand area that the organizer, fellow participants or visitors experience noise, obstruction of access and/or passage, or obstruction of the lightning, view or other nuisance, or which causes danger or damage(s);
- e. Present or sell products, services, persons or animals which in their capacity are protected by law or decision or the presenting and/or selling of those is contrary to the law, public order, security, morality or otherwise lead to an unacceptable situation;
- f. Have presence (anywhere) in the stand of any flammable and explosive or corrosive, pungent, malodorous or any other threats or hindrance causing substances for persons;
- g. Burn open fire in the stand area;
- h. Sell to or provide third parties with the by the organizer to the participant provided passes or certificates such as invitations, exhibitor tickets, building- and dismantling passes, parking certificates and other cards or certificates.
- i. Spread, to distribute or to cast in any way passes or certificates such as invitations, exhibitor tickets, building- and dismantling tickets, parking certificates or any other passes or certificates made by the participant itself;
- j. Change or adjust the appearance and function of the stand with material, occupation and/or devices on the last day of the event before closing time to the public, or earlier, for the purpose of the subsequent dismantling period in such way that the public information and the aesthetic prestige of the stand is no longer guaranteed;

- k. Withdraw products or services to the stand by disposing or covering these during the opening hours for public;
  - l. Execute catering-activities or to offer tobacco, food or drinks for sale. Tasting of products is only permitted if the participant is subscribed therefore by additional writings. However, at all times the quantity offered may not have the size of a full or complete consumption;
  - m. Conduct or carry out a survey among visitors or participants within the building where the event is held or in the respective areas;
  - n. Organize a lottery or subscribe any contests;
  - o. Nail, screw, glue, paint, drill or otherwise perform operations or actions on, in or to the building where the event is held, including the hall, tents, floors or by the organizer provided locations and/or stands.
2. The organizer requires the participant to provide its personalized passes or certificates made available to him, such as invitations, exhibitor tickets, building- and dismantling tickets, parking certificates and other cards or certificates for which it is appropriate to provide for their nature, with the personal data of the holder.
3. The participant is obliged to keep the rented stand(s) clean and in good condition at all times.
4. All products or services that do not correspond with the list of goods as subscribed in the additional document as part of the agreement of participation can be removed by the organizer and, without the participant being entitled to any form of compensation, stored at the expense and risk of the participant during the remainder of the event, even if the participant is not present at that time. Differences in counting, weighing or other volume statistics are for the account and risk of the participant in all cases.

#### **ARTICLE 15 – PHOTOGRAPHY, VIDEOGRAPHY AND DRAWINGS/PICTURES**

1. The organizer is entitled to make drawings, reproductions, photographs, videos and films or other pictures, to regard these as property and to use these for certain purposes to the sole discretion of the organizer.
2. The participant provides, by signing the agreement of participation, and thus accepting the applicability of these general terms and conditions, permission to the organizer to use the material as meant in paragraph 1 of this article for publicity or press purposes, even if the participant is recognizable on such material. This also applies to photographs and other material produced directly by the press or television with the consent of the organizer.
3. The organizer reserves the rights to publish the material as meant in paragraph 1 of this article during or around the event in any medium without mentioning the owner or source.
4. The participant is not permitted to make drawings, reproductions, photographs, videos, films or other pictures of the stands and exhibits of other participants before, during and/or after the event. The participant is only permitted to make such material of the own stand, however without causing annoyance or create barriers for fellow participants and visitors.

#### **ARTICLE 16 – CANCELLATION AND DEFAULT**

1. The agreement of participation cannot be unilaterally changed or revoked by the participant.
2. If the participant is prevented or hampered by special circumstances to make use of the rented stand area it may submit a written request for cancelation to the organizer under the obligation to pay the following graduated costs for cancellation:
- Up to two months before the start of the event: 25% of the total owed costs by the participant;
  - Up to one month before the start of the event: 50% of the total owed costs by the participant;
  - Up to 14 days before the start of the event: 100% of the total owed costs by the participant.

Aforementioned cancellation costs are due without prejudice to the right of the organizer to demand compensation to the extent that the cancellation costs appear not to be sufficient.

3. Any remaining days of the month or the period of 14 days where the request for cancellation is made do not have an in percentage moderating effect on the staggered as mentioned in paragraph 2 of this article.

4. The organizer shall send the participant a written confirmation of the cancellation.

5. The participant is in default in case the participant has failed to submit a written request for cancellation to the organizer before the (first day of the) opening of the event.

6. The organizer is entitled to terminate the agreement of participation without judicial intervention and to charge 100% of the paid or owed rental amount plus fully compensation of the costs and commitments that the organizer made in connection with the participation of the participant in default plus the costs that must be made to the consequences of default, such as adapting or otherwise adjusting the stand area.

#### **ARTICLE 17 – SUSPEND OR DISSOLUTION**

1. The organizer is authorized to suspend its obligations or to terminate the agreement of participation without any obligation to pay any damages, loss or costs, if:

- the participant does not, not fully or not timely fulfill its obligations under the agreement of participation;
- the organizer becomes, after the conclusion of the agreement, aware of circumstances that give good reasons to fear that the participant will not fulfill its obligations under the agreement of participation;
- a delay on the part of the participant is of such nature that the organizer can no longer be expected to fulfill its originally agreed obligations under the agreement.

By virtue of default, the participant shall be in the aforementioned cases held to pay damages, or compensation to the organizer and is liable for any damages (including costs) suffered directly or indirectly by the organizer as a result.

2. In case of dissolution, the claims of the organizer to the participant shall be immediately due.

3. In case of liquidation, (application for) suspension of payment or bankruptcy, seizure on behalf of the participant, debt restructuring or any other circumstances that prevents the participant to freely dispose of his capital, the organizer is entitled to terminate or cancel the agreement of participation with immediate effect, without any obligation for the organizer to pay any damages or compensation. In such case the claims of the organizer to the participant shall be immediately due.

#### **ARTICLE 18 – ORDER, SURVEILLANCE AND SECURITY**

1. The organizer shall ensure the enforcement of the public order and is responsible for monitoring the area(s) in which the event is held on the specified dates and times. The organizer provides others with such regulations, conditions or directions that she deems necessary of the proper conduct of the event preparations, construction, execution and dismantling, and considers necessary in the context of the overall safety and carefulness. The organizer and the (local) authorities, such as fire brigade and police, are therefore at all times entitled to gain free access to the stand(s) of the participant.

2. The organizer controls and limits the opening hours to the public and establishes an admission fee.

3. The participant has during the dates when the event is open to the public free access to the event from an hour before opening time to the public and not later than closing time to the public.

4. The participant is obliged to act in accordance with regulations, rules and instructions issued by the organizer, without prejudice to behave in accordance with the applicable regulations drafted by the government in the interest of the overall safety and public order.

5. The participant who disturbs the public order, misbehave or does not behave according to the previous provisions, may be denied its right to access the building where the event is held by the organizer's sole discretion, and he can be immediately removed from the building by instruction of the organizer. The participant will not be entitled to a refund of or to settle any monies owed to the organizer.
6. If the participant does not behave in accordance with the provisions set out in these general terms and conditions, the organizer is entitled, after the organizer has declared the participant in breach, to take all necessary measures and without any formality or judicial intervention immediately dissolve the agreement of participation, to clear the rented stand area and to remove the existing stand construction and furnishing and to store the exhibited products, and to remove all the items or constructions that violates the related conditions, rules and instructions, all this at the expense and risk of the participant. The participant is in such case not entitled to assert any right of restitution of monies or compensation in any form regardless the cause of such costs or damages. In this case, all (payment) commitments by the participant to the organizer remain in full force.
7. The participant is not permitted to use the emergency exits except for the intended emergencies. In relation to the security and the monitoring of the visitors it is expressly prohibited to use the emergency exits for supply and/or discharge during opening hours of the event to the public.
8. The participant is obliged to get access to the event area through the dedicated entrances and to register upon entry to the specially designated counter and to leave the event area(s) through the designated exits in the permitted hours. Leaving the event area after conclusion of the event via the emergency exits is expressly prohibited.
9. The participant is obliged to allow control of products that will be supplied and/or discharged, if the organizer or its representatives requests so.
10. The participant is obliged to agree to the installation of fire extinguishers in or on the stand if the circumstances require so or to permit such an adjustment in its placement or arrangement that features electricity cabinets, fire reels and other utilities in connection with the general functioning or guaranteeing the safety of the event.

#### **ARTICLE 19 - VISITORS**

1. The organizer does not guarantee visitors and does not give warranty with respect to sales results.

#### **ARTICLE 20 – COMPLAINTS**

1. Complaints about the fulfillment of the obligations of the organizer as stipulated in these general terms and conditions or in any other additional writing of the organizer must be (after written notice) submitted by the participant to the organizer immediately, or at the latest within ten calendar days after the event as specified in the agreement of participation. Financial compensation for failure by the organizer will never exceed the amount of the paid rent for the stand, unless the organizer is responsible for intent or gross negligence in this respect.
2. Failing such timely submission of (a) complaint(s) by the participant in accordance with the provision in paragraph 1 of this article, has the consequence that any right of the participant to claim recovery, replacement or any other compensation lapse.

#### **ARTICLE 21 – GOVERNING LAW AND JURISDICTION**

1. These general terms and conditions and any other provisions or agreements in respect of the participation of the participant, on which these general terms and conditions apply, shall be governed by Dutch law and the parties irrevocably submit to the exclusive jurisdiction of the Dutch courts.