

VENTURA PROJECTS
GENERAL TERMS AND CONDITIONS

1. Definitions

“the Agreement” means the private agreement between the parties set out regarding “the Project” meaning the Ventura Projects (Ventura Lambrate, Ventura Interieur, Ventura Berlin, Ventura London, and so on) and incorporating these terms and conditions;

“the Space/Location” means the exhibitory surface (area where the Exhibitors’ exhibition will take place) referred to on the signed Agreement, hired by the Exhibitor at the Project, including any possible access points or storage areas; the timing of the exhibition is classed as beginning on the day that build-up begins;

“the Exhibitor” means the person, firm, company or organization who has come to agreement with the Show Management to use the exhibitory surface;

“the Show Management” means Organisation in Design B.V., Nicolaasweg 142, 3581 VL, Utrecht, The Netherlands, legally represented by Margriet Vollenberg on behalf of Piccione B.V.;

“the Sharer” means any company occupying the Space together with the “the Exhibitor”;

“the Exhibitor’s Items” means the belongings, works, goods or promotional materials which the Exhibitor has at the Space;

“the Exhibitor’s Personnel” means any employees, representatives, sub-contractors, clients, servants or agents of the Exhibitor who attend the Space or the build phase at the Space;

“the Price” means the security deposit, and the amount payable by the Exhibitor for hiring the Space and using the Services;

“the Services” means the goods and services (if any) described in the Agreement.

2. Dutch Law.

The Agreement shall be construed in accordance with Dutch Law and each party agrees to submit to the exclusive jurisdiction of the Court of Utrecht in The Netherlands.

3. Creation of the Agreement.

The issue of the Agreement to the Exhibitor constitutes an offer by the Show Management to enter into the Agreement. The Exhibitor accepts the offer by signing the Agreement. The Agreement comes into effect on the date when the Show Management receives the signed Agreement. The Show Management reserves the right to cancel the offer if the signed Agreement is not returned to the Show Management within five working days of the issue date.

4. Signatories.

The person or persons signing the Agreement on behalf of the Exhibitor shall be deemed to have full authority to do so and the Show Management shall be under no obligation to make further enquiries in order to corroborate this.

5. The Price.

The Exhibitor shall pay the Price by installments on the dates specified in the Agreement, together with the applicable, refundable security deposit and any surcharge payable in respect of the same.

6. Termination by the Show Management.

If the Show Management wishes to terminate the Agreement, he can do so at any time by giving the Exhibitor 10 days’ notice in writing. Any part of the Price already paid by the Exhibitor in relation to an exhibition which has not yet taken place will be refunded to the Exhibitor except if



the Agreement is terminated pursuant to clause 17. If the Exhibitor commits a material breach of the Agreement, including but not limited to failure to pay any installment of the Price on the date on which it becomes payable in accordance with the Agreement, the Show Management reserves the right to terminate the Agreement and retain any deposits paid.

Likewise, the Show Management reserves the right to terminate the Agreement if the Exhibitor becomes insolvent, ceases or threatens to cease to trade, is subject to a winding-up order, enters a voluntary arrangement with his creditors (except for the purposes of restructuring), goes into liquidation or has a receiver or an administrator appointed in respect of any of his assets.

7. Termination Charges.

Show Management is entitled to terminate the Agreement with the Exhibitor at any time, because the exhibitor is in material breach pursuant to clauses 6 or 14; or because the Exhibitor was accepted based on false or misleading information provided by the Exhibitor; or if the Exhibitor has failed to comply with the Terms and Conditions; or if the Exhibitor has failed to comply with the Agreement. If the Show Management is forced to terminate the agreement with the Exhibitor, for any of the reasons mentioned here above, or if the Exhibitor terminates the agreement, the Exhibitor will still be obliged to pay the full amount indebted to the show management. If the Exhibitor withdraws after agreeing with the Terms & Conditions, the Exhibitor is obliged, to pay a penalty for the damage the Show Management incurs. If the Exhibitor withdraws after the Agreement has been issued by Show Management and signed by the Exhibitor, the Exhibitor is obliged, to pay the full amount indebted to the Show Management (100%). In any case when the Exhibitor withdraw, regardless the confirmation stage (confirmed the Terms & Condition or signed the Agreement) the withdraw needs to be communicated via written. The Show Management shall be under no obligation to re- allocate the Space to another Exhibitor if the Agreement is terminated.

8. Location of the Space.

The Show Management will provide the Space as specified in the Agreement. The Show Management reserves the right to alter the exhibition floor plan of collectively used spaces at any time without giving notice of such alteration to the Exhibitor. Due to the transformative nature of the Project, the Show Management retains the right to change the location of the exhibition for the benefit of the Project. All exhibitors, partners and sponsors will be given due notice if a change of venue is deemed appropriate and all obligations agreed upon per Agreement on behalf of both the Show Managements and the exhibitors or partners and sponsors will remain in full force.

9. Other Exhibitors.

Whilst the Show Management shall act in good faith when preparing the floor plan for spaces which are occupied by more

than one Exhibitor, no warranty is given that any other exhibitor will attend the exhibition or be located in any particular part of the exhibition Space.

10. Attendance.

The Exhibitor acknowledges that the Show Management shall not be held responsible for the failure of other exhibitors or of any visitors to attend the exhibition.

11. Suitability of the Space.

The Exhibitor must satisfy himself as to the suitability and the cost-effectiveness of the space. No warranty is given by the Show Management that the Space will meet the Exhibitor's objectives, whether made known to the Show Management prior to entering the Agreement or not.

12. Occupation of the Space.

The Exhibitor is personally responsible for the supervision of the Space during the period of lease and the Exhibitor must occupy the Space while it is open to visitors. Show Management will not be responsible for theft or damage to the Exhibitor's exhibition, or its contents, or its belongings, or its works, or its goods or its promotional materials. The exhibitor is responsible for the security of his objects and belongings, and for any other objects in the Space especially in case of theft and damage.

13. Special events

The exhibitor will have to discuss and come to an agreement with the Show Management if he wishes to organize a special event i.e. an opening party. It is forbidden to organize an opening party without consent from the Show Management. If the exhibitor organizes a special event without consenting to these rules, the Show Management is entitled to order cease of the event and demand the event to be closed down immediately.

14. Withdrawal of right.

If (a) any sum due from the Exhibitor is not paid by way of cleared funds when it becomes due whether demanded or not; or (b) the Exhibitor breaches any part of the Agreement, the Show Management reserves the right to withdraw the Exhibitor's right to the Space during the exhibition. Upon such a withdrawal under this clause, the Show Management may re-enter the Space, exclude the Exhibitor and remove the Exhibitor's Items from the Space at the Exhibitor's risk without prejudice to the Show Management's right to recover from the Exhibitor all losses and damages incurred by reason of the Exhibitor's default. Any storage costs incurred by the Show Management after removing the Exhibitor's Items in these circumstances will be recoverable from the Exhibitor.

15. No Assignments.

The Exhibitor's rights under the Agreement, including but not limited to the Space, are personal to him and are not capable of being assigned, sublet or shared with any other person, company, firm or organization. Any such assignment, subletting or sharing shall be considered a material breach of the Agreement. Any company sharing the exhibitor's Space must be identified to the Show Management in writing at least 28 working days prior to the opening of the exhibition. If the Show

Management deems that a Sharer is not suitable for the Project, The Show Management reserves the right to refuse entry to that Sharer.



16. Entrance Fee

Show Management or its location partners are entitled to determine and request an entrance fee to the show. In case the entrance fee is applied, Show Management will communicate its amount and the number of free tickets assigned to each Exhibitor in due time.

17. Information Supplied by the Show Management.

Whilst any information given by the Show Management to the Exhibitor is believed to be accurate no warranty is given to that effect. No misrepresentation by the Show Management, save that which is fraudulent, shall entitle the Exhibitor to cancel the Agreement.

18. Confidentiality.

The Exhibitor will not supply to any third party any information that it receives from the Show Management, which has not been made available to the general public. Such information includes but is not limited to information and data about the visitors, about other exhibitors and about the pricing of the Space.

19. Force Majeure.

The Show Management shall not be liable for any loss or damage sustained by the Exhibitor as a result of the cancellation of the Project or part of the Project, due to circumstances beyond the Show Management's reasonable control, including but not limited to strikes, industrial disputes, riots, failure of the transport or utility network, malicious damage, pandemic, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, flood, fire, storm or default of suppliers or sub-contractors. If the Show Management is able to arrange alternative exhibitory space for the Exhibitor, the Agreement will continue but will be varied as necessary and the Space may be altered accordingly, without the Exhibitor's prior consent. The Exhibitor is required to take out appropriate insurance to cover its losses in the event that the Project or part of the Project is cancelled or suspended and the Show Management is unable to arrange an alternative Space which is acceptable to the Exhibitor.

20. Show Management's Liability.

This condition sets out the entire financial liability of the Show Management. The Show Management is not liable to the Exhibitor for any loss of profits, loss of business, depletion of goodwill, loss of reputation and similar losses, loss of goods, loss of Agreement, loss or corruption of data or information, any special, indirect, or consequential or pure economic loss, costs, damages, charges or expenses that the Exhibitor may suffer under the Agreement. The Show Management's total liability in Agreement; tort, misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Agreement shall be limited to the Price.

21. Insurance.

The Show Management will not be liable for the safety or security of any of the Exhibitor's personnel, his exhibits or other property. The Exhibitor is required to arrange his own insurance against these contingencies. Proof of insurance must be supplied upon request of the Show Management.

22. Exhibition Space & Design

The exhibitors' display must not occupy space outside the exhibitory surface. The Exhibitor must provide an exhibition design/ floor plan and where necessary technical drawings of the exhibition to the Show Management 10 days prior to the start of the Project. In lack of providing the subsequent exhibition design / floor plan and technical drawings, any and all fines will be on charge of the exhibitor. Complex structures and installations (stands, platforms, walks, et cetera) must be constructed with proper materials and duly carried out as conforming to the common rules of security for persons and things. The exhibitor will be fully responsible to comply with these common rules of security and to have its structures and installations officially approved in writing, on a Safety Installation Data Sheet, by a qualified structural engineer.

All materials used for building, decorating or covering exhibitions must be made of non-flammable material, and Safety Product Data Sheets (test reports) need to be provided to the Show Management digitally, 10 days before the start of the Project. Safety Installation Data Sheets need to be provided digitally, to the Show Management before the start of the show. In lack of providing the subsequent Data Sheets, any and all fines will be on charge of the exhibitor.

Electrical installations must be carried out by the official electrical contractor appointed by the Show Management. Rigging must be installed by the official rigging contractor appointed by Show Management, or be agreed upon by Show Management separately.

Both concerning the design of the space and general behavior rules, the Exhibitor is known about the obligation to comply with the laws of the Country where the Show takes place.

23. Receipt of consignments

The Exhibitor is expected to be present himself to accept deliveries. Show Management cannot accept deliveries on behalf of the Exhibitor, nor can Show Management store or keep safe any goods for the Exhibitor.

The Exhibitor shall not have the right to designate the Show Management as the addressee of any consignments (exhibition goods, stand construction material etc.). In the case of non-compliance with this provision, show management might decide to accept the delivery. The time dedicated to the accomplishment of this task will be invoiced to the Exhibitor on an hourly basis (minimum 1 hour at the cost of 55 euro + VAT). The Exhibitor may not exert any claims against the Show Management where the Show Management accepts any consignments on behalf of the Exhibitor without checking their correctness and completeness, Show Management does not check freight and trucking invoices or does not duly store or keep safe any goods consigned.

24. Approval of Display.

By entering into the Agreement the Exhibitor expressly agrees to submit to the Show Management for approval prior to the commencement of the Project, visuals of any items which he may wish to display in the Space. The Exhibitor further agrees

that the Show Management is the sole arbiter of which items are appropriate for the Project and that he will remove any of the same which the Show Management has either not previously approved or subsequently decides are inappropriate or unacceptable for any reason. No

Exhibitors' items in collectively used exhibitory spaces shall be displayed in such a way that, in the Show Management's opinion, they obstruct the light or impede the view along the open areas or gangways of the exhibitory space or cause inconvenience to, or otherwise restrict the display of any other exhibitions, exhibitor's items or promotional material.

25. Dangerous Materials.

Without prejudice to clause 21 the Exhibitor is expressly forbidden to bring any dangerous materials and hazardous items into the Space, including but not limited to explosives, delousing or fulmination compounds and all dangerous or harmful substances, including priming's, fireworks and inflammable fuels. The Show Management reserves the right to require the Exhibitor to remove from the Space any items which he considers to be hazardous.

26. Claim.

The Show Management has a claim over the Exhibitor's security deposit for all sums owing or liabilities incurred by the Exhibitor under the Agreement or any other Agreement between the parties until such sums have been paid or such liabilities have been discharged in full.

The security deposit will be returned to the exhibitor after the exhibitory space has been returned in the same conditions as it was delivered by the Show Management to the Exhibitor and after approval of these conditions by the Show Management. This is intended to be done within 15 days from the return of the exhibitory space.

If any damage to the exhibitory space occurs, the costs for reparations will be deducted from the security deposit first, if any other extra costs are to be charged to the exhibitor, these will be charged to the exhibitor separately. In these situations the return of the security deposit, if any, will be done in approximately 1 month from the return of the exhibitory space. The exhibitor will in those cases receive an invoice from the Show Management, with administration costs of Euro 50,-, in which possible costs for reparations and/or extra costs will be deducted from the security deposit.

27. Admission.

The Show Management reserves the right to exclude or remove from the Project and the Space any person whose presence the Show Management deems to be undesirable, notwithstanding that any such person is one of the Exhibitor's Personnel or otherwise connected or associated in any way with the Exhibitor. The Show Management is also authorized to prevent the access or stay of persons, whenever a situation of possible danger might occur, in order to assure security to persons and avoid damage to objects, installations and the exhibitory space.

28. Brands

Show Management shall have the right to make use of Exhibitor's (brand) name, company logos, images of designs provided by the exhibitor, or other company signs (hereinafter



“Brands”) for the purpose of advertising the Project in any form. The Exhibitor assures his entitlement to use any brands or other industrial property rights, notably registered designs, employed with regard to his participation in the Project.

29. Images of the Exhibition

Show Management has the right to make use of any and all images of the exhibition, made available to Show Management, for the purpose of advertising the Project or other similar project, or Organisation in Design and its activities in any form.

30. Interest of Late Payment.

In case of late payment, the exhibitor must pay a late charge of 4% of the total Price within 14 days of the date of Show Management's invoice for such late charge with no requirements for any demand or notice of default. Show Management must be in possession of the full payment for the price agreed, as well as the late charge, or legally valid proof of payment by the time the official setting up period begins.

31. Damages

Any damage to the exhibitory space and its structures, fixtures, frames, fittings, windows, walls, facilities, equipment, furniture, et cetera; damage to persons employed by the exhibitor during the whole period of lease at the exhibitory space; damage to visitors of the Space whenever the damage is caused by negligence of the exhibitor; damage to displayed and/or stored works and objects, of his property, of property of other exhibitors or of property of the Show Management and its collaborators, such as breaking, crushing, etc. is the responsibility of the individual exhibitor or the shared responsibility of the exhibitors when there are more exhibitors in one exhibitory space. The Exhibitor will endeavor to take great care before, during and after the event to avoid damages to the Exhibition space.

32. Status of Pre-Agreementual Statements.

The Exhibitor acknowledges and agrees that it does not rely on any undertaking, promise, assurance, statement or warranty (whether in writing or not) of any person which relate to the subject matter of the Agreement, other than as set out expressly in the Agreement and the Terms and Conditions.

33. Severance.

If any part of any clause, or any clause, of the Agreement or of these Terms and Conditions is found by any court or administrative body to be invalid, unenforceable or illegal, the other parts of such clause, or the other clauses of the Agreement and of these Terms and Conditions, will remain in force.

34. Variation.

No variation of the Agreement shall be valid unless it is in writing and signed by Show Management.

35. Validity of Terms and Conditions.

These terms and conditions shall apply to any and all dealings between the Exhibitor and the Show Management.

36. Extra assistance

Any kind of extra assistance (meaning services not described in this document and in the agreement) provided by Show Management to the Exhibitor before, during and after the show will be invoiced by Show Management on hour an hourly basis or upon specific quote or on final balance. In case of last minute requests an extra urgency fee might be applied by show Management.

