

## ANNEX 2: GENERAL TERMS AND CONDITIONS OF SERVICES FOR EVENTS

### ARTICLE 1: DEFINITIONS

For the purposes of these General Terms and Conditions, the following definitions shall apply:

- **GENERAL TERMS AND CONDITIONS:** the present general terms and conditions of service which are attached to the commercial proposal and/or to the AGREEMENT and form an integral part thereof;
- **EVENT:** the EVENT organised by the ORGANISER as defined in the AGREEMENT;
- **SERVICES:** the services to be provided by EASYFAIRS BELGIUM and/or concessionaires, partners or subcontractors, and defined in Article 5 below;
- **EASYFAIRS BELGIUM:** EASYFAIRS BELGIUM NV, with registered office at Maaltekouter 1, 9051 GHENT, entered in the Register of Legal Entities of Ghent, Ghent Division, under company number BE0424.681.440 and/or its legal successors;
- **BUILDING:** Antwerp Expo, Flanders Expo, Nekkerhal - Brussels North or Namur Expo depending on where the EVENT is organised;
- **GLOBAL PRICE:** the addition of (i) the COMPENSATION FOR THE PROVISION OF SPACES and (ii) the COMPENSATION FOR THE SERVICES;
- **ORGANISER:** the physical or legal person who has entered into an AGREEMENT with EASYFAIRS BELGIUM for the purpose of organising the EVENT;
- **AGREEMENT:** the written agreement between EASYFAIRS BELGIUM and the ORGANISER for the purpose of organising the EVENT of which these GENERAL TERMS AND CONDITIONS form an integral part as well as the other annexes as listed in Article 3 below;
- **PERIOD OF AVAILABILITY:** the period during which the SPACES are made available to the ORGANISER as stipulated in the AGREEMENT;
- **SPACES:** the halls and/or rooms or parts thereof as well as the outdoor areas of the BUILDING that are made available by EASYFAIRS BELGIUM to the ORGANISER in accordance with the AGREEMENT for the purpose of organising the EVENT.
- **COMPENSATION FOR THE PROVISION OF SPACES:** the fee for the provision and use of the SPACES as provided in the AGREEMENT;
- **COMPENSATION FOR THE SERVICES:** the remuneration for the SERVICES provided by EASYFAIRS BELGIUM as defined in Annex 1 to the AGREEMENT;
- **VISITOR:** natural person present at the EVENT in a passive capacity (paying or invited);
- **SERVICE PROVIDER/SUPPLIER:** provider of services and/or supplier of goods for the organisation and/or realisation of the EVENT, hired/ordered either by the ORGANISER or by EASYFAIRS BELGIUM;

- **CONCESSIONAIRE:** operator of services and/or goods sales permanently attached to the BUILDING;
- **(EXCLUSIVE) PARTNER:** external service provider permanently hired and/or goods supplier ordered by EASYFAIRS BELGIUM;
- **PERSON ADMITTED BY THE ORGANISER:** any other person present in the BUILDING and outdoor areas during the EVENT with the permission of the ORGANISER.

### ARTICLE 2: APPLICATION OF THE GENERAL TERMS AND CONDITIONS

2.1. These GENERAL TERMS AND CONDITIONS govern all contractual obligations between EASYFAIRS BELGIUM and the ORGANISER relating to the organisation of the EVENT to the exclusion of the General Terms and Conditions of the ORGANISER.

2.2. Any deviation from the General TERMS AND CONDITIONS must be expressly included in the AGREEMENT to be valid.

2.3. Any modification to these GENERAL TERMS AND CONDITIONS shall be communicated to the ORGANISER by EASYFAIRS BELGIUM in due time and in any case at least 6 months before the holding of the EVENT. The ORGANISER shall then have 1 month to approve or reject the changes made. In the absence of a response by the ORGANISER within the stipulated period, the ORGANISER shall be deemed to have approved the changes made to the GENERAL TERMS AND CONDITIONS. In case of written non-approval, the current GENERAL TERMS AND CONDITIONS shall continue to apply, subject to changes imposed by law.

2.4. The ORGANISER hereby expressly undertakes to bring the necessary and relevant provisions of these General Terms and Conditions to the attention of SERVICE PROVIDERS/SUPPLIERS, VISITORS, persons admitted by it to the EVENT and all other persons involved by it in the EVENT.

The ORGANISER undertakes to EASYFAIRS BELGIUM that all SERVICE PROVIDERS/SUPPLIERS, VISITORS, persons admitted by it to the EVENT and all other persons involved by it in the EVENT shall behave in accordance with the provisions of these General Terms and Conditions.

2.5 The ORGANISER may consult the General Terms and Conditions at any time at  
<https://www.easyfairs.com/general-terms-conditions/#Venues-GTC>

### ARTICLE 3: ESTABLISHMENT OF THE AGREEMENT

3.1. For the organisation of an EVENT, a potential ORGANISER may contact EASYFAIRS BELGIUM via the website of the BUILDING in which the potential ORGANISER wishes to organise the EVENT:

- [www.flandersexpo.be](http://www.flandersexpo.be)  
flandersexpo@easyfairs.com;
- [www.antwerpexpo.be](http://www.antwerpexpo.be)  
antwerpexpo@easyfairs.com;
- [www.nekkerhalbrusselsnorth.be](http://www.nekkerhalbrusselsnorth.be)  
nekkerhal@easyfairs.com;
- [www.namurexpo.be](http://www.namurexpo.be)  
namurexpo@easyfairs.com

3.2. Following the request, EASYFAIRS BELGIUM shall prepare and transmit a price proposal for agreement, together with the following annexes:

- **Annex 1:** Rate List of SERVICES for Events (location-related SERVICES and optional SERVICES).
- **Annex 2:** these General Terms and Conditions

3.3. The ORGANISER acknowledges that it has taken note of the internal regulations of the relevant BUILDING available on the website of the BUILDING in which the ORGANISER wishes to organise the EVENT. The ORGANISER acknowledges that it has read and accepts the relevant internal regulations and also that it shall bring them to the attention of all parties involved as mentioned in Article 1.

3.4. EASYFAIRS BELGIUM processes personal data of the ORGANISER, VISITORS and others as described in its privacy statement, which is available at [www.easyfairs.com/privacy-policy](http://www.easyfairs.com/privacy-policy). The ORGANISER hereby confirms that it has read the privacy statement.

3.5. The AGREEMENT shall be concluded upon signature of the price proposal and the accompanying annexes by the ORGANISER.

### ARTICLE 4: THE SPACES MADE AVAILABLE AND THEIR USE

#### 4.1. Normal use

4.1.1. Pursuant to the AGREEMENT, the ORGANISER acquires the right to make normal use of the SPACES made available during the PERIOD OF AVAILABILITY, within the framework of the realisation of the EVENT, in strict compliance with all applicable safety standards and legislation.

4.1.2. The ORGANISER is bound, in the broadest manner possible to comply with all legal obligations applicable to it or to the EVENT. Consequently, it

shall comply with all regulations issued by the excise authorities, the municipal authorities (police, fire service, etc.), the registration and tax authorities, the copyright society, fair compensation, etc. If the activities that the ORGANISER wishes to carry out in the BUILDING require permits, the ORGANISER shall obtain them. This list is not exhaustive.

4.1.3. The right of use is limited to the SPACES described in the AGREEMENT. Under no pretext and in no way may the ORGANISER use or allow VISITORS to use premises other than the SPACES. More specifically, this prohibition of use shall also apply to the use of the entrance hall, entrances and adjoining premises, except as provided below and/or subject to a written agreement to the contrary between the parties.

#### 4.2. The SPACES

4.2.1. The SPACES are made available without any provision of decor and/or other accessories, in other words in an empty state, unless otherwise agreed or furnished.

4.2.2. The entrance areas and entrances may be used during the PERIOD OF AVAILABILITY for the reception and passage of employees of the ORGANISER, SERVICE PROVIDERS/SUPPLIERS, EXHIBITORS and VISITORS, insofar as these persons are admitted by the ORGANISER. The technical and/or building-related staff of EASYFAIRS BELGIUM shall always have free access to the SPACES.

4.2.3. All vehicles (e.g. advertising vehicles, refrigerated trucks, etc.) or other commercial objects outside, in the car parks and on the grounds of the BUILDING, may only be placed there with the approval of EASYFAIRS BELGIUM and in accordance with the applicable rates.

#### 4.3. Fixed compensation for minor damage and site inspections

4.3.1. To cover minor, non-attributable damage to the SPACES, the ORGANISER shall be liable to pay a fixed compensation per SPACE. The rates for this fixed compensation per SPACE are set out in Annex 1 to the AGREEMENT.

4.3.2. The ORGANISER may also opt to have joint inspections carried out upon entry (before the start of the EVENT set-up) and upon exit (after the EVENT has been cleared or dismantled) of the SPACES. In this case, the fixed compensation referred to in Article 4.3.1 shall not be charged. These inspections shall be carried out at the expense of the ORGANISER and by an independent party appointed by EASYFAIRS BELGIUM. The ORGANISER shall be present during the inspections. If it is not present, the inspections shall be deemed to be joint inspections. EASYFAIRS BELGIUM and the ORGANISER shall receive a copy of the inventory reports and may submit comments within eight days, failing which the inventories shall be deemed final.

#### **4.4. Modification or repair work**

**4.4.1.** EASYFAIRS BELGIUM reserves the right, at any time and even after the signing of the AGREEMENT, to carry out or have carried out modification or repair works in the BUILDING and the SPACES insofar as SPACES remain available for the EVENT. Under no circumstances shall the ORGANISER be liable for any compensation for the performance of this type of work.

**4.4.2.** EASYFAIRS BELGIUM reserves the right to place temporary and/or additional installations in or around the BUILDING (e.g. tents) in view of the organisation of the EVENT. This may be the case, for example, if there are problems with an entrance or the like. If this takes place within the SPACES MADE AVAILABLE, EASYFAIRS BELGIUM shall inform the ORGANISER accordingly.

#### **4.5. Public order and public opinion**

**4.5.1.** The ORGANISER shall refrain from any initiative and/or EVENT that could disturb public order or provoke possible reactions from public opinion.

**4.5.2.** If, after the signing of the AGREEMENT, EASYFAIRS BELGIUM finds that the EVENT either disturbs public order or provokes reactions from public opinion, EASYFAIRS BELGIUM may dissolve the AGREEMENT in accordance with Article 10.2.1 of these GENERAL TERMS AND CONDITIONS. This dissolution shall result in the cancellation of the EVENT, without the ORGANISER being entitled to any compensation.

**4.5.3.** In such cases, EASYFAIRS BELGIUM reserves the right to claim compensation from the ORGANISER.

**4.5.4.** If the ORGANISER organises an EVENT that could potentially have an impact on the immediate surroundings of the EVENT LOCATION (including, but not limited to: noise, mobility, parking pressure, waste production or safety), the ORGANISER must draw up a concrete action plan in advance, submit it to EASYFAIRS BELGIUM for approval at least 6 weeks before the start of the event, and implement this plan in consultation with EASYFAIRS BELGIUM.

**4.5.5.** The ORGANISER acknowledges its responsibility with regard to implementing and complying with a 'Don't Drink & Drive' policy during the EVENT or related activities or events, and shall provide appropriate preventive and awareness-raising measures to this end (such as clear communication, offering alternative transport options, etc.). EASYFAIRS BELGIUM may impose guidelines and request additional measures if the nature of the event so requires.

**4.5.6.** The ORGANISER undertakes to forward in writing to EASYFAIRS BELGIUM without delay any complaints it receives relating to possible nuisance,

disturbance or negative perception in the neighbourhood, the immediate vicinity or public opinion during or as a result of the EVENT.

#### **4.6. Publicity about the EVENT**

**4.6.1.** After a written agreement has been reached between the parties, the ORGANISER shall be entitled to advertise the EVENT it has organised in and around the BUILDING by means of posters and/or banners, exclusively in the locations provided for this purpose by EASYFAIRS BELGIUM and at the applicable rates. The ORGANISER shall therefore refrain from putting up posters and/or banners in locations other than those designated for this purpose, unless prior written permission has been obtained from EASYFAIRS BELGIUM.

**4.6.2.** The ORGANISER may only exercise the right provided for in this article to the extent determined by EASYFAIRS BELGIUM, taking into account, among other things, any rights of use granted by EASYFAIRS BELGIUM to other organisers.

**4.6.3.** The ORGANISER shall remove these posters and/or banners before the last dismantling day of the EVENT it has organised as provided for in the AGREEMENT.

EASYFAIRS BELGIUM reserves the right to remove all publicity and/or signage put up by the ORGANISER at the ORGANISER's expense after the end of the PERIOD OF AVAILABILITY of the EVENT organised by the ORGANISER, if the ORGANISER itself fails to remove this publicity and/or signage.

#### **4.7. No exclusivity for the EVENT**

**4.7.1.** No exclusivity is granted on the theme or concept of the EVENT. In the case of a publicly accessible EVENT, the ORGANISER undertakes not to use the SPACES for an EVENT for which similar events have been or shall be organised in the building within 12 weeks prior to the opening of the EVENT or within 12 weeks after the end of the EVENT. The ORGANISER shall inform EASYFAIRS BELGIUM in good time as to which events these are.

**4.7.2.** Any breach of this obligation shall be considered a serious fault on the part of the ORGANISER and shall entitle EASYFAIRS BELGIUM to terminate the AGREEMENT immediately at the expense of the ORGANISER in accordance with Article 10.2.1 of these GENERAL TERMS AND CONDITIONS.

**4.7.3.** The ORGANISER shall indemnify EASYFAIRS BELGIUM in respect of any claim against EASYFAIRS BELGIUM that results from the breach of this provision by the ORGANISER.

**4.7.4.** Given that the ORGANISER was made aware of this specific commitment prior to the conclusion of the AGREEMENT, the ORGANISER declares that it shall not suffer any damage as a result of this limitation and, consequently, shall not be able to assert any claim (including in court) in this regard

against EASYFAIRS BELGIUM, including any right of indemnification that it might invoke against EASYFAIRS BELGIUM.

#### **4.8. Temporary constructions**

**4.8.1.** The ORGANISER shall have the right to erect or have erected temporary structures, barriers or superstructures in the SPACES, subject to the obligation to remove them at the end of the EVENT and subject to the express conditions (i) to comply with all applicable safety standards at all times, (ii) not to damage the SPACES and (iii) to treat the facilities used by the concessionaires, subcontractors and other partners of EASYFAIRS BELGIUM with respect.

**4.8.2.** The structures referred to in this article shall always be erected separately from the BUILDING, without being allowed to be incorporated into any part of the BUILDING or its appurtenances and annexes.

**4.8.3.** The ORGANISER shall take the necessary measures to prevent any pollution, accidents or damage arising from the erection, maintenance and/or dismantling of these structures.

**4.8.4.** In this regard, the ORGANISER acknowledges that it alone is liable to EASYFAIRS BELGIUM and that, consequently, EASYFAIRS BELGIUM may only address the ORGANISER, to the exclusion of any third parties to whom the ORGANISER may have given permission to erect and/or dismantle such structures, barriers or superstructures.

**4.8.5.** Any object and/or structure erected by the ORGANISER or authorised by it, with a load exceeding 3 tonnes/m<sup>2</sup> and/or a height of 2.5 metres, shall be subject to the prior approval of EASYFAIRS BELGIUM. The ORGANISER shall spontaneously notify EASYFAIRS BELGIUM of the weight and height.

**a) General standards on constructions:**

- the height of a structure (with or without a floor) may not exceed the clear height of the SPACE;
- the structure must not damage any of the buildings belonging to EASYFAIRS BELGIUM. This means that all stands must be self-supporting and must not be attached to the walls, ceiling or floor;
- the operation and control of the equipment (heating, etc.) in the buildings must be taken into account. The ORGANISER shall spontaneously inquire with EASYFAIRS BELGIUM where certain pipes may run so that they are not damaged;
- Neither persons nor property may be endangered, either directly or indirectly, by the structure.

Only two types of materials may be used in the construction of structures:

- Manufactured in accordance with type A1-A2-B-C in accordance with EN13501-1, or current standards;
- Consisting of natural, composite or agglomerated wood with a minimum thickness of 15 millimetres.

All materials used are accompanied by a certificate confirming the fire resistance of the material.

If the material has been made fireproof, the following points must be stated on the certificate:

- The nature of the products used and the date of treatment;
- The duration of the treatment's effectiveness and any precautions to be taken to maintain this duration.

EASYFAIRS BELGIUM or the competent fire service may request this certificate for inspection at any time.

The ORGANISER shall only use fire-safe materials or products. The ORGANISER is prohibited from placing or allowing dangerous, toxic, flammable or explosive substances or products and, in general, substances or products or applications (e.g. Legionella) that are of such a nature that may be a nuisance to third parties in the SPACES, unless prior written permission has been obtained from EASYFAIRS BELGIUM. Any authorisation granted by EASYFAIRS BELGIUM in this regard shall not release the ORGANISER from its sole responsibility for any damage that may occur in connection with these substances or products.

The ORGANISER shall fully indemnify EASYFAIRS BELGIUM against any claims from third parties in this regard.

If permits are required, the ORGANISER shall obtain them.

**b) Use of paint**

Oil paints, varnishes or other coatings that present the same fire risks are only permitted on materials of type A1-A2-B-C in accordance with EN13501-1, or any other current standard that applies.

**c) Free-hanging decorative materials**

Curtains, veils, etc. may only be used if the following points are taken into account:

- the materials must be guaranteed to be fireproof;
- they must be removed from any heat source.

EASYFAIRS BELGIUM shall always be entitled to impose a ban on the erection of certain

structures, barriers or superstructures, or to order their immediate removal if EASYFAIRS BELGIUM considers that such structures would compromise safety in the broadest sense of the word. The decision taken by EASYFAIRS BELGIUM shall be implemented immediately by the ORGANISER at its own expense and risk.

**d) Structures for temporary use**

All structures for temporary use, such as stages and stands, shall be constructed using materials of type A1-A2 in accordance with EN13501-1, or materials that comply with the current replacement standard, and shall be in good condition.

Wooden floors, stairs and other elements shall be firmly connected to each other.

The inaccessible spaces under stages, stands, etc. shall not be accessible to the public, nor shall they contain combustible materials.

The structure must have a load-bearing capacity that is more than sufficient to support the objects or persons for which it is intended. Structures that may pose a hazard, such as stairs and scaffolding, must be inspected by a recognised external service for technical inspection, known as an ESTI.

EASYFAIRS BELGIUM shall be entitled to remove or have removed at the ORGANISER's expense and risk any structures that have not been removed by the ORGANISER at the end of the PERIOD OF AVAILABILITY.

The ban imposed by EASYFAIRS BELGIUM under the AGREEMENT on the erection of any structure, or the order given by EASYFAIRS BELGIUM to remove any structure shall in no case give rise to any claim for compensation on the part of the ORGANISER and/or any third parties authorised by the ORGANISER.

**4.8.6.** In this regard, EASYFAIRS BELGIUM expressly draws the ORGANISER's attention to the fact that it shall in any case be required to take the necessary measures to ensure that the (emergency) exits, fire extinguishers and fire hoses remain accessible without any effort or without having to move any objects.

**4.8.7.** The ORGANISER shall also take the necessary measures to ensure that the outlets of cold and/or warm air installations are kept completely clear.

**4.9. Communication of the floor plan**

**4.9.1.** No later than 60 days before the start of construction of the EVENT, the ORGANISER shall submit a first draft of the floor plan to EASYFAIRS BELGIUM. No later than 30 days before the start of the construction of the EVENT, a detailed final plan

shall be submitted, clearly showing all temporary structures.

**4.9.2.** The ORGANISER shall not commence the construction of temporary structures without the express approval of EASYFAIRS BELGIUM. The ORGANISER is aware that approval may only be granted at a late stage, and therefore shortly before the EVENT, if the ORGANISER does not adhere to the timing described above.

The ORGANISER is aware that the floor plan shall be reviewed in advance by EASYFAIRS BELGIUM or an independent party appointed by them. In addition, a safety inspection shall be carried out by EASYFAIRS BELGIUM or an appointed independent party no later than on the last day of construction. Any issues arising from these inspections must be resolved as soon as possible, and in any case before the opening of the EVENT. The rates for these inspections are included in Annex 1 to the AGREEMENT.

**4.9.3.** The ORGANISER shall immediately make any changes to the plan deemed necessary by EASYFAIRS BELGIUM.

**4.9.4.** The floor plan must be made available to EASYFAIRS BELGIUM in digital format, in Autocad (DWG format). If this is not possible, the plan must be drawn on a basic floor plan of the relevant VENUE, which can be obtained on request from the EVENT Operations Manager of EASYFAIRS BELGIUM. The plan must at least include all emergency exits, fire extinguishers, gates, energy wells or channels, no-build zones, etc. In addition, the plan must clearly state the name of the EVENT, the date of the EVENT, the version of the plan and a legend of all elements mentioned on the plan. This plan must be submitted in .pdf format.

**4.9.5.** If the ORGANISER provides a floor plan that does not comply with the above requirements, EASYFAIRS BELGIUM shall be entitled to draw up the floor plan at the ORGANISER's expense, at the applicable rates listed in Annex 1 to the AGREEMENT.

**4.10. Access to the EVENT**

**4.10.1.** The ORGANISER shall have the right to freely determine which service providers and visitors it admits to the EVENT in accordance with the AGREEMENT.

**4.10.2.** The ORGANISER shall determine which visitors are admitted to the EVENT. The ORGANISER is aware that the internal regulations for visitors can be found on the website of the relevant BUILDING and shall take the necessary steps to communicate these regulations to visitors before they enter the EVENT.

**4.10.3.** With the exception of recognised assistance dogs for persons with disabilities and animals intended to be shown during the EVENT, animals are not permitted in the BUILDING, unless the ORGANISER decides otherwise and provided that the

legal possibilities and restrictions are complied with and after mutual consultation with EASYFAIRS BELGIUM.

**4.10.4.** The ORGANISER shall grant free access to the EVENT to all employees of EASYFAIRS BELGIUM as well as to the CONCESSIONAIRES and SERVICE PROVIDERS/SUPPLIERS of EASYFAIRS BELGIUM.

**4.10.5.** The ORGANISER also undertakes to provide EASYFAIRS BELGIUM with a minimum of 100 admission tickets per edition, allowing free admission to the EVENT. This obligation applies exclusively to B2C or B2B events for which tickets are available. Private events, such as staff or client events, are not covered by this provision.

This issue must take place at least 30 days before the start of the EVENT.

#### **4.11. Music and promotional messages**

**4.11.1.** During the period of the EVENT, the ORGANISER shall be authorised, subject to compliance with the applicable laws and/or regulations, to install a sound system in the SPACES and to broadcast music and/or promotional messages. The ORGANISER shall ensure that the central public address system is usable and audible at all times, given its safety function.

**4.11.2.** In addition to complying with the applicable laws and/or regulations, the ORGANISER shall in any case ensure that the volume of these broadcasts does not cause any nuisance to third parties.

**4.11.3.** With regard to music, the ORGANISER shall pay the necessary copyright fees and/or other amounts due to UNISONO and/or other institutions and, among other things and without this list being exhaustive, shall comply scrupulously with the provisions contained in the law on copyright and related rights, as well as other similar laws and regulations.

**4.11.4.** EASYFAIRS BELGIUM also reserves the right to prohibit any promotional message that is contrary to public decency or public order, or that may provoke reactions from public opinion. Any advertising shall always be exclusively and strictly related to the current EVENT.

**4.11.5.** With regard to promotional messages, the ORGANISER shall, among other things and without this list being exhaustive, comply scrupulously with the provisions contained in the Economic Law Code and other similar laws and regulations.

**4.11.6.** Any breach of the above provisions shall be the sole responsibility of the ORGANISER, who shall take the necessary measures to prevent EASYFAIRS BELGIUM from becoming involved in any way in any dispute with third parties, including the relevant competent authorities.

#### **4.12. Photographs, video and audio recordings**

In accordance with its privacy statement ([www.easyfairs.com/privacy-policy](http://www.easyfairs.com/privacy-policy)), EASYFAIRS BELGIUM has the right to take photographs, video and audio recordings and films during the EVENT and to use this material as appropriate for security reasons and/or for promotional purposes. If the ORGANISER does not wish this material to be used for promotional purposes, it shall notify EASYFAIRS BELGIUM in writing.

#### **4.13. Drones**

**4.13.1.** The use of drones during the EVENT shall not be allowed, except with the express consent of EASYFAIRS BELGIUM and in accordance with the regulations in force regarding the protection of personal data.

**4.13.2.** If permission is granted, the ORGANISER shall ensure that drone pilots have the required training and licences and comply with the legislation governing the use of such devices.

#### **4.14. WLAN/Wi-Fi**

**4.14.1.** Only the use of the WLAN system authorised by EASYFAIRS BELGIUM is permitted within the BUILDING. Consequently, the ORGANISER and any third parties authorised by it are prohibited from using their own WLAN system within the BUILDING. Disruptive and unofficial hotspots shall be detected and removed at the expense of the ORGANISER or the relevant exhibitor, if attributable.

**4.14.2.** The ORGANISER undertakes to adequately inform the suppliers and partners of the EVENT in this regard.

#### **4.15. Electrical connections**

**4.15.1.** Any electrical connection to the junction boxes and/or the electrical network provided in the SPACES shall be made using a switch box equipped with the necessary fuses, in accordance with the planned use.

**4.15.2.** Electrical connections shall be organised individually for each stand and installed in accordance with applicable laws and/or regulations, and according to the rules of good workmanship.

**4.15.3.** The electrical installation required for the EVENT shall be subject to a mandatory inspection by an external service for technical inspection designated by EASYFAIRS BELGIUM. All inspections within the foreseen presence of the inspectors (until the opening of the EVENT) shall take place without additional cost. All (re-inspections) outside the scheduled visits of the inspectors shall result in an additional cost of €150 per inspection, to be borne by the ORGANISER. However, inspections may still be carried out after the installation has been put into operation (e.g. in the event of late modifications, etc.), which must also be paid for by

the ORGANISER. Any installation that does not meet the specified requirements may be rejected.

**4.15.4.** The voltage supplied is 400 V between phases, three-phase, and 230 V between phase and neutral conductor, 50 cycles per second.

**4.15.5.** In stands or other structures, electrical installations must be carried out by authorised personnel. These persons must be insured by an insurance company for any mistakes they may make.

**4.15.6.** The ORGANISER shall adhere strictly to the following guidelines:

- The entire installation must comply with the regulations of AREI Book 1.
- The entire electrical installation shall be placed on a non-combustible and non-heat-conducting base.
- It shall be equipped with a differential switch (maximum 100 mA).
- Each electrical circuit shall be protected by a fuse that is adapted to the maximum load of that circuit.
- All connections must be made in junction boxes.
- Sockets and plugs shall comply with the applicable safety standards. Three-way plugs are therefore prohibited.
- Conductors for the power supply in 6 and 10 amp sockets shall have a minimum cross-section of 2.5 millimetres.
- Temporary connections using inadequate materials such as rubber rings, etc. are not permitted.
- Defective appliances or damaged insulation shall be repaired or replaced immediately.
- Safety accessories for electrical installations shall be secured in such a way that they are only accessible to authorised personnel.
- Unauthorised persons must not be able to touch live electrical installations.
- Neon: Devices equipped with fluorescent lamps and therefore operating at high voltage are not permitted in our SPACES. However, imitation 'neon lamps' based on LED technology are permitted.

In the event of non-compliance, EASYFAIRS BELGIUM reserves the right to cut off the power supply without any compensation from the ORGANISER, EXHIBITOR or other party involved.

#### **4.16. Suspensions from the roof structure**

**4.16.1.** Access to the roof structure is strictly prohibited. Suspensions from the roof structure are only permitted by an exclusive partner of EASYFAIRS BELGIUM, unless otherwise agreed between the Parties and subject to written consent.

**4.16.2.** To ensure the proper execution of the suspension work, the ORGANISER shall provide the following information no later than 30 days before the first day of construction of the EVENT:

- Plan showing the orientation of the structure relative to surrounding structures or halls and the exact location of each point relative to the edges of the structure;
- The effective load per point;
- The height of the points, i.e. the height at which the suspension points are required, expressed in metres above floor level;
- A description of the objects.

**4.16.3.** For all suspensions commissioned by the ORGANISER that are not carried out by the exclusive partner of EASYFAIRS BELGIUM, the additional guidelines listed below apply:

- The ORGANISER shall request the applicable rigging regulations from EASYFAIRS BELGIUM at least 30 days before the start of the EVENT set-up;
- The ORGANISER shall provide EASYFAIRS BELGIUM with an inspection report by an officially recognised inspection company based on the rigging plan at least 20 days before the start of the EVENT set-up;
- Once the rigging has been completed during the EVENT set-up, a final on-site inspection shall be carried out by the same inspection company. This report shall be submitted to EASYFAIRS BELGIUM before the start of the EVENT as a final check.

**4.16.4.** For all suspension activities, the ORGANISER shall strictly adhere to the guidelines, which are freely available and must be requested in advance from EASYFAIRS BELGIUM, for the suspension of objects.

#### **4.17. Heating/Ventilation**

**4.17.1.** During set-up and dismantling, heating/ventilation is not provided as standard. During the EVENT, the heating shall be set to a standard temperature of 19 °C. For heating and/or ventilation, the ORGANISER shall pay EASYFAIRS BELGIUM an amount based on the rates in the list of rates for SERVICES attached as Annex 1 to the AGREEMENT.

**4.17.2.** An additional charge shall be applied for temperatures that need to be higher than 19 °C (see the list of rates for SERVICES added as Annex 1 to the AGREEMENT). To ensure that the heating works properly, the doors must remain closed at all times when the heating is active.

#### **4.18. Lighting**

For the hall lighting, the ORGANISER shall pay a fixed sum to EASYFAIRS BELGIUM based on the rates set out in the list of rates for SERVICES in Annex 1 to the AGREEMENT.

#### **4.19. Maintenance of the SPACES**

The ORGANISER is obliged to order the general final cleaning via EASYFAIRS BELGIUM. The rates can be found in Annex 1 to the AGREEMENT.

Initials,

#### 4.20. Waste

**4.20.1.** The ORGANISER is obliged to pay the landfill taxes (costs for residual waste). Invoicing for this shall take place approximately one month after the EVENT.

**4.20.2.** It is prohibited to place or allow waste of any kind or origin to be placed outside the SPACES, except in the containers provided for this purpose.

**4.20.3.** EASYFAIRS BELGIUM reserves the right to have all waste placed outside the SPACES removed immediately and at the expense of the ORGANISER. The costs incurred shall be payable upon simple presentation of a statement of expenses drawn up by EASYFAIRS BELGIUM. In this case, EASYFAIRS BELGIUM shall notify the ORGANISER accordingly.

**4.20.4.** The ORGANISER shall take all possible measures to ensure the correct sorting of its own waste or waste from partners. Any fines (non-conformities) imposed on EASYFAIRS BELGIUM as a result of incorrect sorting shall be recovered from the ORGANISER, plus an additional administrative cost of €75.

#### 4.21. Ban on smoking and fumes

**4.21.1.** The ban on smoking applies generally. Consequently, the ORGANISER shall ensure compliance with this ban in the SPACES and shall, among other things and without this list being exhaustive, comply scrupulously with the provisions contained in the Royal Decree relating to the ban on smoking and other similar laws and regulations, as well as the guidelines of EASYFAIRS BELGIUM in this regard.

**4.21.2.** Any fines imposed on EASYFAIRS BELGIUM as a result of checks carried out by the competent authorities during the EVENT shall be recovered from the ORGANISER.

#### 4.22. End of the EVENT and return of the SPACES

**4.22.1.** The SPACES must be completely cleared and returned to EASYFAIRS BELGIUM in immaculate condition no later than on the last day of the PERIOD OF AVAILABILITY.

**4.22.2.** Any late return of the SPACES shall, by operation of law and without any prior notice of default being required, give rise to the payment by the ORGANISER to EASYFAIRS BELGIUM of compensation per day of delay commenced, equal to three times the daily amount for the provision of the SPACES as specified in the AGREEMENT, subject to EASYFAIRS BELGIUM's right to claim additional compensation from the ORGANISER if the actual damage suffered by EASYFAIRS BELGIUM exceeds the compensation specified herein.

**4.22.3.** The ORGANISER has been duly informed of this and accepts this amount as reasonable in view of the many additional costs (waiting hours,

additional personnel, rescheduling of workers, other rates) that EASYFAIRS BELGIUM shall have to bear in respect of the shortened set-up of the subsequent project.

**4.22.4.** The ORGANISER shall fully indemnify EASYFAIRS BELGIUM against any claim it may receive from a subsequent ORGANISER as a result of the late dismantling and clearing of the SPACES.

**4.22.5.** If necessary for the organisation of other events EASYFAIRS BELGIUM may, in the event that the SPACES have not been vacated on time, have the SPACES vacated at the expense of the ORGANISER. These costs are recoverable on the basis of the invoice received by EASYFAIRS BELGIUM from the contractor carrying out this work, plus 20%, with a minimum of €500, to compensate for the (administrative) costs and additional work incurred by EASYFAIRS BELGIUM as a result, such as coordination and follow-up.

**4.22.6.** In the event of damage to the SPACES, other than the damage referred to in Article 4.3, the repair work shall be carried out by a contractor appointed by EASYFAIRS BELGIUM. The costs of the repair work shall be recovered from the ORGANISER.

### ARTICLE 5: SERVICES

#### 5.1. The SERVICES

**5.1.1.** SERVICES to be provided by EASYFAIRS BELGIUM and/or concessionaires, partners or subcontractors are not included in the COMPENSATION FOR THE PROVISION OF THE SPACES and shall be charged separately to the ORGANISER as COMPENSATION FOR THE SERVICES.

**5.1.2.** The rates for the location-related SERVICES and the optional SERVICES are included in Annex 1 to the AGREEMENT. These rates shall remain valid for the period specified in this Annex, subject to any adjustments required as a result of an increase in the cost of living or as a result of any price adjustments imposed by the suppliers of EASYFAIRS BELGIUM.

#### 5.2. Security and first aid obligations

**5.2.1.** During the PERIOD OF AVAILABILITY, the SPACES used shall be monitored by a supplier approved by EASYFAIRS BELGIUM, unless otherwise agreed.

**5.2.2.** For the provision of security services, the ORGANISER shall owe EASYFAIRS BELGIUM a fee for each hour, with a minimum service of 4 consecutive hours per security guard, which shall be calculated in accordance with the rates applicable at EASYFAIRS BELGIUM. The number of hours actually performed, with a minimum of four consecutive hours per security guard, shall always be charged after the EVENT.

**5.2.3.** A detailed monitoring plan shall be drawn up by the ORGANISER at the latest 1 month before the start of the construction of the EVENT. The SPACES must be monitored from the moment that work such as marking out, delivery of materials by suppliers, etc. takes place. The ORGANISER acknowledges that the prices for security are indicative prices that may vary depending on the actual number of hours worked, with a minimum of four consecutive hours per security guard.

**5.2.4.** The ORGANISER shall obtain information from the security cell of the city where the EVENT takes place regarding first aid obligations and may call upon the partner approved by EASYFAIRS BELGIUM for this purpose.

### **5.3. Concessions, partners and subcontractors**

**5.3.1.** Unless otherwise agreed between the parties, EASYFAIRS BELGIUM shall, either on its own behalf or through concessionaires, partners or subcontractors, provide the following SERVICES, sell or offer them exclusively on its own behalf to visitors, regardless of the nature of the EVENT being organised:

- operation of car parks for visitors, crew and service providers (including signage on and around the site);
- operation of sanitary facilities, cloakrooms and lockers by means of permanent or temporary facilities);
- all forms of permanent or temporary monitoring linked to the BUILDING (including the control tower, if applicable);
- the suspension points;
- the installation, distribution and inspection of all electrical power connections up to just before the power consumer;
- the installation and distribution of all water connections and the distribution of compressed air;
- all temporary internet connections (including Wi-Fi);
- the blackout of the SPACES;
- the cleaning of the SPACES in which the EVENT is organised, including the car parks and adjacent areas;
- the removal and processing of waste;
- the rental of aerial work platforms and forklift trucks and related services;
- the sound amplification used for broadcasting atmospheric music and communicating informative messages to visitors to the EVENT;
- operation and marketing of communication media in and around the SPACES (LED screens, advertising frames, banners, flagpoles, etc.);
- promotion (through advertising, sampling or other promotional activities) of EVENT-related brands, insofar as these do not conflict with a permanent partner/sponsor of the ORGANISER's EVENT.
- the sale of hearing protection during the EVENT (except for hearing protection that is provided free of charge to visitors);
- lighting, heating and ventilation of the

buildings.

**5.3.2.** The ORGANISER and visitors must respect the facilities that have been temporarily or permanently installed in the BUILDING by the concessionaires, partners or subcontractors, as well as those made available for the EVENT, and take care of them as a prudent and reasonable person would.

### **5.4. Catering & Sampling**

a) Catering with public sales:

**5.4.1.** Unless otherwise agreed between the parties, during the EVENT, EASYFAIRS BELGIUM shall, either on its own behalf or through CONCESSIONAIRES, PARTNERS or SERVICE PROVIDERS/SUPPLIERS, sell or offer the following catering services exclusively and for a fee to VISITORS, regardless of the nature of the EVENT being organised:

- Sale of beverages, snacks and meals from both fixed infrastructure and mobile sales points;
- Operation of all food and beverage vending machines;

b) Catering services for EVENTS and seminars:

**5.4.2.** Unless otherwise agreed between the parties, EASYFAIRS BELGIUM shall, either on its own behalf or through concessionaires, partners or subcontractors, sell or offer catering services exclusively and for a fee to visitors. The list of concessionaires, partners or subcontractors is subject to annual adjustment and may be requested by the ORGANISER.

c) Crew catering: Guidelines regarding crew catering are available upon request.

d) Sampling of beverage and food products:

**5.4.3.** The distribution of free beverage and food products (samples) authorised by the ORGANISER during the EVENT is only permitted with the written consent of EASYFAIRS BELGIUM in the AGREEMENT. In addition to financial compensation, this written consent shall also specify the location and other conditions (e.g. waste, utility connections, etc.) for the sampling.

**5.4.4.** A list of beverage and food products permitted by EASYFAIRS BELGIUM at the EVENT (own brands) is available on request. If the ORGANISER permits other beverage and food products during the EVENT without the prior consent of EASYFAIRS BELGIUM, the ORGANISER shall be charged compensation amounting to €1 per visitor per sampling activity and brand.

e) Applicable regulations:

**5.4.5.** The ORGANISER is expected to be aware of the regulations regarding catering materials and

Initials,

reusable beverage and food containers and to apply them during the EVENT.

#### **5.5. Merchandising**

**5.5.1.** If products related to the artist, band and/or the event ('merchandise') in general are sold during the EVENT, the ORGANISER shall owe EASYFAIRS BELGIUM a commission of 10% on the sales made (excluding VAT).

**5.5.2.** During merchandise sales, all sales shall be recorded on a cash register system provided for that purpose. Every day, before the merchandise stand closes, a detailed sales report shall be sent by email to EASYFAIRS BELGIUM.

#### **5.6. Energy costs**

**5.6.1.** The supply and distribution of electricity is exclusively provided by EASYFAIRS BELGIUM. The electrical installations carried out in the SPACES are subject to the CODEX on Welfare at Work and the 'General Regulations for Electrical Installations (AREI Book 1)'.

**5.6.2.** The rates for the consumption of electricity and gas for the EVENT shall be determined in the AGREEMENT. In the event that the energy costs increase by at least 10% between the date of signing the AGREEMENT and the holding of the EVENT, EASYFAIRS BELGIUM reserves the right to adjust the rates stated in the AGREEMENT according to the rate that shall be applicable at the time of the EVENT. EASYFAIRS BELGIUM shall inform the ORGANISER of this in advance.

#### **5.7. Logistics services**

**5.7.1.** The ORGANISER is aware that, in order to protect the SPACES from damage and to ensure that the logistics process runs as smoothly as possible, certain logistics services have been entrusted to an exclusive partner of EASYFAIRS BELGIUM. This applies to both the ORGANISER and the exhibitor for:

- the provision of forklift trucks and aerial work platforms, including operators to operate these forklift trucks and aerial work platforms for the construction/dismantling of stands and the loading and unloading of any other materials;
- provision of labour/transportation workers for handling empty packaging/filled packaging and available storage.

**5.7.2.** The ORGANISER or service providers who own (rather than rent) forklift trucks and aerial work platforms and do not wish to use the above logistics service may use their own forklift trucks and aerial work platforms for loading and unloading materials, provided they have the necessary permits and certificates and inform the ORGANISER in advance. The ORGANISER shall in turn inform EASYFAIRS

BELGIUM of this in order to ensure the smooth running of the EVENT set-up.

### **ARTICLE 6: PAYMENT METHODS AND TERMS**

#### **6.1. Payment of the COMPENSATION FOR THE SPACES and the COMPENSATION FOR THE SERVICES**

**6.1.1.** The signing of the AGREEMENT by the parties shall result in the ORGANISER becoming liable to pay EASYFAIRS BELGIUM the full amount of the COMPENSATION FOR THE SPACES, which in general and as far as possible (with regard to the remaining time) shall give rise to the following three consecutive invoices:

- invoicing of 10% of the COMPENSATION FOR THE SPACES within 15 days of the date of signing the AGREEMENT;
- invoicing of 40% of the COMPENSATION FOR THE SPACES no later than 90 days before the start of the first construction day, as specified in the AGREEMENT;
- invoicing of the balance or 50% of the COMPENSATION FOR THE SPACES no later than 60 days before the start of the first construction day, as specified in the AGREEMENT.

**6.1.2.** Invoicing of the COMPENSATION FOR THE SERVICES shall generally and, as far as possible (with regard to remaining time), take place no later than 60 days before the start of the first construction day, as specified in the AGREEMENT.

**6.1.3.** If the AGREEMENT is concluded less than 60 days before the EVENT, all fees and costs shall be charged in one go and must be paid immediately.

**6.1.4.** To the extent that the total amount of the COMPENSATION FOR SERVICES was determined on the basis of a commission or if additional services were requested, an adjustment or settlement invoice shall be drawn up after the end of the EVENT.

#### **6.2. Methods of payment**

**6.2.1.** Invoices issued by EASYFAIRS BELGIUM must be paid in full, net without discount, upon receipt, in cash at the registered office of EASYFAIRS BELGIUM.

**6.2.2.** Payments by the ORGANISER must be made in euros and by bank transfer to the bank account(s) specified on the invoices.

**6.2.3.** Any payment made to a representative or agent of EASYFAIRS BELGIUM shall not be considered valid unless expressly authorised in advance by EASYFAIRS BELGIUM.

**6.2.4.** The ORGANISER must notify EASYFAIRS BELGIUM in writing of its internal purchase order (PO) or any other reference within fourteen (14) calendar days of signing the AGREEMENT. Failure to

communicate this reference or late communication of this reference shall in no case give rise to suspension, postponement or adjustment of the payment terms as stated in these Terms and Conditions. Nor shall any subsequent adjustment of invoicing details give rise to any change in the agreed payment terms.

### **6.3. Objections to invoices**

**6.3.1.** Any objection to an invoice must be notified to EASYFAIRS BELGIUM in writing within eight working days of the invoice date, failing which the right to object shall lapse.

**6.3.2.** Such an objection shall in no way affect the obligation of the ORGANISER to pay the undisputed portion, as well as all other invoices due at the time of the objection, and shall not entitle it to suspend any payment or other obligation in respect of EASYFAIRS BELGIUM.

### **6.4. Non-payment or late payment**

**6.4.1.** The occupancy of the SPACES by the ORGANISER shall be subject to full payment of all amounts owed to EASYFAIRS BELGIUM. If, due to certain circumstances, EASYFAIRS BELGIUM provisionally waives the obligation of the ORGANISER to make full payment in advance, this shall not create any rights on the part of the ORGANISER and the obligation to pay shall remain in full force and effect.

**6.4.2.** Failure to pay any invoice from EASYFAIRS BELGIUM by the due date shall automatically and without prior notice of default result in the payment of default interest at the rate specified in the Law of 2 August 2002 on combating late payment in commercial transactions, from the invoice date until the date of payment in full.

**6.4.3.** Failure to pay on the due date shall, under the same conditions as those governing the chargeability of interest, result in the payment of an additional fixed compensation of 10% of the amount of the unpaid invoices, with a minimum of €100.

**6.4.4.** If the ORGANISER fails to make the payments and/or fulfil other obligations as provided for in the AGREEMENT, all (commercial) discounts or concessions that have been granted or are to be granted shall lapse, even retroactively. By way of example, the discount granted for a two-year AGREEMENT, even for the first year in which the EVENT took place, shall be payable in full if the ORGANISER decides not to organise the EVENT in the second year or if it fails to pay on time in the first or second year.

**6.4.5.** Failure to pay any invoice from EASYFAIRS BELGIUM by its due date shall also result in all other sums owed by the ORGANISER to EASYFAIRS BELGIUM becoming immediately due and payable, even if their due date has not yet passed.

**6.4.6.** EASYFAIRS BELGIUM is entitled to suspend the performance of any obligations that EASYFAIRS BELGIUM may have towards the ORGANISER if the latter fails to pay an invoice. This prerogative may be exercised by EASYFAIRS BELGIUM simply establishing the default in payment, but only after giving prior written notice to the ORGANISER that this is going to happen.

## **ARTICLE 7: POSTPONEMENT OF THE EVENT AT THE REQUEST OF THE ORGANISER**

**7.1.** The ORGANISER may, regardless of the reason, ask EASYFAIRS BELGIUM to postpone the EVENT until a later date.

**7.2.** Insofar as the EVENT can be postponed within 8 months of the originally scheduled date and there is availability in one of the EASYFAIRS BELGIUM buildings, the ORGANISER shall owe a fixed termination fee:

- 25% of the agreed COMPENSATION FOR THE SPACES, if the decision to move the EVENT is communicated by the ORGANISER to EASYFAIRS BELGIUM by registered letter more than 12 months before the first construction day of the EVENT;
- 50% of the agreed COMPENSATION FOR THE SPACES, if the decision to move the EVENT is communicated by the ORGANISER to EASYFAIRS BELGIUM by registered letter more than 6 months but less than 12 months before the first construction day of the EVENT.
- 100% of the agreed COMPENSATION FOR THE SPACES, plus the total amount of the COMPENSATION FOR THE SERVICES for which EASYFAIRS BELGIUM can demonstrate that it has already incurred out-of-pocket costs, if the decision to move the EVENT is communicated by the ORGANISER to EASYFAIRS BELGIUM by registered letter less than 6 months before the first construction day of the EVENT.

**7.3.** In the event of postponement, the ORGANISER shall not be entitled to the reimbursement of amounts already paid to EASYFAIRS BELGIUM and the amounts already paid shall be used for holding the EVENT on the newly determined date.

**7.4.** If there is no longer any availability in one of the EASYFAIRS BELGIUM buildings within 6 months of the originally scheduled date, the ORGANISER may either allow the AGREEMENT or the EVENT to proceed on the original date, or terminate the AGREEMENT in accordance with Article 9.2.2 below.

## **ARTICLE 8: FORCE MAJEURE**

**8.1.** Force majeure shall be understood to mean: any unforeseeable and unavoidable event, including, but not limited to: fire, natural disaster, political or social unrest, acts of terrorism or vandalism, epidemic or pandemic, unannounced strike, etc.

which is beyond the control of EASYFAIRS BELGIUM and which constitutes an insurmountable obstacle to the holding of the EVENT and the performance of the AGREEMENT, as a result of:

- Temporary or permanent, total or partial unavailability (e.g. in the event of destruction or collapse of the roof or serious water leakage in the roof) or unusability (e.g. in the event of scarcity or interruption of the energy supply, failure of the communication network) or inaccessibility (e.g. in the event of a strike, occupation, terrorist threat, bomb threat) of the BUILDING or SPACE.
- Measures to safeguard the health and safety of the persons concerned.
- Government decision, court order or prohibition, or decision by the owner or operator of the BUILDING.

8.2. In the event of force majeure, EASYFAIRS BELGIUM shall notify the ORGANISER in writing within five (5) working days of the occurrence of the force majeure event.

8.3. The occurrence of a force majeure event shall automatically suspend the performance of the AGREEMENT for a minimum period equal to the duration of the force majeure event.

8.4. If the suspension of the performance of the AGREEMENT due to force majeure lasts longer than three (3) months and the EVENT shall not be able to take place, each party may immediately terminate the AGREEMENT by registered letter, without any termination fee.

## ARTICLE 9: TERMINATION OF THE AGREEMENT

### 9.1. Termination by EASYFAIRS BELGIUM

9.1.1. EASYFAIRS BELGIUM may terminate the AGREEMENT at any time by registered letter, provided that it reimburses the ORGANISER for any advances and invoices already collected.

9.1.2. The ORGANISER shall be free to claim compensation for any damage it suffers if EASYFAIRS BELGIUM terminates the AGREEMENT without valid reason.

### 9.2. Termination by the ORGANISER

9.2.1. The ORGANISER undertakes to effectively set up the EVENT in accordance with the detailed description in the AGREEMENT and its annexes.

9.2.2. The ORGANISER may terminate the AGREEMENT at any time by registered letter and subject to payment of the following termination compensation to EASYFAIRS BELGIUM, without prejudice to EASYFAIRS BELGIUM's right to claim additional compensation for other damages suffered:

- 25% of the agreed COMPENSATION FOR THE SPACES, if the decision to cancel the EVENT is communicated by the ORGANISER to EASYFAIRS BELGIUM by registered letter more than 12 months before the first construction day of the EVENT;
- 50% of the agreed COMPENSATION FOR THE SPACES, if the decision to cancel the EVENT is communicated by the ORGANISER to EASYFAIRS BELGIUM by registered letter more than 6 months but less than 12 months before the first construction day of the EVENT.
- 100% of the agreed FEE FOR THE SPACES, plus the total amount of the FEE FOR THE SERVICES (with a minimum of 25% of the amount if these were not provided), if the decision to cancel the EVENT is communicated by the ORGANISER to EASYFAIRS BELGIUM by registered letter less than 6 months before the first construction day of the EVENT.

9.2.3. All outstanding invoices for SERVICES already provided shall be invoiced in accordance with these General Terms and Conditions.

9.2.4. Any discounts granted on the COMPENSATION FOR THE SPACES and on the COMPENSATION FOR THE SERVICES shall lapse in the event of termination of the AGREEMENT and shall consequently be invoiced to the ORGANISER. In the case of a multi-year AGREEMENT, discounts obtained in previous editions shall also be reclaimed.

## ARTICLE 10: DISSOLUTION OF THE AGREEMENT

### 10.1. Dissolution by both parties

10.1.1. In the following cases, both EASYFAIRS BELGIUM and the ORGANISER are entitled to dissolve the AGREEMENT to the detriment of the other party, after sending a registered letter:

- In the event of non-compliance by the other party with any of its contractual obligations within thirty (30) days of a notice of default by registered letter with acknowledgement of receipt, which has not been followed up;
- With a notice period of 15 days from the day after the registered letter was sent in the event of bankruptcy, reorganisation or liquidation.

### 10.2. Dissolution by EASYFAIRS BELGIUM

10.2.1. EASYFAIRS BELGIUM may also, after sending a formal notice by registered letter to the ORGANISER and if the ORGANISER fails to comply within the reasonable period of time for remedial action specified in the notice, as the case may be, immediately dissolve the AGREEMENT without any termination compensation in favour of the ORGANISER in the following cases:

- When the ORGANISER actually organises an event other than that specified in the AGREEMENT;
- If it is determined that the EVENT disrupts public order or provokes strong reactions from public opinion;
- In the event of a breach of the publicity obligation provided for in Article 4.6 of these General Terms and Conditions;
- When the ORGANISER or a person authorised by the ORGANISER commits a serious breach of the provisions of the AGREEMENT, these General Terms and Conditions or the internal regulations.

**10.2.2.** In the above cases, EASYFAIRS BELGIUM shall be entitled to demand the immediate cancellation of the EVENT to be organised or, insofar as the EVENT has already started, to demand its immediate termination and the immediate evacuation of the SPACES, all at the risk and expense of the ORGANISER.

**10.2.3.** In the above cases, the ORGANISER shall be liable to pay 100% of the agreed COMPENSATION FOR THE SPACES, plus the total amount of the COMPENSATION FOR THE SERVICES, by way of damages, without prejudice to EASYFAIRS BELGIUM's right to claim additional compensation for other damages suffered.

## ARTICLE 11: LIABILITY

### 11.1. General

The exemptions, limitations and deviations from liability set out below do not apply to damage resulting from:

- physical injury
- intent or gross negligence.

### 11.2. Liability of EASYFAIRS BELGIUM

#### 11.2.1. Waiver of liability

The ORGANISER, acting both in its own name and on behalf of VISITORS, persons admitted by it, third-party owners of goods brought along and SERVICE PROVIDERS/SUPPLIERS hired/ordered by it and parties involved in the EVENT, as well as for the insurers, partners, bodies, appointees and implementing agents of all the aforementioned, waives any recourse and renounces any liability claim in relation to the EVENT against EASYFAIRS BELGIUM and its parent, sister and subsidiary companies, their branches and offices, partners, bodies, representatives and agents, appointees, executing agents and employees, suppliers and SERVICE PROVIDERS/SUPPLIERS, the owners, operators, or users of the Building, all those who provide services on behalf of EASYFAIRS BELGIUM or are active in any way, whether or not for remuneration, whether or not under authority, both on a self-employed basis and in the form of a company, its concessionaires, as well as against the other participants.

The ORGANISER undertakes to have this waiver of recourse and liability accepted by the VISITORS, PERSONS ADMITTED by it, third-party owners of goods brought along, SERVICE PROVIDERS/SUPPLIERS hired/ordered by it and PARTIES INVOLVED IN THE EVENT.

The ORGANISER undertakes, on its own behalf and on behalf of the persons involved in the EVENT, to notify their insurers of any damage, liability and statutory occupational accidents.

#### 11.2.2. Exclusion of liability

EASYFAIRS BELGIUM is not liable for, among other things, but not limited to:

- Events caused by third parties that disrupt the ORGANISER's enjoyment of the SPACES.
- Cancellation of the EVENT in the event of a disturbance of public order.
- Removal of prohibited structures from the SPACES.
- Infringement of regulatory requirements regarding the broadcasting of music and promotional messages and/or failure to obtain the necessary permits.
- Ban on access to persons without an EVENT-related purpose.
- Ban on similar EVENTS during the restricted period
- Errors in the texts and/or translations.
- Interruption, suspension or discontinuation of the provision of online services and products.
- Removal by EASYFAIRS of any irregular or harmful items from the EVENT.
- Exclusion and eviction from the EVENT for valid reasons.

#### 11.2.3. Limitation of liability

The liability of EASYFAIRS BELGIUM is in any case limited to the lower of the following two amounts:

- The amount of liability insurance cover enjoyed by EASYFAIRS BELGIUM.
- The value of the services/goods delivered/charged by EASYFAIRS.

EASYFAIRS BELGIUM is not liable for any non-material damage, whether pure non-material damage or consequential non-material damage.

#### 11.2.4. Indemnification

The ORGANISER shall indemnify EASYFAIRS BELGIUM, the owner and operator of the BUILDING, and their parent, sister and subsidiary companies, their branches and offices, partners, bodies, representatives and agents, appointees, implementing agents and employees, suppliers and SERVICE PROVIDERS/SUPPLIERS, all those who perform services on behalf of EASYFAIRS BELGIUM or are active in any way, whether or not for remuneration, whether or not under authority, and whether on a self-employed basis or in the form of a company and its concessionaires, from all claims in connection with the EVENT by third parties in principal, interest and costs, on the basis of, but not limited to:

- Improper use of the SPACES made available.
- Failure to comply with safety measures, guidelines and government regulations.
- Use of hazardous substances or products.
- Violation of the restricted period for organising similar EVENTS.
- Removal of prohibited structures from the SPACES.
- Obstruction of (emergency) exits, fire-fighting equipment and heating and ventilation ducts.
- Ban on access to persons without an EVENT-related purpose.
- Infringement of the regulatory requirements regarding the broadcasting of music and promotional messages.
- Removal of unauthorised wireless local area networks.
- Unavailability of the SPACES due to late vacating by the ORGANISER.
- Provision of forklift trucks and aerial work platforms.
- Unlawful use of personal data.
- Infringement of intellectual property rights.

#### 11.3. Liability of the ORGANISER

The ORGANISER is jointly and severally liable to EASYFAIRS BELGIUM for compliance with all obligations by the VISITORS, SERVICE PROVIDERS/SUPPLIERS hired/ordered by it, and PERSONS ADMITTED to the EVENT by it.

The ORGANISER is liable to EASYFAIRS BELGIUM, regardless of the cause, including unknown causes or force majeure, for and obliged to compensate any damage in connection with the EVENT, such as but not limited to:

- Damage to the BUILDING, to the SPACES made available and/or to equipment and installations,
- Damage to all other goods belonging to EASYFAIRS BELGIUM.
- Use of hazardous substances or products.
- All direct and indirect damage, loss (including loss of profit) and costs (including lawyers' and bailiffs' fees, etc.) resulting from an incident caused wholly or partly, directly or indirectly, by the EVENT.
- Loss of intellectual property rights, the cost of legal claims or defences relating to non-compliance with or (alleged) infringement of the intellectual property rights of third parties.
- Infringement of the regulatory requirements regarding the broadcasting of music and promotional messages.
- All direct and indirect damage (including loss of profit, lawyers' and bailiffs' fees, damage to reputation, etc.) resulting from eviction.
- As a result of the erection of temporary structures in the SPACES of the BUILDING

- Cancellation of the EVENT due to a disruption of public order.
- Loss of use due to late dismantling, clearance and release of the SPACE made available.

## ARTICLE 12: INSURANCE

### 12.1. Inclusion in the EASYFAIRS BELGIUM cover

#### 12.1.1 Liability insurance of the ORGANISER

The ORGANISER is included as a co-insured party in the policy of EASYFAIRS BELGIUM, which insures liability towards third parties up to a maximum of €25,000,000, within the other limits, exclusions and restrictions in the conditions of cover.

The insurer for EASYFAIRS BELGIUM is NV AXA Belgium, Troonplein 1, B-1000 Brussels. The policy's coverage conditions can be consulted on the AXA website:

reference: 4185468, Insurance Product Information Document (IPID) file and general terms and conditions:

<https://www.axa.be/nl/juridische-info/corporate-non-life/prive-sector/aansprakelijkheid>

Special conditions:

[https://www.easyfairs.com/wp-content/uploads/2025/07/GTC\\_EXH\\_BE\\_Contractsafroem082025\\_Burgerlijke-Aansprakelijkheid\\_BIJZVW\\_nl.pdf](https://www.easyfairs.com/wp-content/uploads/2025/07/GTC_EXH_BE_Contractsafroem082025_Burgerlijke-Aansprakelijkheid_BIJZVW_nl.pdf)

#### 12.1.2 Option right of the ORGANISER

The ORGANISER may refuse to be included as a co-insured party in the EASYFAIRS BELGIUM cover and the associated contribution to the premium cost by providing EASYFAIRS BELGIUM, no later than at the start of the risk and no later than two months before the construction of the EVENT (whichever is earlier), with a certificate of its own insurance cover(s) for the EVENT, which is (are) at least equivalent. The ORGANISER agrees that in the event of late or incomplete submission, it shall automatically be included in the Easyfairs insurance cover and shall be liable for the corresponding premium stated in the price list, Annex 1.

## ARTICLE 13: LEGISLATION CONCERNING WORKING WITH THIRD PARTIES AND TEMPORARY MOBILE CONSTRUCTION SITES

### 13.1. Working with third parties

13.1.1 In light of Chapter 4, 'Special provisions concerning work carried out by external companies or temporary workers,' of the Law of 4 August 1996 (Welfare Law), the ORGANISER undertakes to comply with its obligations regarding the welfare of employees in the performance of their work specific to the organisation of the EVENT, and to ensure that its SERVICE PROVIDERS/SUPPLIERS comply with these obligations.

**13.1.2.** The ORGANISER is required to provide the following information to its employees, SERVICE PROVIDERS/SUPPLIERS:

- The risks to the welfare of employees, as well as the protective and preventive measures and activities relating to the location in general where the EVENT shall be held;
- The risks to the welfare of employees, as well as the protective and preventive measures and activities relating to each type of workstation and/or each type of job or activity, insofar as this information is relevant to cooperation or coordination;
- The measures taken for first aid, firefighting and the evacuation of employees, and the designated employees responsible for implementing these measures.

**13.1.3.** The ORGANISER shall provide EASYFAIRS BELGIUM with the necessary information on the risks inherent to the work it performs during the EVENT and shall cooperate in the coordination and cooperation between the various intervening parties in the implementation of the measures concerning the welfare of employees in the performance of their work.

**13.1.4.** EASYFAIRS BELGIUM undertakes to ensure that the ORGANISER's employees and its (sub)contractor(s) have received the appropriate training and instructions inherent to its business activities. EASYFAIRS BELGIUM is entitled to carry out checks on the work performed by the ORGANISER in the context of the EVENT.

**13.1.5.** The ORGANISER and, where applicable, the (sub)contractor(s) shall have the same obligations as EASYFAIRS BELGIUM with regard to their (sub)contractor(s), in particular:

- To exclude any (sub)contractor whom they know or determine to be in breach of the obligations imposed by the Welfare Law and its implementing decrees with a view to the protection of employees;
- To include the provisions referred to in points (a) and (b) of Article 9bis 2, 2° of the Welfare Law in an agreement with such (sub)contractor(s). This implies, in particular, that if the (sub)contractor(s) fail to comply, or comply inadequately, with their obligations regarding the welfare of employees in the performance of their work specific to the establishment where they carry out work, it may take the necessary measures itself, in the cases specified in the agreement, at the expense of the (sub)contractor(s).

**13.1.6.** In the event of non-compliance with the safety agreements, EASYFAIRS BELGIUM may itself take the necessary measures in the event of a risk of fire, a serious accident at work, an explosion, a collapse or electrocution, at the expense of the ORGANISER. The ORGANISER shall not be able to

contest the appropriateness of the measures taken in implementation of this paragraph.

**13.1.7.** For other cases not specifically mentioned in the previous paragraph, EASYFAIRS BELGIUM may, after giving notice of default to the ORGANISER, immediately take the necessary measures relating to the welfare of employees in the performance of their work specific to the establishment if the ORGANISER fails to take these measures or fails to comply with its obligations. This shall be done at the expense of the ORGANISER.

**13.2. Temporary or Mobile Construction Sites (TMCS)**

**13.2.1.** The ORGANISER acknowledges that the construction and dismantling of the EVENT is subject to the provisions of the Royal Decree of 25 January 2001 on Temporary or Mobile Construction Sites (TMCS).

**13.2.2.** The ORGANISER undertakes to comply correctly with all obligations arising from these regulations and to ensure that its SERVICE PROVIDERS/SUPPLIERS or other subcontractors working under its responsibility or on its behalf do the same.

**13.2.3.** The ORGANISER must ensure that all persons working on the temporary construction site:

- have the legally required basic safety training or equivalent certificate;
- wear the necessary personal protective equipment (PPE) as determined by the risk assessments;
- are properly informed about the risks, coordination instructions and safety measures.

**13.2.4.** EASYFAIRS BELGIUM shall provide clear signage at the EVENT indicating that the location is a construction site during set-up and dismantling. The ORGANISER undertakes to comply with these signs and to communicate their content to all contractors involved.

**13.2.5.** EASYFAIRS BELGIUM reserves the right to refuse or restrict access to the site for persons who do not comply with the TMCS obligations or who pose a risk to safety on the site.

**ARTICLE 14: PROVISIONS RELATED TO GENERAL SAFETY**

**14.1. Exits**

**14.1.1.** General instructions given by the fire service in relation to safety shall be followed by the ORGANISER at all times.

**14.1.2.** All exits shall be indicated by means of pictograms. Emergency exit doors must be kept completely clear. This means that no attachments are permitted on the doors. No other form of obstruction is permitted in front of or behind these doors. The total width of the exits in each hall, in

passage units (PU), is equal to the number of people who would use them to reach the exit.

#### **14.2. Fire safety**

**14.2.1.** Fire hydrants and extinguishers, as well as alarm buttons, must be kept completely clear and visible at all times. They must be accessible at all times without difficulty and without moving any objects.

**14.2.2.** Indications regarding the location of fire hydrants, fire extinguishers and alarm buttons shall be placed at eye level in open spaces. They shall be visible from a considerable distance thanks to normal lighting and emergency lighting.

**14.2.3.** Permanent monitoring must be carried out to prevent or detect fires in good time, or to fight them while waiting for the fire service to arrive.

**14.2.4.** The fire service must be called immediately at the first sign of fire, even if it is extinguished using in-house resources.

**14.2.5.** The staff present (cashiers, inspectors, secretarial staff, hostesses, etc.) must be informed by the ORGANISER of the dangers posed by fire. They must be provided with the plans drawn up by EASYFAIRS BELGIUM, which indicate the emergency exits and the location of fire hydrants and fire extinguishers. The staff responsible for supervision must be trained to use the equipment properly and to evacuate the halls efficiently.

#### **14.3. Waste and packaging**

**14.3.1.** Waste, paper, cardboard and other combustible materials intended for disposal must be regularly removed from the stands and their surroundings. Crates, barrels and packaging must not be left in or behind the stands. Packaging that no longer contains any contents must be removed immediately.

**14.3.2.** If the ORGANISER fails to comply with the rules, EASYFAIRS BELGIUM shall be entitled to remove waste and packaging. This shall be done at the expense and risk of the ORGANISER. The storage of crates, containers and packaging in the SPACES is strictly prohibited. They must be removed immediately.

**14.3.3.** If removal does not take place immediately, EASYFAIRS BELGIUM reserves the right to have these items removed at the ORGANISER's expense.

#### **14.4. Products used**

Explosive and highly flammable items may NOT be displayed.

#### **14.5. Internal combustion engines**

**14.5.1.** When displaying internal combustion engines, the ORGANISER must inform the technical

department of EASYFAIRS BELGIUM in order to arrange for the removal of the exhaust gases.

**14.5.2.** The application must include the following information:

- All technical data relating to the engine;
- The location and the proposed modification;
- The nature of the materials;
- The power of the devices connected to the engine.

**14.5.3.** EASYFAIRS BELGIUM, in cooperation with the competent fire service and if responsible and possible, shall grant permission to start the engines. Necessary precautions and/or permits or licences may be imposed.

#### **14.6. Gas-powered appliances**

The use of liquefied petroleum gases (propane/butane), as well as any other type of gas, is not permitted within the buildings of EASYFAIRS BELGIUM.

#### **14.7. Industrial burners**

Fireboxes and boilers must be mounted on a non-combustible base and be at least 2 metres away from any combustible material. The burner must be constructed in such a way that no fuel can accumulate if a defect or malfunction occurs in the firebox. The fuel tank shall be installed outside the buildings. All connections between the burner and the storage tank shall be in excellent condition. Exhaust pipes shall be securely fastened and insulated from any combustible material.

#### **14.8. Electrical appliances**

Electrical appliances must be earthed. They must have a CE certificate. All electrical appliances in operation shall be turned off daily at the end of the EVENT.

#### **14.9. Use of gases (subject to separate authorisation)**

##### **14.9.1. Oxy-acetylene burners**

Demonstrations using oxy-acetylene burners must comply with the following conditions:

- The oxygen gas cylinders must be placed in a stable position in a well-ventilated area;
- The pipe connecting the oxygen gas cylinders to the burners must not exceed 10 metres in length;
- There must be no combustible material within 2 metres of the burner.

##### **14.9.2. Balloons**

Inflatable balloons containing flammable or toxic gas may not be displayed or distributed.

#### 14.9.3. Liquefied petroleum gases (butane, propane)

These guidelines are inextricably linked to the permission obtained for the use of liquefied petroleum gases and are only valid for the period of the EVENT for which the exemption was requested. As guidelines, we refer to NBN 51-006 and to the local police regulations, approved by the local fire service.

The application for which this exemption was requested must be located on an external wall of one of the halls/rooms in the front building

If the application involves the use of open fire, naked flame or heat source, a fire permit must be applied for and obtained.

- Fixed pipes should preferably be used (copper with silver solder: melting point above 450 °C). These pipes shall not be longer than strictly necessary and shall be 'fixed' between the gas cylinder and the consumer.
- Hoses and fittings shall be suitable for the type of gas, of impeccable quality and bear a quality mark and year of manufacture (no more than 5 years old).
- Every appliance must have a CE mark and be suitable for the Belgian market, and the necessary provisions must be in place to ensure an adequate supply of combustion air.
- The installation must be carried out by a qualified person and in accordance with the rules of good workmanship.
- Full gas cylinders must have a seal on the outlet of the valve. Each gas cylinder must be labelled with the name of the distributor, the name of the gas and the quantity of gas.
- The last inspection date of the cylinder must also be stated on each gas cylinder (not older than 10 years).
- Gas cylinders must be stored outside and must be placed in a stable position. They must be placed in a gas cylinder cabinet that is adequately ventilated and not exposed to direct sunlight or any other source of heat. The 'GAS' pictogram must be affixed to the gas cylinder cabinet.
- A maximum of 130 kg of gas may be present per appliance. Full and empty containers must be stored separately from each other.
- When gas cylinders are arranged in a row, each cylinder must have its own shut-off valve so that cylinders can be replaced safely.
- Each appliance must have an easily accessible shut-off valve.
- The appliance must be placed on a stable, non-combustible surface (e.g. metal plate), away from combustible elements.
- Appliances must be connected using a standard metal Rht hose or an elastomer hose no more than 2 metres in length and no more than 5 years old. Longer metal Rht hoses are permitted provided that a certificate of conformity issued by the manufacturer is presented.

- An approved foam extinguisher (1 extinguishing unit) must be placed in the vicinity of the burner/consumer (in a clearly visible and accessible place), with its position indicated by a compliant pictogram.
- For applications involving combustion appliances such as stoves, boilers and open fires, the combustion gases must be discharged outside the hall via a suitable flue, which must also be constructed in accordance with best practice. This flue must always be separate from any other flue used to discharge flue gases from other types of combustion.
- If the flue gas ducts of the same type of combustion are not individually vented to the outside, but are collected by means of a collector and thus vented to the outside as a single flue gas duct, a declaration of conformity must be issued. This certificate must state that the connection complies with the manufacturer's CE guidelines and that the appliances shall continue to function correctly at all times.
- The flue gas outlet must be equipped with a compliant monitoring system that interrupts the gas supply in the event of a defect in the flue gas outlet.
- At the end of each event day, the gas supply must be shut off or set to zero.
- Under no circumstances may gas cylinders be laid flat (risk of leakage).
- An inspection shall be carried out automatically by an external service for technical inspections (ESTI) and shall only be valid for the authorised EVENT period. The cost of this inspection shall be invoiced to the ORGANISER concerned. This with a minimum of 1 hour, prices on request.
- The inspection certificate shall refer to compliance with the NBN51-006 standard. A positive report, referring only to a leak test, is not sufficient.
- A fire blanket is required for typical kitchen applications (placed in a clearly visible and accessible location).
- The secretariat of the EVENT must be notified at the slightest sign of a problem (smell of gas, leak, malfunction, etc.).

Specifically for CO<sub>2</sub> or other gases (helium, balloon gas, etc.):

- The gas cylinder must be equipped with mechanical protection at the tap (the valve and/or pressure regulator).
- If the height of the gas cylinder is more than twice its base, the stability of the cylinder must be ensured by securing it to a wall of the structure using a system designed for this purpose.

Note:

Deep-fat fryers and/or large-volume deep-fat frying installations may not be set up in the halls. They must always be operated outdoors in the open air. In addition, they must be placed at least 4 metres

away from glazed facades and/or combustible walls.

These fryers must be equipped with a fire blanket, fire extinguisher and individual lids for each deep fryer. The most recent and valid inspection certificate must be available on site.

#### **14.10. Kitchens**

A kitchen installation must operate exclusively on electrical energy.

An approved portable fire extinguisher containing 5 kg of CO<sub>2</sub> and a fire blanket must be available nearby. Each deep fryer must be equipped with a suitable lid of the domestic type with a maximum capacity of 3 litres of water.

#### **14.11. Establishment with music activities**

**14.11.1.** Events during which music is to be played and/or musical activities are to be organised shall comply with the applicable legislation relating to electronically amplified music contained in Chapter 4.5 (noise standards in the environment in the open air and indoors at a shared wall), Section 5.32.2 and Article 5.32.3.10 of Title II of the Flemish Government Decree of 1 June 1995 containing general and sectoral provisions on environmental hygiene (VLAREM - 2nd class establishments). The ORGANISER shall request the applicable specifications in the BUILDINGS from EASYFAIRS BELGIUM for each EVENT.

**14.11.2.** The ORGANISER shall provide EASYFAIRS with the results of all noise measurements within five (5) working days of the end of the EVENT, regardless of whether these measurements were carried out on the basis of a legal obligation or on its own initiative.

**14.11.3.** Screens and/or curtains must be fireproof. If there is only one aisle, there must be no more than 10 seats per row. There may be 20 seats per row if there are two aisles.

**14.11.4.** Each person must have 50 centimetres of seating space. There must be at least 0.45 metres between two rows of seats. Light seats must be attached to each other. If the rows of seats are each raised by at least 15 centimetres, the minimum width between the rows is 0.40 metres. Two exits of at least 0.80 m must be provided.

**14.11.5.** The combined width of the exits must be equal in passage units (PU) to the maximum number of spectators admitted. The exits shall be indicated by means of pictograms.

**14.11.6.** In all other respects, all provisions laid down by law concerning the safety of theatres and public establishments, as well as all other legal provisions concerning safety, shall apply.

#### **14.12. Food trucks**

If food trucks are admitted to the EVENT by EASYFAIRS BELGIUM, the ORGANISER shall provide a valid inspection certificate of electrical installation (in accordance with AREI, in particular Subsection 6.4.7.2. Moveable, mobile or temporary installations) before the start of the EVENT. If this cannot be provided, EASYFAIRS BELGIUM shall refuse to allow the food truck to operate. The use of gas in the buildings is NOT permitted.

#### **14.13. Precedence of legal provisions**

If these legal provisions stipulate stricter conditions than those set out in these GENERAL TERMS AND CONDITIONS, these legal conditions shall apply.

### **ARTICLE 15: USE OF THE NAME**

**15.1.** The ORGANISER may use the names 'Antwerp Expo', 'Avenue', 'Flanders Expo', 'Unit 7', 'Nekkerhal - Brussels North' or 'Namur Expo' and their respective logos solely and exclusively to indicate the location where it organises the EVENT.

**15.2.** The ORGANISER is strictly prohibited from using the names 'Antwerp Expo', 'Nekkerhal - Brussels North', 'Flanders Expo' and 'Namur Expo' and their respective logos in such a way that could give the public the impression that the EVENT organised by the ORGANISER has any connection with 'Antwerp Expo', 'Flanders Expo', 'Nekkerhal - Brussels North' or 'Namur Expo' or EASYFAIRS BELGIUM.

**15.3.** The ORGANISER shall, on any document emanating from him in connection with the EVENT, indicate very clearly the correct identity of the ORGANISER of the EVENT, so that no confusion in this regard can arise among third parties.

### **ARTICLE 16: MISCELLANEOUS**

#### **16.1. Autonomy**

If any provision in the AGREEMENT, including the General Terms and Conditions and the other annexes, is unenforceable or conflicts with a provision of mandatory law, this unenforceability or invalidity shall not affect the validity and enforceability of the other provisions in the AGREEMENT, the General Terms and Conditions and the other annexes, nor of that part of the provision concerned that does not conflict with mandatory law. An invalid or void clause shall be replaced by a clause that most closely reflects the common intention of the parties.

#### **16.2. Previous contracts and declarations**

**16.2.1.** The AGREEMENT and its annexes supersede all previous letters, declarations, guarantees or contracts relating to the subject matter of this AGREEMENT.

**16.2.2.** The AGREEMENT may only be amended by means of a written AGREEMENT or addendum signed by all parties.

**16.3. Absence of future rights**

**16.3.1.** The organisation of any type of EVENT in the BUILDING shall not entitle the ORGANISER at any time to organise a similar or different EVENT at a later date.

**16.3.2.** EASYFAIRS BELGIUM expressly reserves the right to refuse permission for any request to organise an EVENT, whoever the ORGANISER may be, irrespective of whether or not it has previously held an EVENT in the BUILDING.

**16.4. Transfer of rights**

**16.4.1.** It has been expressly agreed between the parties that the rights or obligations of the ORGANISER arising from the AGREEMENT may not be transferred by the ORGANISER to a third party, either in whole or in part, without the prior written consent of EASYFAIRS BELGIUM.

**16.4.2.** If EASYFAIRS BELGIUM agrees to such a total or partial transfer of rights and/or obligations of the ORGANISER, unless otherwise agreed, the ORGANISER shall remain jointly and severally liable to EASYFAIRS BELGIUM, together with the party in whose favour the transfer has taken place, for the proper performance of all obligations arising from the AGREEMENT.

**16.5. Joint and several liability**

If the AGREEMENT is entered into by several (legal) persons, they shall be jointly and severally liable to EASYFAIRS BELGIUM for all obligations entered into under the AGREEMENT.

**ARTICLE 17: APPLICABLE LAW AND DISPUTE RESOLUTION**

**17.1.** The AGREEMENT and the General Terms and Conditions, which form an integral part thereof, shall be governed exclusively by and interpreted in accordance with Belgian law.

**17.2.** The competent courts to rule in the event of a dispute are as follows:

- if the EVENT takes place in the Flemish-speaking part of the country: the competent courts in Ghent, Ghent division;
- if the EVENT takes place in the French-speaking part of the country or in Brussels: the competent French-speaking courts in Brussels.

The signature of a Party via a scan or digitisation of the original signature (e.g. a scan in PDF format) or an electronic signature (e.g. via DocuSign) shall be

deemed to be an original signature with the same validity, enforceability and admissibility.

Each party shall receive a fully signed original of the AGREEMENT and its annexes. The transfer of this copy by email or via an electronic signature system shall have the same legal force and effect as a

transfer of the original copy of the AGREEMENT.

For the ORGANISER

Signature and name of signatory.

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For EASYFAIRS BELGIUM NV

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COREBIZ BV

director

Alain D'Haese, permanent representative