

## **TERMS AND CONDITIONS PARTICIPATION IN MODEL RAILWAY EVENT**

May 5, 2021

### **Article 1 Definitions**

In these terms and conditions the terms used are defined as follows unless agreed otherwise in writing.

1. In these terms and conditions, participant is understood to be the person who, according to (co-)signing of the participation agreement, has rented standspace and / or accepted the facilities and / or services offered, as well as his / her service provision. bond or mandate authorized representatives. The (co-)signing referred to in this paragraph, even if it has been done at the company by an unauthorized person, EUROSPOOR will consider this as being co-signed by an authorized person and will therefore oblige the participant to accept all consequences resulting from this agreement.  
The applicability of any general terms and conditions used by the exhibitor is hereby expressly excluded.
2. In this agreement, EUROSPOOR is understood to mean the international model railway event organized by EUROSPOOR v.o.f., located in Purmerend.
3. Insofar as not determined otherwise elsewhere in these regulations or by special written arrangement, rented space means stand (space), or (stand) surface.: The specific floor area expressed in square metres made available to the participant, the location, size and type of which is specified by EUROSPOOR. This space can also be (space on) a market stall.

### **Article 2 The participation agreement**

1. The participation agreement implies that EUROSPOOR, against payment of the participation fee, for the period of the exhibition concerned, assigns a specific stand space to the participant.
2. These Terms and Conditions form an integral part of the participation agreement.
3. In case the participation agreement relates to several stand spaces, the provisions contained herein shall apply to each individual stand space.
4. Any requirements, changes and additions made by the participant on the binding registration form, or the quotation, and any other arrangements deviating from or additional to these Terms and Conditions do not form part of the participation agreement, unless confirmed by EUROSPOOR in writing.
5. The participant is fully responsible and liable for compliance with all obligations resulting from the conclusion of the participation agreement.

6. The exhibitor declares that he will accept all of the consequences that ensue from the signing of the binding registration form, or of the quotation, even if the form has been signed by a person not officially authorised to sign the form.
7. The exhibitor cannot rely on verbal acceptance of his registration.
8. The exhibitor may not transfer his registration to a third party.
9. Without prejudice to the provisions contained in article 20.1, these Terms and Conditions govern the legal relationship between EUROSPOOR and the exhibitor only. Unless determined otherwise, third parties, including co-exhibitors, cannot derive any rights from these Terms and Conditions.

**Article 3: Participants cards**

1. The participant will receive, in proportion to the size of the space he has rented, but not more than a maximum number to be determined by EUROSPOOR, free participant cards in the name of himself and his own staff. These cards serve as continuous proof of access to the exhibition complex during the building, exhibition and dismantling period and are strictly personal.
2. The participant can be held liable for all consequences of the presence on / in the exhibition complex of those who are in possession of a participant card in the name of the participant.
3. During the periods in which the building, maintenance or breaking of the stands takes place, persons who are entrusted by the participant with activities in the space rented by him, have access to the exhibition complex on presentation of their participant card. These cards are personal and only give access during times set by EUROSPOOR for the performance of work.
4. EUROSPOOR is at all times entitled to withdraw participant cards without giving any further reasons and to refuse the person(s) involved access to the exhibition complex.

**Article 4 Dates, times, changes or cancellation due to force majeure situations**

1. EUROSPOOR will determine the dates on which, and the venue in which the exhibition will be held, as well as build-up and breakdown times and the exhibition's commencement and closing dates and times.
2. EUROSPOOR reserves the right at all times to change the established dates, times and / or exhibition accommodation due to circumstances of force majeure, or to cancel an already established exhibition. Under no circumstances will the exhibitor be entitled to compensation for any costs incurred or loss or damage sustained due to a decision as referred to in this article.

Force majeure situations include:

Fire, storm, flood, national mourning, blockage / strike of (public) transport, war, danger of war and riots, terrorist attacks, warfare, government measures, natural disasters, evacuation

measures, outbreak infectious diseases (pandemic), sabotage and in general all unforeseen obstructive circumstances at home and abroad and other extraordinary circumstances as a result of which compliance with the agreement can no longer reasonably be expected.

3. In the event that EUROSPOOR cannot (further) proceed due to one or more force majeure situations, the participation agreement will be canceled and the participation sum will be returned minus costs already incurred by the organization for its (planned) participation.

#### **Article 5**      **Registration**

1. Registration must take place by sending the completed and signed participant agreement. By sending the signed agreement, the participant acknowledges the provisions published in these general conditions for participants.
2. EUROSPOOR reserves the right to reject a registration, if necessary without stating reasons.
3. Refusal of the registration will never give rise to compensation for any costs incurred or loss or damage sustained due to this decision.

#### **Article 6**      **Providing information**

1. The participant is obliged to provide any information that is requested of him in the field of and in connection with his participation. The participants must in any case state the information requested on the participant agreement as completely as possible.
2. UROSPOOR reserves the right to require the participant to demonstrate to his satisfaction that the representation has been assigned to him.

#### **Article 7**      **Hall plan**

1. The participant is entitled to the area reserved by him in a place to be allocated by EUROSPOOR.
2. EUROSPOOR can bring the participants together in groups as much as possible, according to the nature of the articles to be exhibited by them and regardless of the nationality of the participants, but as much as possible in accordance with their interests.
3. The participant is not allowed to exchange stand space with another participant
4. EUROSPOOR reserves the right at any time before the start of the period for which the participation agreement has been concluded, due to special circumstances at its discretion, to change the place allocated to a participant, without the participant being entitled to claim compensation for damage, in whatever form or from whatever cause it may have been suffered.

## **Article 8**      **Payment**

1. At the same time as the registration, the participant must pay a down payment as stated on the registration form. After registration, the participant will receive the invoice stating the due date for the remaining amount.
2. Unless otherwise agreed, the participant must ensure that the price and other amounts due under the agreement are received or credited by EUROSPOOR on or before the due dates stated in the invoice, without being subject to any discount or set-off.
3. If the registration takes place within 6 weeks before the build-up of EUROSPOOR, the bill must be paid immediately upon receipt.
4. The payment must be free of (transfer) costs. If, nevertheless, costs are deducted from the amount to be received by EUROSPOOR, these costs will be charged to the participant separately.
5. In case of late payment, the participant is in default without notice of default being required by EUROSPOOR.
6. In the event of late payment of any sum payable to EUROSPOOR interest will be charged at the statutory rate from the date on which the sum in question was originally due and payable. Any collection costs are to be borne by the exhibitor with extrajudicial collection costs being set at 15 % of the principal sum.
7. If the exhibitor fails to pay the participation fee or any other monies payable to EUROSPOOR (in full) prior to the commencement of the set-up period, despite a written or verbal notice or notice of default, EUROSPOOR has the right to deny the exhibitor access to the (set-up of the) exhibition and/or to regard the participation agreement as terminated with immediate effect. In such a case the exhibitor will still be required to pay the participation fee and all other monies payable to EUROSPOOR in full without being entitled to compensation of any costs incurred and/or loss and damage sustained due to his being denied access to the exhibition and/or termination of the participation agreement.

## **Article 9**      **Subletting**

1. The participant is prohibited, without written permission from EUROSPOOR, to sublet the area rented by him in whole or in part to third parties, or to give it in whole or in part to third parties for use, or to exchange this space with that of other participants, or to use it for a purpose other than that specified in the participation agreement.
2. If it turns out that space provided to a participant free of charge, for the benefit of a non-commercial participation, is sublet or forgiven to third parties, it will immediately be classified by EUROSPOOR as a commercial participant and consequently must comply with the obligations of a commercial entrepreneur on the basis of the participation agreement. If the amount cannot be paid immediately, the organization is authorized to take the goods into custody without

judicial intervention until the full amount has been paid. The costs associated with this and the risks are for the account of the participant.

#### **Article 10 Cancellation and termination**

1. A registration cannot be withdrawn or changed unilaterally by the participant. The organizers can grant a request for cancellation of the registration on condition that the participant concerned pays a cancellation fee.
2. Cancellation must be made in writing, by registered mail. If, for whatever reason, a participant cancels the definitively concluded participant agreement, EUROSPOOR has the right, without further notice of default, to charge him a fee in accordance with the percentages of the principal sum below:

|  |      |
|--|------|
| - If canceled up to and including July 20  | 0%   |
| - If canceled from July 21 to September 30 | 50%  |
| - If canceled from October 1               | 100% |

In case of cancellation or no-show, EUROSPOOR is free to use the unoccupied space without the participant being entitled to claim compensation.

#### **AT THE EVENT**

#### **Article 11 Items to be exhibited / services offered / sales / film and photo**

1. During the event, the participant may not exhibit any articles and / or offer and / or sell services or items other than those stated on the participant agreement, without written permission from EUROSPOOR.

EUROSPOOR is entitled to have those articles and / or services which, in its sole opinion, constitute a violation of the provisions referred to in this article, without being obliged to pay any compensation, from the allocated space.

2. If one wants to sell, this must be made known to EUROSPOOR on the participation agreement.
3. Non-commercial organizations and / or associations or model railway clubs are not allowed to develop commercial activities of any kind, unless EUROSPOOR has given written permission.
4. If you do not have permission to sell or to develop other commercial activities and yet you violate the rules from the above in paragraph 3, you will immediately be regarded by EUROSPOOR as a commercial participant and consequently must comply the obligations of a commercial entrepreneur under the agreement of participation.

5. If the amount cannot be paid immediately, the organizational authority is to take the goods into custody without judicial intervention until the full amount has been paid. The costs associated with this and the risks are for the account of the participant.
6. The participant agrees that both press and the public will make film and video recordings of the event.
7. EUROSPOOR reserves the right to make drawings, photographic recordings or other images in the building or to have them made and to use them for its own purposes.
8. The goods of the participant are and remain for the entire period of the fair, including the construction and dismantling period, at his own expense and risk. EUROSPOOR excludes any liability with regard to damage to, loss or theft of the exhibitor's goods.
9. EUROSPOOR will refrain from any involvement in any disputes between exhibitors, including disputes regarding intellectual property rights.
10. Without prejudice to the provisions contained in paragraph 4, the exhibitor may not, in view of the exhibition's success, display products or use a certain trademark or brand, if such display or use constitutes an infringement on the rights of any third party.
11. At the request of EUROSPOOR the exhibitor will be required to prove that he has the right to display certain products or to use a certain trademark or brand. If it appears that the exhibitor acts in breach of the preceding paragraph, or if he cannot comply with the request of EUROSPOOR, EUROSPOOR has the right to (cause others to) remove those products at the exhibitor's risk and expense and to take all other measures it deems fit. In such a case, the exhibitor will not be entitled to any compensation whatsoever from EUROSPOOR for costs incurred or loss or damage sustained.
12. Other exhibitors cannot derive any rights towards EUROSPOOR from the provisions contained in paragraphs 10 and 11.

## **Artikel 12 Stand construction / layout and use of the stand**

1. Building on and furnishing the stand space rented by the participant can only take place during periods and hours to be determined by EUROSPOOR.
2. EUROSPOOR will demarcate the stand space by means of markings on the floor and may also post an identification sign on the stand. The place and manner of demarcation or signposting will be determined by EUROSPOOR. The exhibitor may not remove, relocate or alter such identifications.
4. Unless determined otherwise in the participation agreement, the stand space will be made available to the exhibitor without any stand construction, fittings, furniture or any other (technical) facilities.

5. The stand itself, canopies, set pieces and all other attributes, additions and entourages may not extend beyond the dimensions of the rented surface as determined in the participation agreement.
6. Stand construction must be 250 cm high as standard. The stand construction must be finished to the full height on both sides.
7. Unless the exhibitor has been allocated a corner stand, head-of-aisle or island stand, the exhibitor shall install a rear wall and two sidewalls. Corner, peninsula or island stands shall be designed as such. In corner stands the installation of a rear wall is mandatory. In island stands each aisle side may be built up fully in conformity with the provisions contained in paragraph 7.
8. Fixtures and components will be permitted up to 50 % maximum, with a restriction of 5 metres, of the walls exposed to aisles.
9. Regarding the stand construction EUROSPOOR reserves the right to issue alternative instructions.
10. It is prohibited to attach wires to the ceilings or roof constructions of the buildings for hanging stand ceilings, canopies, lighting fixtures, etc.
11. Multi-storey stands are prohibited, unless otherwise agreed in writing. In the case of multi-storey stands, additional requirements may be imposed on safety, fire prevention and heating or ventilation.
12. EUROSPOOR declines all liability with regard to the safety of the construction and the construction as such of the stands and the installations installed therein.
13. It is not permitted to use the stand walls of neighboring participants for their own presentation or stand construction.
14. The participant may furnish the stand (space) as he sees fit, however with due observance of the nationally applicable safety regulations as described in the Working Conditions Act.
15. EUROSPOOR reserves the right to have the construction and furnishing plan submitted to it for prior approval.
16. Connection points for electricity, gas, compressed air, water and telecommunications, heating and ventilation installations or fire protection equipment, which may be located in or above a stand, must be easily accessible at all times.
17. Floor covering must not be applied adhesive or nail-proof to the floor.
18. If in the opinion of EUROSPOOR the design and/or set-up of the stand space is likely to be not completed by the end of the set-up period EUROSPOOR has the right to take whatever measures it deems fit at the exhibitor's risk and expense.
19. During the established opening hours, the exhibitor must fill his stand with the registered articles and provide personnel.

20. The participant is obliged to keep his stand and the articles placed therein in a clean condition for the duration of the fair.

### **Article 13**     **Technical facilities**

1. The connections of the installations installed within the rented space to the pipes and / or cable networks of the exhibition complex may only be established by the Technical Exhibition Services Department.
2. EUROSPOOR retains supervision of the work to be carried out by the installers within the rented space and is entitled to give the participant and / or the installer(s) chosen by him / her the instructions he / she considers necessary, from which no deviation may be made.
3. EUROSPOOR is entitled not to have the connections referred to in the previous paragraph made or to break existing connections if, in the opinion of EUROSPOOR, the participant or his representatives fail to comply with the instructions referred to in the second paragraph of this article. insufficiently follows up resp. has succeeded.
4. The participant or his representative(s) is prohibited from making any changes to the pipes and connections.
5. EUROSPOOR accepts no further liability towards the participant with regard to the provision of electricity, gas and water than is accepted by the relevant supply companies towards EUROSPOOR.
6. The participant is obliged to observe the regulations of EUROSPOOR and of the supply companies with regard to the use of electricity, gas and water.

Violation will result in closure, without the participant being able to assert any right to compensation.

### **Article 14**     **Safety of electrical installations**

1. Safety for the participant and the public is very important. There are significant safety risks when it comes to the electrical installation in your stand. Common mistakes that will be paid extra attention to by the technical service are the following:
2. The use of so-called "twin cord" or similar speaker cord is not permitted for 230 volt and halogen lighting installations. Not even with 12 volt halogen lighting.
3. All lighting fixtures must be connected with a cord with an earth wire. This earth wire must also be connected.
4. Sockets and plugs must be earthed.
5. 1x extending from the power supply is maximum allowed.



6. Do not use terminal blocks.
7. Connecting fully rolled up reels generates heat and that is why you should unroll the reel completely or largely.
8. Electric cables may never lie in the aisles or hang above aisles, but must always remain within your stand space.
9. Only use approved material (CE mark).

#### **Article 15 Dismantling**

1. The participant is obliged to dismantle his stand construction within the specified periods, to vacate the stand space and to deliver it empty and clean. After evacuation, the participant is obliged to leave the space rented by him in the same condition as in which it was made available to him by EUROSPOOR. Any damage and contamination found by EUROSPOOR will be repaired by EUROSPOOR and the associated costs will be charged to the participant (s) concerned.
2. Any goods left behind, including waste, will be removed at the expense and risk of the exhibitor.
3. The provisions of this article with regard to the dismantling of the stand construction do not apply if the stand construction is included in a stand construction package purchased by the participant.
4. If the rented space is not completely vacated in time, EUROSPOOR is entitled at the expense of the participant:
  - a. have the participant's materials, goods or packaging still present removed and stored.
  - b. to return the space to the state in which it was made available to the participant.
5. In the case as outlined above under paragraph 4, EUROSPOOR is entitled to charge the participant storage costs and all other costs. During storage, the materials, goods and packaging remain at the risk of the participant.

#### **Article 16 Catering**

1. The participant is only permitted to serve drinks to the public in the space he has rented if these drinks are obtained from or through the mediation of the operator of the restaurants in the building complex.

#### **Article 17 Packaging / waste disposal**

1. No materials, equipment, goods to be unpacked, empty packaging, etc. may be placed in the aisles. These must be temporarily deposited in the stand space.

2. Empty packaging must be taken home at the end of the day.
3. It is forbidden to deposit waste materials, garbage, etc. in the cable ducts and wells.
4. The exhibitor must ensure the disposal of all his waste.
5. EUROSPOOR is entitled to charge him the costs of the removal and disposal of waste left by the participant.
6. The participant will ensure that the exhibition complex is not in any way contaminated by him, his staff or his proxy or used as a storage place for rubbish, packaging, materials, etc. If the participant fails to do so, the cleaning or removal will be done at his expense.

#### **Artikel 18**    **Supply and removal of goods**

1. The participant will send his goods carriage paid to his stand and also return them at his expense. He is obliged to follow further instructions regarding these transports by or on behalf of EUROSPOOR.
2. Access to the exhibition complex by vehicle is granted on presentation of route maps issued by EUROSPOOR or another admission ticket.
3. You may not drive faster than walking pace in the halls.
4. In order to prevent obstacles to the supply and removal of transports, parking in the buildings is prohibited, unless for the unloading or loading of goods, after which the vehicles must immediately leave the buildings; abandoned vehicles will be removed from the hall(s) at the expense and risk of the owner.
5. It is forbidden to park vehicles in such a way that access to the buildings is obstructed.
6. The participant will ensure that the exhibition complex is not damaged by transport and will, if necessary, take measures in consultation with the Technical Fair Assistance department to avoid damage. Any damage and contamination detected by EUROSPOOR will be repaired by EUROSPOOR and the associated costs will be charged to the participant(s) concerned.
7. The participant is prohibited from supplying or removing goods during the duration of the event. EUROSPOOR can grant permission in special cases.

#### **Article 19**    **Cleaning**

1. The participant is obliged to take care of the cleaning of his stand space during the event. EUROSPOOR is responsible for cleaning the other areas, such as the aisles.

## **Article 20**      **Fire and other safety regulations**

1. All exits, passageways, aisles, emergency exits, stairs, etc., must not be blocked in whole or in part in any way.
2. All fire extinguishers, hydrants, valve wells and the like must always remain visible and immediately accessible.
3. No highly flammable materials may be used for the construction and cladding of the stand, as well as for decoration material. Such substances are considered to include: jute, ribbed paper, crepe paper, cardboard, corrugated cardboard, reed mats, plastics.
4. It is prohibited to store packaging in or near the rented space.
5. Without prior permission from EUROSPOOR, the participant is prohibited from demonstrating appliances, stoves, fireplaces, etc. with open fire.
6. The stocking and use of bottles with liquid gas is not permitted inside the buildings and in temporary shelters on the site. These bottles should be set up outside with a secure connection. On a request to that effect, EUROSPOOR can (after consulting the Fire Department) grant an exemption from this prohibition for demonstration purposes.
7. It is prohibited to exhibit motor vehicles in the buildings or to use them in stand construction and furnishing unless the fuel tank is completely or almost empty and locked, and the battery clamps are not connected to the battery. If you plan to do this, you must notify EUROSPOOR of this intention in advance.
8. The participant is obliged to immediately follow all instructions given by EUROSPOOR and / or the Fire Department regarding the use of equipment, demonstrations, storage, etc.

## **Article 21**      **Various prohibitions**

The participant is prohibited:

1. to make use of the stand space allocated to him in such a way that annoying noise, obstruction of entrance and / or passage, light, view or other nuisance, danger or damage can arise for other participants or visitors, all this solely at the discretion of from EUROSPOOR.
2. to place or affix goods, furniture, signs, so-called eye-catchers or other means of advertising, of whatever nature, outside or above the space it has rented, without the prior written permission of EUROSPOOR.
3. allowing visitors to the areas designated for the participants.
4. to amplify the spoken word through loudspeakers or otherwise, or to play or cause to be played music, without the prior written permission of EUROSPOOR.
5. to hand out or offer in any way price lists, circulars, promotional tickets, brochures, etc. outside the space he has rented.

6. advertise or use eye-catchers that may hinder other participants or visitors. All this exclusively at the discretion of EUROSPOOR.
7. to enter someone else's stand outside the established opening times.
8. during the event to attend demonstrations, claim or request an entrance fee or compensation or performance of any kind.
9. to bring dogs or other pets to the exhibition complex.

#### **Article 22 Intellectual property rights**

1. EUROSPOOR is the proprietor of all intellectual property rights relating to the exhibition, including at least the brand (name), logo(s) and the exhibition image(s).
2. EUROSPOOR may grant the exhibitor the right to use the brand (name), logo(s) and/or exhibition image(s) for promotional purposes. In such a case the exhibitor is entitled to use those trademarks and/or pictures only in the form provided by EUROSPOOR. Consequently, the exhibitor may not use those trademarks and/or pictures for purposes other than to promote the exhibition or to distort them in any way.
3. In case of breach of the provisions contained in paragraph 2, the exhibitor shall, at the first request of EUROSPOOR, immediately cease the use of the trademarks and/or images concerned.

#### **Article 23 Liability**

1. Each participant is liable for damage caused to EUROSPOOR through the actions or negligence of himself, his staff or his agents or by his entries, while he is further obliged to indemnify and hold EUROSPOOR harmless for costs, damages and interest that third parties may claim from him on the grounds of action or negligence on the part of himself, his personnel or agents or in connection with his submissions.
2. The participant is obliged to be insured against the risk of legal liability.
3. EUROSPOOR is not liable for loss of any good or personal injury during the event days and the construction and dismantling days, regardless of the cause.

#### **Article 24 Maintaining order**

1. The organization is authorized to act against a participant, his personnel, persons who work for him or on his behalf and holders of service and participant cards issued to him, who act in violation of any provision of these regulations or a person who has not follow the instructions given, or are guilty of theft, without judicial intervention to take one or more of the following provisions and measures, if necessary at the expense of the participant:

- a. To have service and participant cards issued to him revoked and to deny the person (s) concerned access to the fair.
  - b. to have his stand closed or to have his stand vacated in whole or in part and to dispose of the vacant or unoccupied space
  - c. to keep and store the exhibited goods, as well as everything that has been built up or applied by the participant, all this at the expense and risk of the participant, without the participant being entitled to any refund of amounts already paid or to compensation for damage, in whatever form or from whatever cause it may have been suffered and without prejudice to his obligations towards the organization.
2. The organization always reports theft to the appropriate and competent authorities.
  3. EUROSPOOR reserves the right to deny anyone access to the exhibition building(s) and site(s) if necessary, without stating reasons, without prejudice to its authority to take further measures.

#### **Article 25**      **Security**

1. EUROSPOOR will take such measures and issue such instructions as it deems necessary for security.
2. However, all goods of the participant are and remain at his own expense and risk. EUROSPOOR does not accept any liability for these goods present at the exhibition complex.
3. The participant is responsible for supervising his stand during the time that the exhibition is being set up and when it is evacuated and also during the hours that the exhibition or building is open for the visit.
4. The participant is not allowed to leave his personnel on the stand space during the night and outside times set for that purpose, nor is he entitled to do so himself.

#### **Article 26**      **Various provisions**

1. If the participant does not follow the regulations, provisions or directions given or given by EUROSPOOR, respectively, the latter is entitled to take the necessary measures at the expense and risk of the participant, in which the aforementioned regulations are complied with, provision – or directions.
2. The participant is obliged to take all precautions to prevent damage to the exhibition complex and / or the goods contained therein / on it. Costs associated with repair work in the event of damage that may nevertheless occur will be reimbursed by the participant.

**Article 27**      **Disputes**

1.      The agreement is governed by Dutch law and all disputes, of whatever nature, will be brought before the competent court under Dutch law.
2.      In the event of a dispute regarding the interpretation of the text of these terms and conditions if it is in a language other than Dutch, the Dutch text will be decisive.

**Article 28**      **Final provision**

1.      In all cases not provided for in these regulations, EUROSPOOR decides.