



## COMPANY

name

VAT number

invoicing address

## CONTACT

name

e-mail

mobile

## LOCATION

LEUVEN

3 days

## FORMULAS

1. \_\_\_\_\_ **X EXPO STAND (ALL IN)** (5x5m) €250/m<sup>2</sup> (excl. VAT)

2. \_\_\_\_\_ **X BRANDED EXPO STAND** €7.500 (excl. VAT)

if required extra space \_\_\_\_\_ m<sup>2</sup> x €250/m<sup>2</sup> = \_\_\_\_\_ (excl. VAT)

description services and/or products you will present/sell at the Expo Zone

To confirm your order, please email this order form with signature to [tommy@grinta.be](mailto:tommy@grinta.be)

## TOTAL PRICE

€

Amount

## NAME / SIGNATURE

name

signature

The signature confirms that you read, understood and accept the General Terms and Conditions on the next page.

# GENERAL TERMS AND CONDITIONS OF SALE OF WK 2021 VZW

## ARTICLE 1. SCOPE

The services (the "exhibition") of WK 2021 VZW (the "organiser") to which this application form applies are provided under the following Terms and Conditions, with the exception of written derogations between the parties and without prejudice to any special terms and conditions agreed in a separate agreement. They take precedence over any other terms and conditions of the customer (the "exhibitor"), even if these are communicated afterwards. They are deemed to have been accepted by the exhibitor, unless the exhibitor has submitted a reasoned written objection by registered letter within five calendar days of receipt. Any nullity of one of these provisions shall not affect the applicability of the other provisions.

## ARTICLE 2. CHANGE

The organiser reserves the right to change these General Terms and Conditions unilaterally. It shall inform the exhibitor accordingly in writing. The exhibitor has the right to terminate the agreement free of charge within 30 days of notification of this change. If not, it is presumed to agree with the amended General Terms and Conditions.

## ARTICLE 3. ORDER - OFFER - REPRESENTATION

Only a written offer made by the organiser is valid. The validity period of the offer is limited to 30 days. The agreement is only concluded after the organiser has accepted it. The exhibitor is validly represented by the signatory of the application form.

## ARTICLE 4. PRICE - PAYMENT

The prices invoiced by the organiser are shown in euros, excluding taxes. The prices are always exclusive of VAT, unless expressly stated otherwise. The exchange risk is at the expense of the exhibitor. In the event of an increase in the price of certain products or services over which the organiser has no influence, the prices can be adjusted accordingly.

Invoices must be paid to the account number of the organiser stated on the invoices. Invoices are payable on 30 days, unless expressly stated otherwise.

If payment is not made on the due date, the amount of each invoice issued by the organiser shall, automatically and without prior notice of default, be increased by a conventional fixed compensation of 10% and interest at the rate of 1% per commenced overdue month, to be calculated as from the due date. In the event of late payment, the organiser is also entitled, automatically and without prior notice of default, to suspend the fulfilment of all obligations vis-à-vis the exhibitor by means of simple notification, and the organiser can decide not to make the stand space available to the exhibitor and to make it available again to another exhibitor.

## ARTICLE 5. APPLICATION, ACCEPTANCE AND ALLOCATION OF STAND SPACE

An application to participate in the exhibition must be made using the application form made available by the organiser, stating the products and/or services offered. Products and/or services can only be supplemented in consultation with the organiser.

Exhibitors cannot derive any rights from the completion and sending of an application form. The agreement only comes into effect after the organiser has

accepted the registration and has notified the exhibitor accordingly in writing. The organiser reserves the right to refuse an application to participate without giving reasons. Refusal of the application to participate shall be notified to the exhibitor in writing and can under no circumstances give rise to any liability on the part of the organiser or any compensation for damages.

Acceptance of the application to participate shall be notified to the exhibitor in writing. The organiser independently determines the allocation of the stand space to the exhibitor. The exchange of stand space between exhibitors is not permitted without written permission from the organiser. The organiser reserves the right to move and/or change the form of an allocated stand space at any time if reasons of general organisation of the exhibition, whether or not depending on the organiser's wishes, so require. This change or relocation in no case entitles the exhibitor to any compensation for damages.

The exhibitor shall only be allowed to attend the exhibition after it has paid the amounts owed in full.

Exclusivity is not granted to the exhibitor unless expressly agreed otherwise in writing. Exclusivity is understood to mean the exclusive right, to the exclusion of another party, to exhibit or otherwise make use of the exhibition space offered for specific products and/or services.

## ARTICLE 6. USER RIGHTS AND OBLIGATIONS IN RELATION TO STAND SPACE

The exhibitor undertakes to use the stand space allocated to it and to ensure that the stand is ready for use at the time agreed with the organiser. The exhibitor undertakes to maintain the stand space in perfect condition.

The exhibitor undertakes to display only those products, items, works and appliances at the exhibition that were described in the application to participate or any other document of the exhibitor and to the extent that these were accepted by the organiser. The organiser is entitled to check the products, items, works and appliances exhibited and, if necessary, to have them removed at the expense of the customer.

Products, substances and goods that do not or do not fully comply with all legal requirements or that are in conflict with public order, safety and public decency, dangerous and nuisance products, substances and goods and, in general, any products, substances and goods that the organiser deems dangerous or of such a nature that exhibitors or visitors to the exhibition might experience nuisance as a result (such as, for example, but not limited to, explosive and flammable substances) are prohibited at the exhibition, as well as in and around the location of the exhibition. The organiser is entitled to refuse such products, substances and goods or have them removed at the expense of the exhibitor.

The use of a sound installation, noise-generating equipment and/or machines in the stand area is not permitted, unless the organiser gives its prior written permission.

The exhibitor or its staff may not set up outside the rented stand area. The exhibitor is forbidden to vacate, pack up or cover the stand area early (during the opening hours of the exhibition) and/or to leave it unattended.

The exhibitor is not entitled to let or sublet all or part of its stand space at the exhibition in any way. The obligations under these Terms and Conditions can in no way whatsoever be transferred in whole or in part by the exhibitor, unless the organiser gives its prior express permission. If the organiser expressly agrees to the transfer, the transferring exhibitor remains jointly and severally liable with the acquiring exhibitor for all obligations arising from these Terms and Conditions.

The organiser can at any time refuse an exhibitor or terminate its participation in the exhibition if these Terms and Conditions are not observed, without prior notification and without this being able to lead to any claim for compensation by the exhibitor. An exhibitor who, in the opinion of the organiser, misbehaves or does not comply with the rules laid down in these Terms and Conditions or imposed by the organiser, can be removed by or on behalf of the organiser and denied further access to the exhibition, and can be fined EUR 500.00 per violation, regardless of the organiser's right to prove greater damage.

## ARTICLE 7. SAFETY

The products, items, works and appliances exhibited must be equipped and installed in accordance with the applicable legal safety regulations, including the applicable regulations and ordinances as well as the specific safety rules applicable to the exhibition. During the exhibition, the exhibitor must take all precautions to guarantee the safety of other exhibitors and visitors to the exhibition. The exhibitor monitors and supervises the products, items, works and appliances on display at all times, including outside the opening hours of the exhibition.

The exhibitor is liable to the organiser for all direct and indirect damage (including loss of profit, fees for lawyers and bailiffs, etc.) as a result of an incident that was caused in whole or in part, directly or indirectly, by the products, items, works and appliance exhibited or demonstrated by it. The exhibitor undertakes, at the first request of the organiser, to intervene in any proceedings or dispute in which the organiser (as plaintiff or defendant) is involved and which in any manner whatsoever is related to the products, items, works and appliances exhibited or demonstrated by it.

## ARTICLE 8. INTELLECTUAL PROPERTY

The exhibitor guarantees that its activities within the context of the exhibition, including, but not limited to, the goods exhibited by it at the exhibition and all publicity provided by it, in no way violate any rights of third parties, such as, for example, intellectual property rights (including, but not limited to, copyrights, trademark rights, patent rights, design rights) or are otherwise illegal or unlawful.

Furthermore, the exhibitor guarantees that all information that it makes available to the organiser within the context of the exhibition regarding its activities, for example for publication in the exhibition guide or brochures or on the exhibition/event website, is complete and correct and in no way violates the rights of third parties or is otherwise illegal or unlawful. In particular, the exhibitor guarantees that the photographs, illustrations, other graphic works and/or texts that it hands over to the organiser for inclusion in the exhibition guide or brochures or on the exhibition/event website, or which are communicated to the press, are free of any rights, such that the organiser can use them or exploit them in any manner whatsoever. If this is not the case, the exhibitor

undertakes to bear and therefore compensate all rights owed on the photographs, illustrations, other graphic works and/or texts handed to the organiser and to compensate the organiser for any costs, damages, claims or losses due to infringements of intellectual property rights. If a third party were to oppose the use of these photographs, illustrations, other graphic works and/or texts, the exhibitor must immediately inform the organiser of this in writing.

The organiser reserves the right to take photos during the exhibition, as well as the right to use and reproduce, share, transfer or exploit the photos in any other manner.

The exhibitor indemnifies the organiser against any claims by third parties for infringement of intellectual property rights or otherwise, in connection with the activities of the exhibitor (and the persons it appoints) within the context of the exhibition, including, but not limited to, the goods or publicity exhibited or advertised by the exhibitor at the exhibition. The exhibitor undertakes to compensate the organiser in full for all damage and costs it has suffered, including the full costs of legal assistance, relating to an infringement (or alleged infringement) by the exhibitor of the rights of third parties. The organiser is at all times entitled, either following a complaint by a third party or at the request of a judicial or administrative authority, or on its own initiative, to have the products, items, works and appliances, publicity, or any other object exhibited by the exhibitor that may contain illegal or harmful content, removed without the exhibitor being entitled to any compensation.

#### **ARTICLE 9. EXPULSION**

The organiser reserves the right to remove an exhibitor from the exhibition, automatically and without prior notice of default, and to terminate any contractual relationship with the exhibitor if the exhibitor does not comply with these Terms and Conditions or any other contractual provision that binds it to the organiser, or if the exhibitor goes bankrupt, becomes insolvent or cannot service its debts.

The expulsion of the exhibitor does not in any way affect the enforceability of the amounts owed by the exhibitor and the exhibitor has no right to reimbursement of the amounts paid by it or any compensation from the organiser.

If the exhibitor refuses to leave the location voluntarily, the organiser can proceed to remove it forcibly, at the sole expense of the exhibitor.

#### **ARTICLE 10. CANCELLATION OF THE ORDER**

The exhibitor cannot cancel the agreement. If, due to special circumstances, the exhibitor is prevented from using the leased stand space, it can submit a request for cancellation to the organiser by means of a written request, subject to payment of the following cancellation costs depending on the time of cancellation, without prejudice to the organiser's right to claim compensation for damages to the extent that the cancellation costs are not sufficient:

- Up to 120 days before the start of the exhibition: 50% of the amounts owed for the stand space
- Up to 60 days before the start of the exhibition: 75% of the amounts owed for the stand space
- Up to 30 days before the start of the exhibition: 100% of the amounts owed for the stand space
- Up to one day before the start of the exhibition: 150% of the amounts owed for the stand space

The organiser shall send the exhibitor written confirmation of the cancellation

in case of acceptance of the special circumstances of impediment, which shall be independently assessed by WK 2021 VZW.

#### **ARTICLE 11. FORCE MAJEURE - CANCELLATION OF THE EXHIBITION/ EVENT**

The organiser is only liable for a shortcoming attributable to it insofar as this liability was not expressly excluded or limited in these General Terms and Conditions. The total liability of the organiser is in any event limited to compensation for direct damage (excluding indirect damage) and can never exceed the value of the amounts paid by the exhibitor.

Liability in the event of force majeure is excluded. Force majeure is understood to mean any circumstance beyond the organiser's control, which (even temporarily) prevents it from performing all or part of its obligations. This includes (but is not limited to): non-delivery or late delivery or errors by suppliers or other third parties used, instructions, decisions or interventions of any kind by public, administrative or regulatory authorities (act of State), terrorism or threat of terrorism, weather conditions (such as extreme heat, thunderstorms, gales, floods, etc.), fire, riots, war or threat of war, insurrection, epidemics, pandemics (such as COVID-19), state of quarantine, disruptions of the telecommunication or other network or connection or communication systems used, disturbances on public roads, blockades, strikes or lockouts, demonstrations and other disruptive disturbances.

If, due to force majeure, the exhibition cannot take place at the designated location or on the designated date, or cannot take place at all, the organiser is entitled to move the exhibition to another location or date, to limit the duration of the exhibition, or to cancel the exhibition altogether, without the organiser having any obligation to pay compensation. The exhibitor acknowledges that it is not entitled to any reimbursement, compensation or expenses in these circumstances. In the event that the location or date is changed, the registration of the exhibitor is retained and no reimbursement shall be made. The organiser shall, exceptionally, reimburse the amounts paid by the exhibitor if the event cannot take place in 2021 or if the event does take place but without an exhibition. In any event, the payment by the organiser shall never exceed the amount paid by the exhibitor.

If the organiser cancels the event other than in cases of force majeure, the organiser shall reimburse the exhibitor for a portion of the amounts paid that is to be reasonably and fairly determined. If granted, such payment by the organiser shall in any event never exceed the amount paid by the exhibitor. Any other costs incurred, such as service and administrative costs and any extras, shall not be reimbursed.

#### **ARTICLE 12. LIABILITY**

Subject to wilful intent or gross negligence, the organiser cannot be held liable for any damage whatsoever (including, but not limited to, business damage, consequential damages, loss of profits or damage or loss in the event of theft) to the stand space and/or the products, items, works and appliances exhibited or any other goods of the exhibitor or to the exhibitor itself or one of its agents, or to the exhibition participants. This exclusion of liability also applies in the event of an error on the part of the organiser, the subcontractors, other exhibitors and the exhibition participants. Nor can the organiser be held liable for incidents caused by third parties that disturb the exhibitor in the enjoyment of its stand space.

If the organiser cannot (or cannot fully) invoke the exemption or limitations

of liability as stipulated in these Terms and Conditions, the exhibitor acknowledges and accepts that the liability of the organiser is limited to a maximum amount corresponding to the amounts paid by the exhibitor to the organiser.

The exhibitor participates in the exhibition at its own expense and risk. The exhibitor is liable for damage of any nature whatsoever caused by its actions or by its agents. The exhibitor shall indemnify the organiser against any claims that third parties might make in connection with the foregoing.

#### **ARTICLE 13. INSURANCE**

The exhibitor is obliged to insure its third-party liability for the exhibition. The exhibitor is advised to take out all-risk insurance for the products, items, works and appliances it exhibits. Under no circumstances is the organiser responsible for theft or loss of or damage to products, items, works and appliances exhibited. In the event of damage, the exhibitor unconditionally and irrevocably waives any claim and any recourse against the organiser and the operators of the exhibition location.

#### **ARTICLE 14. COVID-19**

COVID-19 is a highly contagious disease that can lead to serious illness and death. There is an inherent risk of exposure to COVID-19 in any public place where people are present. Attendance at the exhibition is entirely voluntary and at the exhibitor's own risk, and implies acceptance of the risks relating to exposure to COVID-19. The organiser is not liable in the event of infection by COVID-19.

#### **ARTICLE 15. COMPLAINTS**

No complaint regarding the services shall be accepted if it is not addressed by registered letter to WK 2021 VZW, Ottergemsesteenweg-Zuid 808, 9000 Ghent, within a period of eight days after the execution of the services or discovery of any defect, whichever occurs first. Failing this, the services shall be deemed to have been accepted.

#### **ARTICLE 16. PERSONAL DATA**

The exhibitor hereby grants the organiser permission to collect all personal data exchanged within the framework of the relationship between parties and to include them in a file for commercial/administrative purposes as well as for marketing and communication purposes. The organiser shall ensure that all legal formalities have been completed and that the exhibitor has the right to access and correct the data in accordance with the General Data Processing Regulation 2016/679 of 27 April 2016 on the protection of privacy with regard to data processing, which can be requested at any time using the contact details included in these General Terms and Conditions.

#### **ARTICLE 17. EXECUTION PERIOD**

Only the deadlines specified in writing by the organiser are binding. These deadlines shall in any event be extended in the event of force majeure, delay in the presentation of information and/or documents by the exhibitor or delay in payment.

#### **ARTICLE 18. APPLICABLE LAW**

The agreements between the organiser and the exhibitor are governed by Belgian law. All disputes fall under the exclusive jurisdiction of the courts of the judicial district of the organiser's registered office.