

GENERAL TERM & CONDITIONS MIF EVENTS

1. Scope

These general terms and conditions of business apply for all business relations between the trade fair organizer MIF Events, Rijksweg 525, 3630 Maasmechelen, Belgium (the Organizer) and people or companies attending trade fairs arranged by the Organizer (Exhibitor). No conflicting or contrary general terms and conditions of business are recognized by the Organizer and such shall take no effect unless the Organizer expressly agrees in writing to their (partial) validity. By sending the Registration Form, the Exhibitor and the personnel of the same Exhibitor, attending the trade fair, accept the full content of the present GTC. Deviating terms and conditions formulated in the Registration Form by the Exhibitors are not valid and are not recognized by the Organizer.

2. Selection Process

Selection of the Exhibitors is at the discretion of the Organizer. No entitlement to participation exists before contract formation.

3. Application Process

The Exhibitor applies by means of the Registration Form that is provided by the Organizer, which is completed truthfully and signed. Receipt of the Registration Form will be confirmed by the Organizer. A legal obligation is not yet created by this.

4. Participation Agreement

- The Exhibitor's Registration form received represents the offer to participate in the event. The Organizer accepts this offer by sending an Advance Invoice under the condition precedent that the Exhibitor pays the Advance Invoice. The agreement is concluded on receipt of the invoice sum in the account of the Organizer. On request by the Exhibitor, the Organizer will inform the Exhibitor of receipt of the payment.
- A booking for the first table entitles the Exhibitor for 2 badges. For every additional table, 1 extra badge will be submitted.
- Subsequent orders for stand equipment, such as furniture, electricity etc., which are received after the 1st day of the month in which the Fair takes place and after invoicing, will incur late surcharges amounting to 30% of the list prices.
- All other Changes to the Registration Form such as Name Changes, changes in number of Participants etc. which are received after the 1st day of the month in which the Fair takes place and after invoicing, will lead to an extra charge of 75 euro.

5. Space Allocation

The Exhibitor becomes entitled to participate in a trade fair of the Organizer only on receipt of the payment. However, the Exhibitor acquires no entitlement to a specific space. The Organizer is solely responsible for the allocation of the spaces and stands at the trade fair. The Organizer is entitled to amend the allocation of a specific space even after assignment if a significant and justified interest exists for the Organizer.

6. Cancellation or Abandonment of the Event

If the trade fair cannot take place or has to be abandoned due to Force Majeure (e.g. COVID pandemic or flooding) then the rental fees (no sponsor fees) paid by the exhibitor shall be returned by the Organizer

7. Rights and Obligations of the Organizer and Exhibitors

- The Exhibitor must settle the Organizers Advance Invoice by the specified payment date. In case the Exhibitor settles the invoice by Cash on arrival, a surcharge of 10% will be added to the invoice amount.
- If the Exhibitor cancels the attendance after invoicing, a cancellation fee must be paid. In case of cancellation up to 2 calendar weeks before the fair, 50% of the invoice amount needs to be paid; for cancellations within the 2 calendar weeks before the beginning of the fair, 100% of the invoice is due.
- The Organizer is entitled to withdraw from the agreement at any time in the case of an objectively justified reason. An objective reason exists specifically if the Exhibitor breaches the duties set out in these GTC. The right to terminate the participation agreement for cause is not affected.
- Exhibitors must observe the current tax regulations - particularly the respective regulations concerning import sales and value added tax. The Exhibitor has an obligation to occupy the rented area with the range of goods specified in the application. All items displayed and (advertising) materials must be related to this in the context of the trade fair theme. Any material may be distributed to visitors to the fair only on the stand and under no circumstances outside of the stand area. At the end of the trade fair, the Exhibitor must remove any advertisements affixed to the walls of the area and ensure that no trace of such is left. The Organizer may have any dirt accumulated as the result of adhesion removed at any time, at the expense of the Exhibitor and for a minimum fee of 20.00 Euro.
- Trade in cultural objects, e.g. such as archaeological finds, is permitted only in observance of international and national law and only if proof of legal provenance is documented for each cultural object. The advertisement, exhibition or sale of objects displaying the swastika or similar is not permitted, if such symbols are visible. This also applies for symbols that may be mistaken for the originals. It is prohibited to offer coins, that have been modified by some other means than a usual circulation.
- Without the agreement of the Organizer, the Exhibitor may execute no alternative arrangements in the rented areas and buildings. This applies particularly for unapproved stand (usage) types or extensions to stand areas. On demand by the Organizer, such changes are to be removed within one hour, otherwise the Organizer is entitled to do this at the expense of the Exhibitor or, if necessary, to close the stand entirely with the forfeit of the rental fees. The Organizer's stand markers are to be changed in terms of neither location nor content and they must be clearly visible to visitors for the entire duration of the trade fair.

f) The Exhibitor shall be liable for any damages to his rented commodities. The liability remains beyond the opening hours of the fair for Exhibitors. This shall also apply if the Exhibition stand is not occupied.

g) The following are not permitted: subletting of exhibition areas; cession of Business of the exhibition area to third parties; receipt through to execution of orders and business for third parties by the Exhibitor; and the transfer of Exhibitor entry tickets to people not employed on the stand. Power connections hired by the Exhibitor are not to be conveyed to neighbouring stands; otherwise the Exhibitor must additionally pay double the power connection hire fee for each conveyance.

h) The stand must be kept open with at least one person present during visitor opening times. The stand may be closed for a total of no more than 1/2 hour during visitor opening times i.e. if the stand is open continuously, it may be closed no earlier than 1/2 hour before the end of the visitor entry time on the last day of the trade fair. In cases for which there is sufficient justification, the Organizer may allow the Exhibitor a different option for closing. If the Exhibitor exceeds the 1/2 hour closing time, e.g. by leaving the trade fair early, this shall be in breach of the general terms and conditions of business and appropriate sanctions should be expected.

i) The Exhibitor undertakes to carry out any business transacted in the context of the trade fair correctly in terms of both content and form (e.g. invoicing) under the relevant laws. In particular, the Exhibitor must not offer imitations or counterfeits as real in a misleadingly deceptive manner. The Exhibitor may also carry out no obstructive or disruptive actions and make no statements of the same nature that are targeted towards the Organizer or the event. If grievances or complaints with respect to the goods offered or the methods of the Exhibitor are indicative of violation of one of the above obligations or if there are any obvious, unlawful incidents within the area of the Exhibitor, the Organizer is entitled to exclude the Exhibitor from the trade fair with immediate effect, with the forfeit of the rental fees and with a report to the police. The exclusion includes the immediate termination of the participation agreement. The right to exclude the exhibitor from the trade fair also remains in place in all other cases in which there is an objectively justified reason for withdrawal or termination for cause. The right to termination for cause exists specifically in cases in which the exhibitor is in breach of duties and secondary duties from the participation agreement and in which the Organizer cannot be expected to continue the agreement.

j) The Organizer accepts no liability for (consequential) damages or the loss of stand materials or stand goods. The Exhibitor him/herself is responsible for the supervision and custody of the stand from the start of stand construction until leaving the trade fair. Proper insurance of exhibition goods against any damages during transit, assembly, dismantling, storage and the sale presentation is solely the responsibility of the Exhibitor. The Organizer shall not be liable for injuries to people or damages to property or for the loss of property of the Exhibitor (e.g. due to theft) — whether on delivery or return to the forwarding area or during the trade fair itself — for damages due to failure of technical supply equipment or for other damages caused as a result of external influences unless, through gross negligence, the Organizer has verifiably breached an obligation incumbent upon the same. The Organizer does not assume any responsibility for the interpersonal communication between Exhibitors and between Exhibitors and visitors.

The Organizer is not obliged to bring about mediation (procedure to the constructive settlement or avoidance of a conflict).

k) The Exhibitor shall be liable to the Organizer for any damages caused to third parties as a result of the Exhibitor's attendance. This includes damages to the trade fair building and its facilities. The Exhibitor explicitly exempts the Organizer from any rights of recourse of third parties arising as a result of such damages unless, through gross negligence, the Organizer has breached an obligation incumbent upon the same.

l) After the end of the trade fair, own stand structures not dismantled without trace by the Exhibitor may be removed by the Organizer at the expense of the Exhibitor and stored without liability for damage or loss through slight negligence. Removal or collection respectively of the exhibition materials from the exhibition halls shall be made on the last day of the Exhibition until midnight latest. Otherwise the objects will be removed or stored by the Organizer at the expense of the Exhibitor.

m) Exhibitors who provide incorrect staff data or who fail to inform the Organizer of a change to such data must themselves bear any damages resulting from this and/or compensate the Organizer for such if applicable. Notifications to the last address given to the Organizer by the Exhibitor shall be considered to have been delivered effectively, irrespective of whether the Exhibitor is (still) based there.

n) If one or more provisions of these terms and conditions of business are or become wholly or partially invalid, the validity of the remaining provisions will not be affected. The invalid provision(s) shall be replaced by a valid regulation which comes as close as possible to the economic purpose and meaning of the invalid provision(s). The same applies in case the terms and conditions of business contain a legal gap.

MIF Events is a commercial name used by and part of COINCHIQ bvba.

These General Terms and Conditions and disputes that arise will be governed by Belgian law.

Status: May 2022