

Exhibition Rules

Article 1. GENERAL

The provision of exhibition stand and related services by Arimar srl, trading as "Partnerzz", as well as all offers made by or orders placed with Partnerzz in relationship thereto, are subject to the following general terms and conditions ("Exhibition Rules"). The application of conflicting or supplementary terms and conditions of Exhibitor shall be excluded, even if such terms are not expressly objected to by Partnerzz.

Article 2. DEFINITIONS

In these Exhibition Rules:

Contract: means the agreement concluded between Partnerzz and Exhibitor.

Exhibition: means the exhibition event detailed in the Contract.

Exhibitor: means any person, entity or body, which has been accepted by Partnerzz to participate in the Exhibition.

Monies: means all fees and charges payable by Exhibitor under the Contract.

Exhibition period: means the period of the Exhibition by Exhibitor which has been accepted by Partnerzz to participate in the Exhibition.

Article 3. CONCLUSION ON THE CONTRACT

3.1 Application for the Exhibition stand and related services must be made on Partnerzz's website www.partnerzz.com or by email to info@partnerzz.com.

3.2 By sending the necessary information, Exhibitor declares himself to be familiar and agrees with the Exhibition Rules and the scope of the Exhibition as described on the website www.partnerzz.com and all other directives of Partnerzz. The person who sends the necessary information is considered to have full authority to do this on behalf of Exhibitor. Exhibitor cannot appeal to Partnerzz on the grounds of any lack of authority on the part of the signatory.

3.3 Partnerzz is free to accept or reject the Contract application at its own discretion. If Partnerzz accepts the Contract application, it will send a confirmation to Exhibitor. By sending this information, the Contract is considered concluded.

Article 4. ADMISSION.

4.1 Only Exhibitor, Exhibitor representatives and visitors to Exhibitor concerned by the Exhibition are allowed to be admitted to the event. Partnerzz shall have sole control over admission policies at all times.

Article 5. STAND ALLOCATION

5.1 Partnerzz has the exclusive authority to allocate its available stands to Exhibitor. The preferences of Exhibitor will be taken into account as far as possible. Partnerzz reserves the right to assign, reassign locations, or modify Exhibition stand-distribution plans or the dimensions of stands, after the Contract is concluded if it is necessary.

5.2 Exhibitor shall have no claim in respect of the decision of Partnerzz concerning the dimensions of stands. Partnerzz will group Exhibitors according to the nature of the Exhibition.

5.3 In the case of unforeseen circumstances, Partnerzz reserves the right to modify Exhibition stand-distribution plans, or the dimensions of stands. This will not allow Exhibitor the right to claim any compensation.

Article 6. PROVISIONS CONCERNING THE STAND AND COMPLIANCE

6.0 Exhibitor is obliged to comply with the instructions and rules of the Halles Saint-Géry which, as in any usual café, is a private and commercial place and may oblige to consume during the opening hours of the Halles Saint-Géry.

6.1 Exhibitor shall conduct and operate its Exhibition so as not to annoy, endanger or interfere with the rights of other Exhibitors and attendees. Any practice resulting in complaints from any other Exhibitors or any attendee, who in the opinion of Partnerzz interferes with the rights of others or exposes them to annoyance or danger, may be prohibited by Partnerzz.

6.2 Exhibitor is obliged to comply with the instructions of Partnerzz, the fire service or other officials responsible for the maintenance of order and safety of the Exhibition on first demand, including but not limited to instructions with regard to the layout and safety of the stand, the advertisements to be carried on the stand, the products or objects exhibited and the decorations to the stand. Should Exhibitor refuses to comply with the instructions, Partnerzz may demand that Exhibitor closes its stand and leaves the Exhibition immediately; failure to do so will result in the exclusion of Exhibitor from taking part in the Exhibition for the entire remainder of the Exhibition period, notwithstanding Partnerzz's right to claim further damages. In such case, Exhibitor has no claim for refund of the Monies paid or for any damages or losses whatsoever.

6.3 Exhibitor shall not be permitted:

- to make use inside the buildings of easily inflammable or radiating material, explosives, gas devices or other dangerous objects; in the case of any contravention, such objects will be taken away without any warning and at the charge of Exhibitor;
- to affix or hang advertising material, to apply paint, lacquer, adhesive or other coating in or outside his stand, on columns, floors, roof constructions, dividing walls, walls, etc.;
- to perforate, nail, paint, stick objects onto or damage in any way any part of the office;
- to damage floors, walls and roofs of the office, to use nails, screws, etc. or to fix on them any object or part of a stand;
- to damage stand equipment, e.g. to paint, to wallpaper, or to drill holes into stand walls;

- to make use of boards or signs with commercial names or marks which might mislead or which might cause prejudice to Partnerzz or to the other Exhibitors or any attendee;
- to build without special authorisation from Partnerzz, platforms or stages in its stand in order to establish separate spaces such as offices, exhibition rooms, bars, etc.;
- to make use of the neighbour's walls or divisions;

Partnerzz will be entitled to judge for it any case not specified or missing in the present Exhibition Rules.

6.4 Stand arrangement plans must be submitted to Partnerzz for preliminary approval. Installations on a stand which do not conform to these plans will be taken away or modified at the charge of Exhibitor, who will not have any right to claim compensation. The general outlook of a stand shall in no way offend the feelings of attendees and it shall fit harmoniously into the general aspect of the Exhibition. Exhibitor will neither block the alleys nor encroach upon them. Under no circumstances will Exhibitor disturb others.

6.5 The use of light, fire, heaters, flammable materials or amplification equipment in the stand is only permitted with the prior written consent of Partnerzz and in accordance with the applicable laws and regulations.

6.6 The provision of refreshments by Exhibitor is only permitted for personal use.

6.7 Partnerzz reserves the right to invoice Exhibitor for a charge covering the expenses of waste disposal.

6.8 Exhibitor is obliged to ensure that the allocated stand is permanently manned during the opening hours of the Exhibition.

6.9 Exhibitor is obliged to leave the allocated stand made in its original condition after the Exhibition. Exhibitor is obliged to observe the schedules set out for the setup (at latest 5 min before AM 10:00) and dismantling of the stand (at latest 5 min after PM 13:00). If Partnerzz considers it necessary to take steps to restore the allocated stand to its original state and confiscate all of the goods of Exhibitor not removed at the end of the Exhibition, the costs incurred (including storage) will be bore by Exhibitor. Partnerzz may retain these goods as security for all the costs and expenses payable to it as a result of Exhibitor's failure to comply with its obligations. If the amount payable to Partnerzz has not been settled within 30 days of Exhibitor's goods being stored, Partnerzz is hereby explicitly empowered by Exhibitor to dispose of the goods. After deduction of all debts payable to Partnerzz, including costs incurred, damage suffered and any fines imposed, the balance will be paid to Exhibitor.

Article 7. REPRESENTATION AT THE STAND

7.1 Partnerzz allows Exhibitor up to 3 Exhibitor representatives on each stand. A maximum of six seats will be allocated to each stand.

7.2 Partnerzz is free to accept or reject Exhibitor representatives at its own discretion. Partnerzz will notify Exhibitor in speaking or in writing of the acceptance or rejection.

7.3 Exhibitor may not permit non-Exhibitor representatives to operate from the stand.

7.4 Exhibitor shall be liable to indemnify and hold harmless Partnerzz for any damages or losses Partnerzz may incur in connection with any Exhibitor representative represented at the stand irrespective of the legal basis therefore.

7.5 Exhibitor may not transfer, rent, sub-contract or resell the stand allocated by Partnerzz to a third party, even if he is in close economic relationship with such third party.

Article 8. PRODUCTS & SERVICES

8.1 As a rule, retail sales of exhibited products/services are forbidden during the Exhibition.

8.2 Exhibitor may not exhibit, advertise, demonstrate or show samples of the products and services not elaborated by Exhibitor, but only those falling in the scope of the Exhibition and mentioned in the Contract application. Any illegal products or services are prohibited.

8.3 The distribution of publications, samples and souvenirs, etc. may be conducted by Exhibitor. Exhibitor is not allowed to distribute advertising objects such as balloons or objects being able to disturb other Exhibitors or any attendee.

8.4 Exhibitor may only make use of the surfaces inside his stand for advertising purposes. It is strictly forbidden to step out of the stand in order to call attendees, and equally Exhibitor is not allowed to draw the attention of attendees by loud-speakers or even by shouting. Advertisements for third parties are strictly forbidden. Partnerzz has the right to seize any unauthorised advertising within the building without having to hear Exhibitor or having recourse to Law.

8.5 Any tasting shall only take place inside a stand. Concentration of attendees in gangways, which are due to demonstrations, shall be avoided.

8.6 The projection of advertising slides or films is not allowed. The same applies to music, radio, and television broadcasts.

8.7 Exhibitor is not allowed to organise lotteries or competitions. Exhibitor may not organise or accept any form of political publicity, or any social gatherings other than those organised by Partnerzz.

On observing any such contravention, Partnerzz may order the closure of the stand without prior warning.

Article 9. PAYMENT TERMS

9.1 All Monies must be paid in accordance with the payment terms set out in the Contract.

9.2 If Partnerzz has not received the Monies by the due date, Partnerzz may immediately and without prior warning cancel the Contract and Exhibitor forfeits all rights to the stand and to exhibit at the Exhibition. The Monies remain payable in full, unless stated otherwise in Article 10.6.

Notwithstanding Partnerzz's rights set out in Article 9.2, Partnerzz is entitled to charge Exhibitor interest at a monthly rate of 50% of the Monies payable by Exhibitor from the due date. The right of Partnerzz to claim further damages remains unaffected.

9.3 Exhibitor is not entitled to set off any payments due or assert a right of retention.

Article 10. CANCELLATION

10.1 If serious circumstances dedicate, whether they are dependent or independent of Partnerzz, Partnerzz has the right to cancel the Exhibition and/or the related Contracts immediately without prior warning. The Monies already paid by Exhibitor to Partnerzz will be refunded to Exhibitor. Apart from the aforementioned refund, Exhibitor is not entitled to claim compensation or damages.

10.2 If Exhibitor is in breach of the Contract including the Exhibition Rules, Partnerzz may cancel the Contract immediately without prior warning. In case of such cancellation, the Monies remain payable by Exhibitor in accordance with the provisions set out in Article 10.6.

10.3 If Exhibitor has not taken up the use of the stand space 15 minutes after the time at which the Exhibition is due to be opened to the public (10:00 AM), or if Exhibitor stated prior to this time that he will not be taking up the space allocated to him, Exhibitor will be considered as having withdrawn, the Contract is automatically cancelled and Exhibitor forfeits all rights to the allocated stand and to any other Services from Partnerzz without further notice or proof of default. The Monies remain payable by Exhibitor. Exhibitor is not entitled to claim compensation or damages.

10.4 Exhibitor is entitled to cancel the Contract at any time. In case of such cancellation, the Monies are payable by Exhibitor in accordance with the provisions set out in Article 10.6 below.

10.5 In case of any cancellation of the Contract, for whatever reason by Exhibitor or Partnerzz, Partnerzz shall have the absolute discretion (but without prejudice to any other right or remedy available to Partnerzz) to reallocate the stand allocated to Exhibitor and to charge Exhibitor the Monies in accordance with the provisions set out in Article 10.6.

10.6 Once the Contract has been concluded and the Contract is cancelled by Exhibitor up until 4 weeks prior to the start of the Exhibition, Exhibitor is not liable to pay the Monies. In the event Exhibitor has already paid the Monies to Partnerzz, Partnerzz will refund the Monies to Exhibitor in accordance with this provision.

If the Contract is cancelled by Exhibitor after 4 weeks prior to the start of the Exhibition, the Monies are payable in full by Exhibitor. Partnerzz is not entitled to charge Exhibitor for any extra costs which Partnerzz may incur by fitting out the stand space which is not being used.

10.7 The notice of cancellation by Exhibitor must be made in writing and sent by email to info@partnerzz.com. The posting date will serve as the reference to calculate the cancellation charges.

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Article 11. INCAPACITY TO DISPOSE OF HIS PROPERTY ON THE PART OF EXHIBITOR

11.1 If Exhibitor is declared bankrupt, requests or obtains a moratorium or otherwise loses or has lost its capacity to dispose of (parts of) its property, or if Exhibitor permanently ceases to trade, the Contract is automatically cancelled. With regard to the Monies still payable by Exhibitor, the stipulations of Article 10.6 apply.

Article 12. LIABILITY

12.0 Partnerzz is not liable for any disputes between Exhibitor and the Management team of the Halles Saint-Géry.

12.1 Exhibitor takes part in the Exhibition entirely at its own risk. The participation to the Exhibition does not imply any guarantee as for a positive commercial result.

12.2 Exhibitor accepts full and sole responsibility for injury or damage to property or person resulting from failure, knowingly or otherwise, to distribute the demonstration material and products in conformity with the maximum floor load specifications.

12.3 Exhibitor indemnifies Partnerzz from and against any and all damages, losses and all third party claims resulting from or related to any act of or attributable to Exhibitor, including any failure to act, or resulting or related to any tort committed by or attributable to Exhibitor.

12.4 Exhibitor is solely responsible for its own demonstration materials and products, and should insure products from loss or damage from any cause whatsoever. It is understood that all property of Exhibitor is in its care, custody, and control in transit to, or from, or within the confines of the Exhibition area.

Partnerzz shall bear no responsibility for the safety of Exhibitor and its representatives.

12.5 Exhibitor agrees to make no claim for any reason whatsoever against Partnerzz for loss, theft, damage or destruction of the products; nor for any injury, including death, to itself or its representatives; nor for any damage of any nature, including damage to his business or personnel property.

12.6 Partnerzz is not liable in cases of force majeure. Force majeure also includes without limitation the situations where the improper or non-performance of Partnerzz is a result of (I) an improper or non-performance of suppliers (of goods or services) of Partnerzz, (II) the materials used by Partnerzz or by third parties, or (III) an improper or non-performance of the company who leases or allows the Exhibition space to Partnerzz.

Article 13. CHANGES AND AMENDMENTS

13.1 Partnerzz at all times reserves the right, if serious circumstances dependent or independent of Partnerzz make it necessary, to change the dates and/or the scope and/or the location of the Exhibition and/or of the stand, as well as the right to alter the design and/or the size of the stand. In such cases, Exhibitor may cancel the Contract. The payment or refund of the Monies shall be subject to Article 10.6 and Exhibitor has no claim for compensation or damages whatsoever.

13.2 Amendments to the Contract or these Exhibition Rules or other related documents must be made in writing and require the explicit consent of Partnerzz.

Article 14. RESOLUTION OF DISPUTES

14.1 In all cases not covered by the Exhibition Rules, Partnerzz's decision will be final, wherever possible after prior consultation with Exhibitor.

14.2 The Contract and the Exhibition Rules and related agreements are governed by the laws of Belgium. Exhibitor declares that it acknowledges and will respect all Belgian laws and all existing legal provisions.

14.3 Notwithstanding Partnerzz's right to address any court in the country of Exhibitor, all disputes will be settled by arbitration in accordance with the rules of arbitration of Belgium. The place of arbitration will be Brussels (Belgium) and the arbitration will be conducted in the French language.

14.4 If a provision of the Contract and/or these Exhibition Rules is fully or partially invalid, the validity of the remaining provisions shall remain thereby unaffected. In such case, the parties undertake to replace the invalid provision by a valid provision coming closest to the commercial purpose of the invalid provision.