

GENERAL CONDITIONS

General Trading Conditions Arti '70 Standbouw B.V.

Article 1: Binding Force

1.1. These conditions are applicable to all legal relationships between Arti70 Standbouw, hereinafter referred to as Arti70, and its counter parties, hereinafter: the customer, and in particular to each stand constructed by Arti70 and made temporarily available for use at trade fairs, exhibitions, etc., as well as all thereto related services for the benefit of a delivered stand or established work such as transport, assembly, furnishing, disassembly, storage and, where applicable, the provision of one or more of its employees in connection with a delivered stand, established work or stand constructions services always under supervision and guidance of Arti70.

1.2. The customer declares that these conditions will also be applicable to all previous and future agreements entered into.

1.3. Deviations from and additions to these conditions are only applicable if explicitly agreed on by Arti70 in writing, and in those cases only to the appropriate agreement. Save for cases of explicit agreement, none of the existing conditions possibly used by the counter party will ever be applicable.

Article 2: Agreements/Offers

2.1. All legally effective quotations/offers submitted by on behalf of Arti70 are – including the price – without obligation, unless otherwise explicitly agreed upon. An agreement can only be effected, whether or not following an offer, if the order has been confirmed in writing or if execution of the order has been factually commenced by Arti70.

2.2. In executing an order Arti70 will at all times be entitled - even without the customer's knowledge - to observe and conform to all prevailing and future rules and regulations prescribed by the instances on whom Arti70 depends in the execution of an order, including trade fair and exhibition proprietors, utility companies and government bodies.

2.3. All offers submitted by Arti70 are based on the prices and specifications prevailing at that time. All images, records and drawings as well as other descriptions and/or samples, artist impressions and examples are rendered as accurately as possible, yet for Arti70 can never be binding. Deviations of minor significance are permissible, while in the event of a model being altered prior to completion Arti70 will be entitled to supply the altered model. Arti70 is at all times entitled to carry out all technical alterations that are necessary for the completion of its concepts/products, even without the customer having prior knowledge or being informed thereof.

2.4. Arti70 at all times remains the owner and titleholder of a temporarily provided stand. The customer explicitly declares only to put the stand and the accompanying materials to temporary use and not, therefore, the floor area or location itself.

Article 3: Delivery Periods/Dates

3.1. Arti70 is obliged to observe all specified or agreed delivery periods/dates to the best of its ability. If Arti70 is required to construct a stand, it will undertake to deliver that stand by no later than one day prior to the opening of the trade fair or exhibition.

3.2. Any information that is required to be provided by the customer, such as drawings, schemes, logos, calculations or other information that is necessary for the execution of activities, must be entirely and correctly handed over to Arti70 in a timely manner, that is to say by no later than 14 days prior to the opening of an exhibition. Should the customer fail to observe the timely, complete and/or correct delivery of this information, Arti70 will be entitled to suspend execution of the agreement until such moment when the customer has provided this information. Additional costs as a result of not promptly given information will be charged to client.

3.3. Unless otherwise explicitly agreed upon, the delivery periods/dates can never be considered final deadlines. Therefore, if the order is not executed in a timely manner, the customer will be obliged to inform Arti70 of a new delivery date.

3.4. Arti70 accepts no liability whatsoever for directly or indirectly sustained damage, such damage including the loss of profit due to breach of a delivery period. Nor can Arti70 in any way be held liable for the breach of a delivery period and damages as a result of inadequate cooperation, information or materials provided by or on behalf of the customer.

3.5. In the event that Arti70 has agreed to carry out installation work, including the supply of materials, for an exhibition stand or has already accepted the materials required for that stand or has rented out the materials required for that stand, all activities executed and constructions completed by Arti70 are considered to be delivered and accepted by the customer as of the moment at which the customer commences the furnishing of the stand.

Article 4: Price and Payment

4.1. The prices agreed on do not include turnover tax and are based on the prevailing pricing factors at the time of offering. Arti70 is at all times entitled to charge interim price increases of the production resources as well as any additional costs on to the customer. All government levies and taxes as well as any increase thereof may also be charged on to the customer by Arti70.

4.2. Payments must be effected either in cash or upon receipt of invoice, and in the latter case within 8 days of the invoice date. Arti70 is at all times entitled to demand full or partial payment in advance. Discounts, deductions or setoffs are not permitted, save for those cases in which Arti70 has given its written approval. If the customer fails the timely observance of his payment obligations he will be obliged to pay Arti70 a monthly default interest of 1.5%, to be calculated as from the invoice date, in which case any part of the month counts as a full month, as well as all extrajudicial costs of collection, which are hereby set at 15% of the amount payable with a minimum of € 300,- excl. (Dutch) VAT and without prejudice to Arti70's right to compensation of the actual and higher costs.

4.3. All claims against the customer become immediately and wholly demandable, equally increased by the previously specified interest and costs, if any other shortcoming attributable to the customer occurs, if his property is seized or if a petition for his bankruptcy is filed. In those cases the customer will by operation of law be in default, regardless of any previous payment agreements.

4.4. Failing timely payment or in the event of any of the above-mentioned circumstances occurring, Arti70 will each time be entitled to suspend or at its own discretion fully or partially terminate this agreement without in any way being held liable for damages of whatever kind.

4.5. Irrespective of the agreed payment term, Arti70 will at all times be entitled to demand adequate security or advance payment from the customer prior to executing the agreement. If any such advance payment or required security is not effected or provided within the specified term, Arti70 will be entitled to terminate the agreement without in any way being liable for damages of whatever kind.

4.6. Payments will firstly be applied to the discharge of due interest and costs of collection and subsequently to the settlement of the - longest outstanding - invoice, even if the customer has specified that payment has been effected for the purpose of settling a different invoice.

Article 5: Quality and Guarantee

5.1. In executing an order Arti70 is obliged to consider the instructions provided by the customer as well as the customer's interests to the best of its ability. Arti70 will do everything possible to ensure that the product(s) it has been ordered to manufacture conform(s) with the agreement as well as with all reasonable requirements of usefulness and reliability.

5.2. The manner in which a given order is executed is determined at the discretion of Arti70. Arti70 is equally entitled to have certain activities carried out by a third party without prior notification of the customer. If a proposed or agreed concept/product cannot be delivered or delivered on time - whether permanently or temporarily - Arti70 retains the right to deliver a replacing or equivalent product.

5.3. Arti70 cannot be held responsible for any consequences due to shortcomings or defects in the stand or the materials it has been supplied, nor for defects due to incorrect, negligent or improper use on the part of the customer, nor for any defects due to alterations made to the stand by the customer. Nor can any minor deviations in measurements, patterns, materials, colouring and the like ever give rise to the rejection of any work completed by Arti70 or the adjustment of prices.

5.4 Arti70 does not in any way guarantee any information or materials provided by the customer, nor any constructions prescribed by or activities carried out by or on behalf of the customer, such activities including the furnishing and display of the stand.

5.5. Save for the above-mentioned obligations on the part of Arti70 and the complaints provisions specified below, a stand is considered to be correctly and completely placed the moment it is his disposal. The customer as of that moment indemnifies Arti70 and its personnel against all possible third party claims related to the customer's use of the stand.

Article 6: Risk. Reservation of Ownership and Retention

6.1. Save for specific or deviating provisions, all risks relating to the sold products are transferred to the customer as of the moment of delivery. In the event of a purchase the following provisions will furthermore be applicable.

6.2. The delivered products remain the property of Arti70 for as long as the appropriate invoice amount - plus interest and consequential costs - has not been paid by the customer.

6.3. Ownership is only first transferred to the customer upon payment by the customer of the full amount owed. The customer is not entitled to transfer any unpaid products to a third party, unless otherwise explicitly agreed upon and save for delivery within regular business operations.

6.4. If the customer fails or is in any way expected to fail in the fulfilment of his obligations, Arti70 will be entitled under reservation of ownership to take repossession of the products delivered, subject to possible crediting. The customer is obliged to ensure that Arti70 is at all times given free access to all products delivered under reservation of ownership wherever these products may be.

Article 7: Complaints

7.1. The customer explicitly commits himself to thoroughly inspect the products sold, supplied or delivered by Arti70 immediately after being made available. Subject to forfeiting all rights of recovery and in view of the particular nature of Arti70's company operations, the customer is obliged to immediately, yet always within 12 hours of delivery, substantiate and submit a complaint in writing - by letter or by fax - to Arti70.

7.2. Deviations relating to weight or quantity as well as visible damage, including that to packaging, must be immediately specified in all transport documents, failing which the customer will not be able to commence any legal proceedings against Arti70. The burden of proving that the products which are subject to complaint are the same as those supplied by Arti70 lies with the customer.

7.3. If a complaint is considered well-founded by Arti70, then Arti70 will at its discretion either still supply the missing product or replace or repair the component in question.

7.4. Complaints, of whatever nature, cannot ever suspend any obligation on the part of the customer. All rights of recovery will in any case lapse in the event that the customer has prematurely put the stand to use, put the stand at the disposal of a third party or at his own discretion made alterations to it.

7.5. Partly in view of the specific nature of the services provided, no complaints can be effectively submitted either during or following the term of availability. Nor will any complaints against Arti70 relating to the accommodation or facilities provided by a third party be sustainable.

Article 8: Force Majeure

8.1. In a situation of Force Majeure on the part of Arti70, the execution of an agreement may at its discretion either be suspended or terminated by means of a written notification stating the circumstances which prevent - further - execution. Such cases cannot ever lead to any payment obligation for damages, save for the payment by the customer of the actual costs incurred by Arti70. In the event of temporary or permanent impossibility to fulfil an obligation due to Force Majeure, the customer will not be entitled to suspend payment.

8.2. Should Arti70 at the moment in which a situation of Force Majeure occurs already have fulfilled its obligations or only partially be able to fulfil its obligations, Arti70 will still be entitled to separately invoice the already executed, or as the case may be yet to be executed, activities. The customer in that case will be obliged to pay that invoice as if it concerned a separate agreement.

8.3. Situations of Force Majeure are in part considered to be circumstances which prevent the execution of the agreement and include war, uprising, wilful damage, fire, water damage, flood, industrial action, sit-down strike, import and export obstruction, government measures, machine defects, power cuts, third party supply of materials and/or transport problems or any circumstance occurring beyond Arti70's sphere of influence.

8.4 The customer will not at any time be entitled to invoke Force Majeure.

Article 9: Liability

9.1. Except in the event of deliberate intent or intentional recklessness, Arti70 cannot ever be held liable towards the customer for any payment of damages exceeding the amount paid out to him by virtue of his liability insurance, or - if such an insurance has not been taken out and/or does not provide coverage - exceeding the total price specified in the agreement in question. Arti70 has insured itself for a certain amount against such a risk at conditions which are not unusual in the sector.

9.2. In the event that Arti70 or as the case may be auxiliary persons act unlawfully, Arti70 will be liable for the payment of damages due to death or personal injury only. In such cases all liability will equally be limited to the maximum amount specified in paragraph 1 of this article.

9.3. Arti70 disclaims all liability resulting from the exceeding of delivery dates, inadequate cooperation on the part of the customer, materials provided by a third party, as well as personal injury or material damage, immaterial damage or consequential damage, such including any loss of profits.

9.4. The customer indemnifies Arti70 against all third party claims arising from an alleged breach of intellectual property. The customer furthermore declares never to breach any intellectual property owned by Arti70 relating to any of the artist impressions, drawings, concepts or other performances it has produced. The customer is furthermore obliged to indemnify Arti70 against all other third party claims relating to the activities agreed on and executed by Arti70, and in entering into an agreement with a third party is obliged where possible to include an exoneration to that effect.

9.5 The customer is familiar with the fact that Arti70 where appropriate will make use of self-employed persons (ZZP-ers) to be able to handle large volumes. Arti70 shall indemnify the customer for claims under this ZZP-agreement.

9.6 The customer recognizes that the staff of Arti70, as well as the self-employed persons (ZZP-ers) or companies have to adhere to the regulations in force at the faircomplex

9.7 Arti70 is registered at the Chamber of Commerce under the law labour Allocation by intermediaries (Waadi).

Article 10: Cancellation

10.1. If a customer cancels an order after having clearly stated his reasons for cancellation on time and in writing and after having obtained explicit permission, the customer will in any case be obliged to compensate Arti70 for all costs it has incurred for order-related goods, both purchased and deliverable, treated or processed materials and raw materials as well as subsequent loss incurred by Arti70, which is hereby set at 25% of the invoice amount, subject to all rights to compensation for loss.

10.2. Cancellations are required to be effected no later than 2 days prior to the agreed supply/delivery date. Subsequent cancellation is not possible, and the provisions of article 4 concerning pricing and payment will be applicable after that date.

10.3. In addition, the customer will be obliged to compensate all cancellation costs and exchange loss and indemnify Arti70 against all possible third party claims arising from that cancellation.

Article 11: Transport and Storage

11.1. Arti70 accepts no responsibility whatsoever for any theft, misplacement, damage, loss etc. occurring during transport of the goods that are required for the stand or furnishing of the stand, unless such an occurrence can be attributed to deliberate intent or gross negligence on the part of Arti70. These goods are not covered by any insurance on the part of Arti70. Nor is Arti70 obliged to take out any insurance against transport risks. If so requested, Arti70 will provide the customer with a quotation for this additional service.

11.2. In the event that Arti70 retains possession of certain goods - whether or not related to stand construction orders - belonging to the customer, Arti70 cannot in any way be held liable for claims on the part of the customer or any third party. These goods, which can be supplemented or removed by the customer, will therefore continue to be stored by Arti70 at the risk and expense of the customer.

Article 12: Third Party Obligations

12.1. The customer explicitly and unconditionally commits himself to fully observe all the rules and regulations of all the organisations and bodies under which the activities executed by Arti70 fall. The customer also declares that he will conform with all the rules and regulations of facilities service providers, among which utility and cleaning companies, and also declares that he is obliged to pay for all expenses connected to the use of the temporarily placed stand. The customer is obliged to pay the costs of such facilities, separately and without setoff, directly to the providers of these facilities, unless otherwise explicitly agreed upon.

12.2. The customer declares towards the party organising the trade fair or exhibition that he will conduct himself in an orderly and prudent manner. Any materials or components that are no longer used after assembly of the stand and that are clearly being disposed of can only be taken into possession by the customer after they have been disposed of - for example in containers placed outside - elsewhere.

Article 13: Several Liability

13.1. If an agreement is entered into between Arti70 and two or more parties, the customers will each be severally liable for the full observance of all obligations arising from that agreement.

Article 14: Choice of Law and Forum

14.1. Each legal relationship with Arti70 is exclusively governed by Dutch law. All stipulations of the Vienna Sales Convention are - even insofar as relevant - excluded.

14.2. The parties explicitly and unconditionally choose as their address for service the business address of Arti70, therefore in Meerkerk, the Netherlands, where the agreement must be considered to have been formed.

14.3. Any dispute or thereto related dispute arising between the parties will in first instance be exclusively settled by the district court of Dordrecht, the Netherlands, unless Arti70 chooses to favour the court under whose jurisdiction the customer's registered office falls.

14.4. These terms and conditions are drawn up in Dutch and English. In case of any discrepancies the Dutch text shall prevail.

Article 15: Special Rental Provisions

15.1. In the event of a rental agreement being entered into, or at least an agreement containing matters of rental, the following provisions 16 up to and including 18 will be applied in addition to the foregoing articles.

15.2. In the event of a conflict arising between the articles 16 to 18 and the other provisions of these general conditions, the first-mentioned articles will prevail.

Article 16 Rental Period and Instalments

16.1. The rent is effected on the agreed date, or if no specific effective date has been agreed on or if, by mutual consent, delivery takes place on an earlier date than the agreed effective rental date, on the delivery date of the rented item(s). Delivery is considered to be the actual availability of the rented item(s) on the part of the customer.

16.2. The delivery date and return date on the part of the customer or date of repossession by Arti70 are included in the rental period. If the rented item(s) is/are returned by the customer before the agreed and

specified final rental date, the customer will nevertheless be obliged to pay rent for the entire agreed and specified period.

16.3. If a rental agreement has been entered into for a specified period, it will be tacitly renewed upon expiry of that period until notice of termination is given. As of the renewal date, Arti70 will at all times be entitled to adjust the rent to the level of the prevailing rent that is charged by Arti70 at the time of renewal. Arti70 nevertheless retains the right not to renew the rental agreement upon expiry of the agreed specified period.

16.4. A rental agreement entered into for an unspecified period or renewed in accordance with paragraph 3 of this article can be terminated by either party in writing with due observance of a one days' notice period.

16.5. All rent is due and in each case will be invoiced by Arti70 for the duration of the trade fair plus the days that are required for the assembly and disassembly of the trade fair, or as the case may be any other period mutually agreed on by the parties. The customer is obliged to pay the invoice in question in accordance with article 4.

16.6. Notwithstanding the provisions of paragraph 3 of this article, the rental agreement only first expires on the day on which the rented item(s) has/have in their entirety been returned by the customer to Arti70 undamaged and in an orderly manner or, if such an arrangement has been made, has/have been collected by Arti70, in which case either Arti70 or the furniture supplier are obliged to immediately, yet no later than 24 hours following closure of the event, be present to collect the rented item(s).

Article 17: Maintenance, Use and Return/Collection

17.1. Upon commencement of the rental period, Arti70 will be entitled to inspect the rented item(s) or have it/them inspected, failing which the rented item(s) will be presumed delivered in good condition, in their entirety and according to agreement. If Arti70 is required to deliver and assemble the rented item(s) at the customer's location or at a location designated by the customer, the rented item(s), with the exception of those subject to any written complaint submitted by the customer within twelve hours of delivery and assembly will then, or as much earlier as the time at which the event for which the rented item(s) will be used commences, be considered to have been delivered in good condition, in their entirety and according to agreement.

17.2. The customer is obliged to manage the rented item(s) with due care throughout the rental period. The rented item(s) may only be used in such manner as to correspond with their nature and destination. All costs incurred due to faulty or improper use or maintenance as well as damage and repair - caused for whatever reason or by whoever is responsible - will be paid by the customer, save for those cases in which the provisions of article 18 are applicable. Minor repairs carried out during the rental period will at all times be paid for by the customer.

17.3. The customer is explicitly forbidden without the prior written approval of Arti70 to:

- make the rented item(s) available to any third party, whether or not against payment, or in any way surrender the use of the rented item(s);
- have repairs carried out on the rented item(s);
- transport the rented item(s) or have it/them transported to any other location than agreed on with Arti70;
- fully or partially transfer any rights from the rental agreement to any third party;

17.4. In the event that the rented item(s) is/are seized or an application or petition for a moratorium, liquidation or administration is submitted or filed against the customer, the customer will be obliged to immediately inform Arti70 thereof. Arti70 is entitled to mark the rented item(s) with outward signs, thus enabling its/their owner(s) to be identified. The customer is obliged to ensure that these signs are at all times clearly visible and is prohibited to remove these signs.

17.5. All packaging material provided by Arti70 will at all times remain the property of Arti70 and must be used by the customer during transport of the rented item(s).

17.6. Upon expiry of the rental period, the rented item(s) and all packaging materials are required to be clean and must be returned in their original state. Any added or attached facilities or materials are required to be removed. If the customer fails to return the item(s) in its/their original state, Arti70 will be entitled to charge all costs of repair or remedy to the customer. The customer upon returning the rented item(s) is entitled to have this/these item(s) inspected by an expert whose findings will serve as conclusive evidence as to the state of the rented item(s). Any costs of repair or replacement will be paid for by the customer upon first invoice and request by Arti70, in which case the obligatory and appropriately specified invoice submitted by the customer will serve as conclusive evidence.

Article 18: Liability and Risk Insurance Regulations for Damage

18.1. The customer is fully responsible for the loss, and fully liable for the loss and damage, of the rented item(s) for the entire period during which the rented item(s) remain under his control. In the event of loss, the customer will be obliged to compensate the lost item(s) at its/their new value.

18.2. For the entire period in which the rented item(s) is/are under his control, the customer is obliged to have the rented item(s) insured for its/their full new value by an insurance company of good name and reputation against fire, theft and other risks against which property such as the rented item(s) is/are reasonably required to be insured. If so requested by Arti70, the customer will be obliged to immediately hand over copies of the policy(conditions) as well as proof of payment of the insurance premiums. The sum insured is in any case required to cover:

- In the event of irreparable damage: all costs incurred by Arti70 due to the replacement of the rented item(s) by equivalent new items, including transport and installation costs;
- In the event of partial loss or damage: all costs of repair or partial replacement, including transport and installation costs, unless the rented item(s) are damaged to such an extent that the costs of repair or (partial) replacement including transport and installation costs exceed the current market value of the item(s) in question, in which all parties will be obliged to act as if there existed a situation of irreparable damage;

18.3. The customer will each time be obliged to immediately inform Arti70 of the damage or loss of the rented item(s) and, in the event that the customer may reasonably be assumed to establish the occurrence of theft or deliberate damage, report to the police within 24 hours and immediately thereafter submit the original report to Arti70.

These conditions have been filed at the court registry of the district court of Dordrecht on 9 March 2015 under registration number AL 20/2015.