



## General Terms and Conditions

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These General Terms and Conditions are applicable when participating or visiting an Event that is organised by Green Retail Events B.V. ('GRE').

### Article 1 - Definitions

Capitalised terms used in these General Terms and Conditions have the following meanings:

- 1.1 **Applicant:** each natural or legal person who has submitted an Application Form to be a Participant in an Event, regardless of whether this application has been accepted by GRE;
- 1.2 **Application Form:** the online or other form by which a potential Participant applies to take part in an Event;
- 1.3 **Event:** the event to be put on by GRE, usually a (trade) show;
- 1.4 **General Terms and Conditions:** these General Terms and Conditions of GRE, which apply to both Participants (e.g. exhibitors) and Visitors. The latest version can be found via our website [www.plantariumgroendirekt.nl](http://www.plantariumgroendirekt.nl);
- 1.5 **GDPR:** General Data Protection Regulation;
- 1.6 **Participant:** every natural or legal person who has submitted an Application Form to be a Participant in an Event and with whom GRE has entered into a Participation Agreement. The Participation Agreement shall enter into force once the Participant has received a confirmation from GRE by email;
- 1.7 **Participation Agreement:** the agreement between the Participant and GRE on the basis of which the Participant is entitled to take part as such in the Event;
- 1.8 **Participation Costs:** the total costs payable by the Participant to GRE and comprising the Application Fee, Stand Hire and, if applicable, Stand Build-up charge;
- 1.9 **Privacy Legislation:** European and national regulations governing the protection of Personal Data, including the GDPR;
- 1.10 **GRE:** Green Retail Events B.V., which has its offices at Engelandlaan 70-72, 2391 PN Hazerswoude-Dorp, the Netherlands, and is listed in the Trade Register of the Chamber of Commerce under number 85463868;
- 1.11 **Specific Event Terms:** the Specific Terms applicable to an Event. In the event of conflict, the Specific Event Terms will prevail over the General Terms and Conditions;
- 1.12 **Stand Build-up:** the construction and fitting out of the Stand Space, including the provision of gas, water, water drainage, power supply, and other connections at the Stand Space;
- 1.13 **Stand Hire:** the costs of hiring such number of square metres of floor area as determined by GRE for a Stand Space and any costs of the Stand Space;
- 1.14 **Stand Space:** the stand and accompanying square metres hired by a Participant at an Event;



## General Terms and Conditions

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- 1.15 **Venue:** the fixed or temporary accommodation/building where the Event takes place;
- 1.16 **Visitor:** a natural or legal person who attends an Event organised by GRE, either directly or indirectly, as visitor, exhibitor, supplier or in any other capacity. With or without having directly or indirectly concluded an agreement with GRE or a Third Party.

Terms written in the singular include the plural and vice versa, insofar as the text requires.

### Article 2 - Applicability of the General Terms and Conditions

If and insofar as any provision of the General Terms and Conditions is null and void or is avoided, the other provisions of these General Terms and Conditions will remain in force in full. GRE will then adopt a new provision to replace the provision that is null and void or has been declared avoided, taking account as far as possible of the tenor of the former provision.

### PARTICIPATION IN AN EVENT

#### Article 3 - Application

- 3.1 An application to participate in an Event should be made by completing the Application Form, which can be obtained directly from GRE in hard copy or through GRE's online application module. The completed and duly signed Application Form must be submitted to GRE. If the Application Form is completed and signed by someone other than a legal representative of the Applicant, the correct name and contact details of a legal representative of the Applicant must be filled in on the Application Form.
- 3.2 The Applicant warrants that the data supplied with his application are correct and that the legal representative listed on the Application Form is duly authorised to represent him.
- 3.3 GRE will enter the data obtained from Applicants in a database kept by it for this purpose. Applicant is aware of and agrees with the Privacy Statement of GRE.
- 3.4 Applications which cannot be accepted immediately owing to lack of space may be put on a waiting list. A decision on these applications shall be made before the opening of the relevant Event. Stand Space that falls free as a result of cancellation will be allocated in the same manner.
- 3.5 GRE reserves the right to refuse an application at its own discretion.
- 3.6 If GRE refuses an application, it will refund any payments (including down payments) and will refrain from collecting the Application Fee.
- 3.7 The Participation Agreement is concluded solely by acceptance by GRE of the application, whereupon the Applicant becomes a Participant. Acceptance shall be confirmed by GRE to the Participant by email.

## General Terms and Conditions

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- 3.8 In allocating the Stand Space, GRE will take as much account as possible of the preferences of the Participant. The allocation of the Stand Space is binding on the Participant as regards both its dimensions and its location in the Venue.

### Article 4 - Cancellation and stand reduction

- 4.1 Requests by a Participant to cancel or change a Participation Agreement (i.e. to reduce the number of square metres of Stand Space) may be submitted in writing or by email. GRE may grant such a request on condition that the Applicant in any event pays the subsequent cancellation fee, which is based on a fixed percentage of the Participation Costs:
- upon cancellation up to 182 days before the first Event build-up day: 25% of the Participation Costs;
  - upon cancellation in the period from 182 to 91 days before the first build-up day of the Event: 50% of the Participation Costs;
  - upon cancellation in the period from 91 to 31 days before the first build-up day of the Event: 100% of the Participation Costs;
  - upon cancellation in the period up to and including 31 days before the first build-up day of the Event: 120% of the Participation Costs;
- or such higher amount as is due in the GRE's opinion as compensation for the costs incurred or yet to be incurred as a result of the cancellation or amendment.
- 4.2 The VAT owed on the fees referred to in this article will also be charged.

### Article 5 - Changes

- 5.1 In extenuating circumstances, GRE has the right to amend the dates and times of an Event as stated in the Specific Conditions, the Stand Space, stand type and/or stand location allocated to the Participant or, in exceptional circumstances, to change the concept of the Event or to cancel the Event. In such case, the Participant shall not be entitled to claim compensation for any costs and/or loss or damage incurred.
- 5.2 Changes to dates, times, Stand Space, stand type and/or stand location or to the concept of the Event do not entitle the Participant to cancel his application in whole or in part.
- 5.3 If the Event is cancelled, the Participation Agreement will lapse. In such case, GRE will refund all payments made by the Participant to GRE, with the exception of the Application Fee and after deducting the costs already incurred by GRE in respect of the Event. Such costs will be wholly or partly apportioned among the Participants on a pro rata basis according to the Stand Space allocated to them. This refund will be made within 60 days after the date on which GRE has publicized the cancellation of the Event.

### Article 6 - Admission prices and admission tickets

- 6.1 GRE may fix an admission price for the Event which applies to all visitors.
- 6.2 Participants will receive a number of admission tickets, specified in advance, which shall provide continuous admission to the Event. These admission tickets are personal and may not be sold on or used by persons other than the Participant.

## General Terms and Conditions

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### Article 7 - Event programme and participants

- 7.1 The Specific Event Terms shall describe the goods and services which will be exhibited at the Event. GRE has the right to refuse goods and services or immediately remove goods and services - or arrange for their removal – from the Event without owing any compensation for such removal and without having to give reasons, even if the goods and services in question are as stated on the Application Form and/or in the Specific Event Terms. Any costs incurred in connection with such removal will be borne by the Participant.
- 7.2 For marketing purposes GRE can take photographs and/or make film recordings of the Event and the Stand Spaces and persons present there. GRE will ask consent for this purpose if needed. Participants and staff engaged by them must permit publication and/or distribution of the photographs and recordings and indemnify GRE against any claims in this respect.

### Article 8 - Payment obligations

- 8.1 The Participant owes the Participation Costs specified in the Specific Event Terms and any other amounts specified in the Specific Event Terms. All amounts owed will be increased by the VAT due on them.
- 8.2 The Participation Costs will be invoiced in two instalments prior to the Event. The first instalment will be 25% of the Participation Costs, and will be charged after the Participation Agreement has become effective, but not earlier than 182 days before the start of the Event. The second instalment will be 75% of the Participation Costs and will be charged, in principle, three months before the start of the Event, unless provided otherwise in the Specific Event Terms. For the purpose of calculating the Stand Hire charge, part of a square metre will be treated as a full square metre.
- 8.3 If the Participation Agreement becomes effective within three months before the start of the Event, the Participation Costs will be invoiced in one instalment of 100%.
- 8.4 If the Participant considers that he does not owe all or part of an invoice, he should inform GRE in writing or by email, giving reasons, within ten days of the date of the invoice, failing which any right to reduction of the invoice amount will lapse.
- 8.5 GRE is entitled to set off payments made by a Participant, first of all against any outstanding debts owed to GRE.
- 8.6 Unless the invoice in question specifies an alternative due date the Participation Costs and all other monies payable shall be paid within fourteen (14) days of the invoice date. If the Participant fails to pay the Participation Costs or any other monies payable to GRE (in full) prior to the commencement of the build-up period, despite a written or verbal notice or notice of default, GRE has the right to deny the Participant access to the (build-up of the) Event and/or to regard the Participation Agreement as terminated with immediate effect. In such a case the Participant will still be required to pay the Participation Costs and all other monies payable to GRE 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 Event and/or termination of the Participation Agreement.

## General Terms and Conditions

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### Article 9 – Build-up, vacation and breakdown

- 9.1 If the Participant intends to make use of a 'ready to use booth' (shell scheme stands) offered by GRE, the Participant is responsible for the decoration of the stand allocated to him and do so in accordance with the Specific Event Terms and any other instructions given by GRE.
- 9.2 If the Participant intends to build his own stand, the Participant should construct and fit out the Stand Space on the stand location allocated to him and do so in accordance with the Specific Event Terms and any other instructions given by GRE.
- 9.3 When vacating, dismantling and cleaning Stand Space, the Participant must strictly comply with the relevant instructions given by GRE, including the Specific Event Terms. If the Participant fails to meet his obligations, GRE shall be entitled to dismantle and clean the Stand Space at the expense of the Participant.
- 9.4 The Participant is obliged, after the end of the Event, to restore the hired Stand Space to its original state. Any damage to the Stand Space and/or the Venue will be borne by the Participant.
- 9.5 The goods of the Participant that are still present in the Venue after the period(s) referred to in article 10.1 may be stored or destroyed at the expense and risk of the Participant.

### Article 10 - Use of stand space and Venue

- 10.1 The Participant shall have access to the Venue solely for the purpose of constructing, fitting out, using and dismantling of the Stand Space (or arranging for it to be constructed, fitted out, used and dismantled) during such period(s) as are specified in the Specific Event Terms.
- 10.2 The Participant is obliged to strictly comply with the instructions given by or on behalf of GRE, the Municipality, the fire brigade and other authorities.
- 10.3 Gangways and paths must be kept completely free at all times. GRE is entitled to clear the paths and keep them clear (or arrange for this to be done) at the expense of the Participant.
- 10.4 Unless expressly agreed otherwise in writing with GRE, the Participant is not permitted to:
  1. hire out or part with possession of all or part of the Stand Space occupied by him to third parties, or exchange it with another Participant;
  2. keep the Stand Space occupied by him closed or unstaffed during the time in which the Event is open to visitors or to cover and/or remove the exhibited goods or part thereof;
  3. engage in activities which, in the opinion of GRE, cause damage to or detract from the Event as such, or one or more Participants, visitors, groups of visitors or third parties;



## General Terms and Conditions

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4. engage in activities that cause damage or nuisance to GRE, Participants and/or visitors, namely noise nuisance, obstruction of light or view or nuisance in any other form;
5. engage in activities that disrupt or are likely to disrupt fair competition;
6. project images, amplify speech by means of loudspeakers, and play music (live or otherwise) and/or make sounds that reach the limit of seventy-five decibels (75dB(A)) (measured at the perimeter of the Stand Space);
7. make changes in or to the Venue, for instance by gluing, painting, hacking in, breaking, drilling, nailing or otherwise damaging floors, walls, ceilings, columns and so forth;
8. offer or advertise - at or from the Stand Space - goods and services that are not listed by name in the application form or have been refused or removed on GRE's instructions;
9. place or hand out goods and/or advertising material (flyers) of any kind whatsoever outside the Stand Space occupied by him;
10. use the partition walls of the adjacent Stand Spaces;
11. exhibit or otherwise use open, flowing, sprayed and/or atomised liquids at or in the vicinity of the Stand Space during the Event, without GRE's written approval;
12. have any flammable or explosive substances, gases and hazardous goods (including chemical pesticides and insecticides), foul-smelling substances or radioactive sources in the Venue and/or have any open fires;
13. bring food and/or drinks into the Venue or cause the same to be done, and/or stock or sell them and/or distribute them free of charge, unless they have been purchased from GRE and unless this is done in accordance with the provisions of the applicable laws and regulations;
14. conduct or arrange for surveys among visitors to and Participants in the Event, other than within his own Stand Space.

10.5 The final decision on the use of the Stand Space and/or the Venue by the Participant rests with GRE.

### **Article 11 - Intellectual property rights**

- 11.1 The Participant is not permitted to display, offer and/or sell any goods or services in the Venue which infringe another person's intellectual property rights. For this purpose intellectual property rights are deemed to include any patent, trademark, design right, copyright, know-how or domain name (or application for the same).
- 11.2 If infringement has been established in a judicial ruling, GRE is entitled to remove the goods concerned (or have them removed) at the expense and risk of the Participant, deny the Participant access to the Event and take whatever other measures that it considers necessary, without prejudice to the provisions of article 14.
- 11.3 GRE is the owner of the intellectual property rights relating to the Event. GRE may grant written permission to Participants and other third parties to use these intellectual property rights in such manner as GRE may direct.

### **Article 12 – Catalogue and Website**



## General Terms and Conditions

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GRE may, for the purposes of the Event, publish a catalogue or set up an internet site (or arrange for this to be done) describing the Participants present during the Event and their goods and services. The Participants are obliged to provide the requisite information to GRE for this purpose. Neither GRE nor any third parties engaged by it will be liable for errors, defects or omissions in the catalogue and/or on the Internet site, unless there has been intent or deliberate recklessness on the part of GRE (and/or third parties engaged by it).

### **Article 13 - Risk and liability**

- 13.1 Goods of a Participant, including their packaging, present in the Venue are at the expense and risk of the Participant. GRE does not concern itself with the security or insurance of the goods.
- 13.2 The Participant is responsible for obtaining the requisite licences and permits for his participation in the Event and for Event-related activities as well as for complying with the laws and regulations applicable to his activities.
- 13.3 GRE is not liable for any loss or damage suffered directly or indirectly by a Participant, by his personnel, by persons working on the instructions of the Participant, by the holders of admission tickets issued to the Participant or by his visitors, unless in case of gross negligence or wilful intent on the part of GRE.
- 13.4 The Participant is liable for and must take out adequate insurance against any and all loss or damage of any nature whatever that is caused by acts or omissions of the Participant himself, his personnel, persons who work for him or on his instructions in any way whatever, and holders of admission tickets issued to the Participant, and for loss or damage which is caused in any way by his goods and services.
- 13.5 The Participant indemnifies GRE against any and all claims that third parties may bring against GRE in connection with its acts or omissions.
- 13.6 GRE shall not be obliged to intervene in any disputes to which it is not party, with the exception of article 11.2, including but not limited to disputes between Participants and disputes between Participants and Visitors.
- 13.7 Any liability of GRE is limited to the amount paid out under the terms of GRE's liability insurance, provided always that, in the absence of cover, GRE's liability is limited to the Participation Costs owed by the Participant on the basis of his application.
- 13.8 Participants are present in the Venue at their own expense and risk

### **Article 14 - Non-performance**



## General Terms and Conditions

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Where a Participant, his personnel, persons working for or on the instructions of the Participant and holders of admission tickets issued to the Participant act in breach of any provision of the Terms and Conditions of Participation or fail to follow an instruction given by or on behalf of GRE, GRE is entitled, without recourse to the courts and, where necessary, at the expense of the Participant, to take whatever measures it sees fit, including but not limited to the following:

- terminate all or part of the Participation Agreement, without the need for prior notice of default; and/or
- cancel the admission tickets issued to the Participant and bar the person(s) concerned from the Event and/or the Venue with immediate effect; and/or
- cancel or discontinue the build-up of the Stand Space, close or vacate all or part of the Stand Space (or arrange for this to be done), and dispose of the Stand Space thus released or left unoccupied; and/or
- keep possession of, store and, if necessary, destroy the goods of the Participant and anything constructed or installed by the Participant; and/or
- exclude the Participant concerned from participating in the Event and any other Events to be organised; and/or
- if the Participant fails to pay the Participation Costs on time or in full, charge the statutory commercial interest and extrajudicial costs of collection on the amount of the claim(s);

notwithstanding GRE's right to claim full compensation for any loss or damage suffered and/or yet to be suffered.

### Article 15 - Privacy

- 15.1 Personal data will be exchanged between GRE and the Exhibitor when performing the services agreed under the Participation Agreement. Both parties are controller when Processing Personal Data according to the applicable Privacy Legislation. Parties will conclude a separate Data Processing Agreement if a Party acts as a Processor with regard to a specific service.
- 15.2 The Exhibitor and GRE will process the Personal Data carefully and in accordance with the applicable Privacy Legislation. The Parties will, among other things, implement appropriate technical and organizational measures according to article 32 GDPR to secure the Personal Data.



## General Terms and Conditions

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### VISITING THE EVENT

#### **Article 16 - Ticket sales / offers / prices**

- 16.1 All offers, (programme) announcements and communications by GRE or by Third Parties or other information and quotations supplied in relation to the Events are without engagement. GRE accepts no liability for any errors in announcements, offers, communications or other information and quotations supplied by GRE and/or Third Parties to the Visitor, or for errors made in the sale (or advance booking) of tickets by Third Parties, including the advanced booking offices.
- 16.2 Visitors are obliged at all times, on request, to show their admission ticket (and any card entitling them to a discount on this ticket) to officials of GRE/Third Parties who are recognisable as such. The admission ticket should in any event be shown by the Visitor when entering (or re-entering) the Venue or the relevant area in the Venue.

#### **Article 17 - Presence in the Venue**

- 17.1 While present in the Venue Visitors should not act in a manner contrary to public order, morality or the rules of propriety resulting from the nature of the Event visited. In this connection Visitors are also obliged to strictly comply with all directions and instructions given by officials of GRE/Third Parties who are recognisable as such. If, in the reasonable opinion of an official of GRE/Third Parties who is in a position of authority, Visitors act in a manner contrary to these standards, directions or instructions, they may be denied further access to the Venue for the Event concerned, without thereby becoming entitled to enforce any right to a refund of the price of their admission ticket or of other costs.
- 17.2 Visitors are not permitted, among other things, to:
- a) offer goods of any kind for sale or distribute them free of charge to third parties in the Venue;
  - b) bring pets or other animals into the Venue;
  - c) bring foodstuffs and/or beverages (whether alcoholic or otherwise) into the Venue;
  - d) bring objects or substances into the Venue or carry such objects or substances with them if, in the opinion of an official of the Venue, the objects or substances are dangerous or hazardous or may cause a nuisance to other visitors;
  - e) smoke in the Venue.
- 17.3 GRE reserves the right to make or commission video and/or sound recordings of an Event at which Visitors are present. A Visitor may not object for reasons of copyright or on other grounds to the use of his/her portrait/likeness when such recordings are published.

## General Terms and Conditions

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### Article 18 - Liability of GRE

- 18.1 Visitors are present in the Venue at their own expense and risk.
- 18.2 GRE will be liable for damage to property and/or consequential loss or damage suffered by a Visitor or injury caused to a Visitor only if this is directly and exclusively attributable to intent or deliberate recklessness on the part of GRE and/or its officials, provided always that only loss or damage for which GRE is insured (or for which it should, by the standards of reasonableness and fairness, have been insured) is eligible for compensation. The liability of GRE is excluded for, among other things, the following:
- a) loss or damage as a consequence of the actions and caused in any way by third parties and/or other Visitors;
  - b) loss or damage as a consequence of a failure to comply with instructions given by officials of GRE/third parties or a failure to observe the rules of propriety that are generally applicable;
  - c) loss or damage, including consequential damage, as a consequence of unforeseeable changes to the opening and closing times of Events to which the agreement between GRE/third parties and the Visitor relates;
- 18.3 GRE will never be liable for loss or damage suffered by a Visitor as a consequence of force majeure affecting GRE. For this purpose force majeure is deemed to include every independent circumstance beyond the control of GRE (even if this could already have been foreseen as a possibility when the agreement was concluded) which temporarily or permanently prevents performance of the agreement.

### Article 19 - Claims / complaints

- 19.1 Complaints about the implementation of the agreement between GRE and a Visitor should reach the management of GRE by registered letter preferably immediately and in any event within two (2) months after implementation of the agreement. Complaints submitted after this period will no longer be considered by GRE.
- 19.2 As the subject of the following complaints and circumstances is beyond the control of GRE, such complaints and circumstances cannot, in principle, result in claims or, consequently, any obligation on the part of GRE to pay compensation:
- a) complaints and circumstances relating to changes in the programme including, but not limited to, changes in the cast or in the composition of the programme, cancellations or changes in the dates of Events;
  - b) complaints and circumstances relating to the quality of the implementation of the events to which the agreement between GRE and the Visitor relates;
  - c) complaints and circumstances relating to nuisance or inconvenience caused by other Visitors, including, but not limited to, noise nuisance, inappropriate behaviour, theft and wilful damage;

## General Terms and Conditions

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- d) complaints and circumstances relating to nuisance or inconvenience caused by maintenance work on the Venue or the consequences of such maintenance work which may reasonably be carried out at that time;

### **Article 20 - Personal data**

Personal data of the Visitor are processed by GRE and any third party processors in accordance with the General Data Protection Regulation (GDPR). More information can be found in our Privacy Statement.

### **Article 21 - Disputes**

- 21.1 The General Terms and Conditions and all legal relations which may arise between GRE on the one hand and the Participant and/or Applicant and/or Visitor on the other will be governed exclusively by Dutch law.
- 21.2 In the event of disputes resulting from the General Terms and Conditions and/or Specific Event Terms or legal relationships arising from them, the Parties will first of consult together in order to attempt to resolve this dispute by amicable means. If the Parties do not succeed in this, a dispute as referred to above will be decided exclusively by the competent court in Amsterdam, without prejudice to the right of appeal and appeal in cassation.

### **Article 22 - Residual provision**

- 22.1 GRE will decide on all matters for which the General Terms and Conditions and/or Specific Event Terms make no provision or in all cases in which they are deemed unclear.
- 22.2 This English text of the General Terms and Conditions is a translation of the Dutch original. If the Dutch and English texts of the General Terms and Conditions are unclear or mutually inconsistent the Dutch text will prevail.
- 22.3 GRE reserves the right to alter the General Terms and Conditions and/or Specific Event Terms. Once the General Terms and Conditions and/or Specific Event Terms enter into force, they will replace all previous General Terms and Conditions and/or Specific Event Terms, unless expressly indicated otherwise by GRE.