

## Conditions of participation

These conditions of participation have been drawn up by HISWA Multimedia BV and apply to participation agreements for the exhibition and/or other events organised by HISWA Multimedia BV. HISWA Multimedia BV exercises the greatest care in ensuring that the events it organises for the exhibitors run smoothly. In light of this, it will monitor compliance with the conditions laid down and requests that exhibitors inform HISWA Multimedia BV in the event that infringement of these conditions is observed.

### Article 1: Definitions

The following definitions are included in these conditions:

- a. Cancellation: Written termination of the agreement by the exhibitor;
- b. Cancellation fee: The cost of cancelling the agreement that will be charged to the exhibitor by the organisers;
- c. Exhibitor: Any natural person or legal entity that registers to exhibit at the Amsterdam in-water Boat Show and has signed an agreement with the organisers to participate in the exhibition.
- d. Exhibitor fee: The basic fee owed by the exhibitor to participate in the exhibition;
- e. Amsterdam in-water Boat Show: The annual boat show organised by the organisers called the Amsterdam in-water Boat Show;
- f. The organisers: HISWA Multimedia BV;
- g. Agreement: The agreement between the exhibitor and the organisers with regard to exhibiting at the Amsterdam in-water Boat Show;
- h. Final invoice: The final invoice sent after the exhibition has ended that lists the outstanding fees owed by the exhibitor. This may include fees as a result of additional products or services (such as electricity) used during the exhibition;
- i. Stand building: The set-up and decoration of the stand, including connecting the stand to gas, water, drainage, electricity, telephone service, etc.;
- j. Exhibition: The event organised by or in collaboration with HISWA Multimedia BV;
- k. Exhibition grounds: The total exhibition accommodation/location as determined by the organisers.

### Article 2: Registration

1. The exhibitor must register to participate in the event online via the HISWA website ([www.hiswa.nl/hiswatewater](http://www.hiswa.nl/hiswatewater)).
2. Each company, organisation or institution must register separately for the event.
2. Registrations are considered to be an irrevocable offer from the exhibitor for a period of 14 days. Once the offer has been accepted by the organisers an agreement will be drawn up.
3. Notification of acceptance as mentioned above will be sent by e-mail to the address given by the exhibitor on the registration form.
4. The organisers reserve the right to deny registration.
5. In accepting the registrations received, the organisers prioritise as follows:
  - a. Members of the HISWA Association will be given priority over businesses, organisations and institutions that are non-members. Applications from non-members will be processed in the following order:
    - manufacturers - importers that have a mandate from the manufacturer - dealerships that have a mandate from the manufacturer - importers and dealerships that do not have a mandate from the manufacturer but are exhibiting new, never-previously exhibited products - importers and dealerships exhibiting previously exhibited products - importers and dealerships exhibiting previously exhibited products and with a secondary mandate from the manufacturer - other companies, organisations or institutions.
6. The organisers will determine the location and size of the stand/berth for each exhibitor. They will do so as soon as possible and their decision is final. If the allocated dimensions deviate more than 15% from the dimensions submitted by the exhibitor, the exhibitor has the unilateral right to cancel the agreement in writing within five working days of allocation.
7. Adding an extra name of a company associated with the exhibitor to the stand location/berth rented by the exhibitor is only allowed with the organisers' permission and at an additional fee (€623). These associated companies should always be connected to the exhibitor's main company. Members of the HISWA Association who have paid their membership fee will receive a 15% discount on these additional fees. The associated company is liable to the same conditions as the exhibitor.

### Article 3: Conditions of participation

1. Exhibitors in the Amsterdam in-water Boat Show 2011 can only exhibit or offer the following products and/or services:  
new pleasure boats
  - a. water sport-related services and accessories, at the discretion of the exhibition organisers
  - b. pre-owned pleasure boats \*)

\*) *A separate part of the exhibition is designated for pre-owned pleasure boats.*

Boat brokers and dealers must request advance permission in writing from the manufacturer(s) and/or importer(s) of the boat/boats to exhibit the products.
2. Legal entities and partnerships whose sole purpose is to exhibit together are not permitted to exhibit at the exhibition.
3. Paragraph 2 applies in full if the exhibitor is participating in the capacity of a dealer. Dealers are also permitted to exhibit second-hand boats. If the exhibitor is participating in the capacity of a dealer, the exhibitor must submit advance written permission to do so from the owner as well as the manufacturer(s) and/or importer(s) of the boat to the organisers.
4. In specific cases and at the request of the exhibitor, the organisers may provide written permission for the exhibition of other products and/or services. The organisers will take a decision on this within the context of the purpose of the exhibition. The organisers' decision is final.
5. Up to one week before the exhibition opens, the exhibitors may submit a written request to the organisers for permission to make a change to the products to be exhibited.
6. The organisers may grant or refuse the proposed change at their discretion.
7. Should the exhibit be changed, this will have no consequences for the payment of any previously sent invoices, unless agreed otherwise.
9. The exhibitor is only permitted to place its own name on the stand location/berth rented, unless at the request of the exhibitor the exhibitor has been granted written permission from the organisers to add the name of another company affiliated with the exhibitor. The organisers may attach additional conditions and/or fees to granting this permission.
10. The exhibitor is obliged to indicate on the conditions the name of the other named company and indemnifies the organisers from all claims from the named company in so far as the liability of the organisation would be excluded if the exhibitor were to bring this claim against the business.

### Article 4: Quality, serviceability and CE-mark

1. All pleasure boats/yachts being offered for sale at the exhibition must carry the CE-mark.
2. The CE-mark is unnecessary only in cases where it is clearly indicated that the vessel on show is not intended for sale.
3. Vehicles to be exhibited must meet all quality and serviceability standards.
4. Should, for whatever reason, any doubt arise about the obligations referred to in this article, the organisers reserve the right to hire an expert to carry out an investigation. If the expert concludes that the vehicle fails to meet the standards, the exhibitor is liable for the cost of the inspection and the organisers are entitled to decide not to admit the vessel to the exhibition or to remove it at the exhibitor's expense.

### Article 5: Payment conditions

1. Exhibiting fees are included in a separate appendix entitled 'Fees 2012'.
2. The exhibitor is obliged to pay the organisers all applicable fees as listed in the appendix "Fees 2012".
3. Once the invoice has been received, payment should be paid by the date indicated on the invoice.
4. All amounts quoted exclude VAT, unless agreed otherwise.
5. The fees determined in advance will be invoiced in three instalments prior to the first set-up day of the exhibition. The first instalment consists of the advance payment included in the list of fees, the second payment consists of the participation fees plus any additional fees payable in advance, minus the advance payment. the third payment will be invoiced in arrears and consists of the variable fees determined in arrears. The fees payable in advance will be invoiced directly after registration.

The advance payment is based on the table below:

<u>Total registration fees</u>	<u>Advance payment amount</u>
From €0 to €3,499	= €500
From €3,500 to €4,999	= €750
From €5,000 to €6,999	= €1,000
From €7,000 to €9,999	= €1,500
From €10,000 to €14,999	= €2,000
From €15,000 to €24,999	= €3,000
From €25,000 to +	= €5,000

6. The final invoice will be sent within 30 days of the final day of the exhibition.
7. If the exhibitor registers fewer than 90 days before the opening of the exhibition, the exhibitor will receive the invoice for all fees payable in advance directly after registration.
8. If the date of registration means that invoicing takes place fewer than 14 days before the first set-up day of the exhibition, payment of the invoice for fees payable in advance must take place no later than four working days before the first set-up day of the exhibition.
9. The organisation is as a minimum entitled to charge the following fees:
  - Exhibitor fee;
  - Stand/berth rental per square metre, in which part of a square metre is charged as a full square metre;
  - Mooring fee for platforms;
  - Platform rental fee;
  - Promo pavilion rental fee;
  - Stand building and decoration fee;
  - Additional fees for installing electricity, gas, water, drainage, telephone service and other data communication connections at the stand;
  - User fees for gas, water, electricity, telephone service and data communication;
  - Fee for placing the name of another company affiliated with the company on the stand;
  - Any other additional fees (for example, for additional work performed on a platform) for products and services to the extent to which the exhibitor is informed of these well in advance.

#### **Article 6: Changes and cancellation on the part of the organisation**

1. In special circumstances, the organisers reserve the right to change the agreed exhibition dates and times, the agreed stand dimensions, stand type and their locations and/or to cancel the exhibition. In this context, special circumstances are at least understood to mean significantly more or fewer registrations than anticipated or (expected) extreme whether conditions.
2. Changes as referred to in this article do not entitle the exhibitor to fully or partially cancel registration.
3. Should the exhibition be cancelled by the organisers, the organisers reserve the right to proportionally charge all exhibitors, according to the agreed stand space, for compensation for costs they have already incurred.
4. Should the situation described in this article occur, the exhibitor may not claim compensation for costs or damage incurred.
5. In the case of special circumstances, the organisers also reserve the right, without the exhibitor being able to claim compensation, to:
  - refuse to process a registration;
  - allocate less stand space than an exhibitor registered for;
  - reject a registration;
  - change the already allocated stand space;
  - withdraw an allocation;
  - refuse access to the exhibition;
  - cancel the agreement.
6. Special circumstances include at least the following situations:
  - A realistic fear of disturbances or other imminent danger to persons and/or damage to goods on the exhibition grounds or to the grounds themselves;
  - Participation not being in the interest of the exhibition as a meeting place for supply and demand;
  - organisational reasons (including, though not exclusively, at the request of supervisory authorities such as the fire service);
  - if the reputation of an exhibitor or the exhibited products and/or services are not or are no longer of irreproachable or undisputable quality and would or could damage the good name of the exhibition and/or organisers. This is always the case with (petitions for) bankruptcy and/or moratoriums on payments by the exhibitor and/or associated companies and/or moratoriums on payments or criminal proceedings against the previously stated legal entities.
7. The organisers will inform the exhibitor in writing of the action to be taken with reasons. As far as possible, they will consult with the exhibitor before action is taken.

### **Article 7 Cancellation on the part of the exhibitor**

1. The exhibitor may only cancel participation under special circumstances, which are at the discretion of the organisers.
  2. Requests for cancellation should be sent with details of the reasons to the organisers by registered post.
  3. In the case of cancellation, the full exhibitor fee is owed by the exhibitor. With regards to the other fees payable in advance, the organisation reserves the right to charge the exhibitor the following in compensation for cancellation:
    - Marquee and quay sites, berths (square metres), mooring fee for platforms, additional work and promo pavilions:
      - 15% of the costs for cancellations after registration;
      - 75% of the costs for cancellations between 3 June and 2 July 2012;
      - 100% of the costs for cancellations between 2 July and 3 September 2012;
    - Platforms:
      - 15% of the costs for cancellations after registration;
      - 100% of the costs for cancellations between 20 May and 3 September 2012;
- Should the damage due to the cancellation be higher than the aforementioned cancellation fee, the organisers reserve the right to claim compensation of the damage actually suffered.
4. The cancellation fee is subject to VAT.

### **Article 8: Set-up**

1. The exhibition grounds are only available for the set-up and decoration of rented and/or delivered goods for the period predetermined by the organisers. Work on the stand or the delivery of goods is not allowed outside of this period, unless otherwise agreed in writing with the organisers.
2. The exhibitor must start the set-up of the rented goods at the latest 48 hours before the exhibition is open to the public, with the expectation that the rented goods will be ready for the public at the time of opening.
3. If the exhibitor cannot meet the condition stated in paragraph 2 of this article, the organisers reserve the right to use the rented goods for themselves without prejudice to the exhibitor's financial obligations toward the organisers.

### **Article 9: Breakdown**

1. The exhibition grounds are open to the exhibitor for the breakdown of rented goods and the removal of goods for a period predetermined by the organisers.
2. Subject to a penalty fine of €1,000, the exhibitor is obliged not to carry out activities related to the breakdown of the stand space rented by the exhibitor until after the exhibition has been formally closed. Goods and stand parts left on the exhibition grounds or connected grounds by the exhibitor after the period described in paragraph 1 of this article are considered to be relinquished. At the discretion of the organisers, these goods will be destroyed or stored at the expense and risk of the exhibitor involved.
3. After the exhibition, the exhibitor must leave the rented goods in the same state as they were received before the set-up period.
4. The exhibitor must separate and have removed or remove waste in accordance with the Exhibitor Regulations, including, if applicable, paying the predetermined container rental costs.

### **Article 10: Exhibitor obligations**

1. The exhibitor must:
  - a. submit a plan to the organisers at the latest two weeks after registration when ordering one or more platforms. When registering within two months before the exhibition the plan must be submitted to the organisers directly;
  - b. comply with the directions of or on behalf of the organisers, the municipal authority, the fire service and other authorities with regards to set-up, decoration, safety, maintenance and breakdown;
  - c. start the set-up and breakdown of the rented goods on time so as not to exceed the periods in these conditions;
  - d. keep the passageways free at all time, unless otherwise agreed in writing by the organisers;
  - e. make sure that stands are publicly accessible, open and staffed during the exhibition period;
  - f. separate and have removed or remove waste in accordance with the Exhibition Regulations, including, if applicable, paying the predetermined container rental costs.
2. The organisers reserve the right to give the exhibitor obligatory instructions regarding the realisation of activities in or on the rented goods, as well as the use of the exhibition grounds in the context of ensuring a successful exhibition.

3. While the organisers exercise the greatest care with regards to assembling, installing, delivering and finishing products and services ordered by the exhibitor from the organisers, no rights can be derived from the quality level of the delivered products and/or services. Where necessary external experts will be consulted to investigate and report their findings.
4. The exhibitor is not permitted to:
  - a. partly or completely cover products or indicate that products have been sold;
  - b. exhibit or promote other products and services than those listed on the application form;
  - c. switch parts and accessories of exhibited products or have these switched on the exhibition grounds or connected grounds;
  - d. remove exhibited products from the rented goods during the exhibition;
  - e. exhibit or promote second-hand and/or 'dump' and/or 'rebuilt' products;
  - f. erect platforms or other elevations, create separated areas or provide the stand with ceilings or other coverings;
  - g. place or install any exhibited products and or promotional articles outside or above the allocated stand space;
  - h. make any changes on or to the exhibition grounds such as plastering, painting, cutting, breaking, drilling, nailing or otherwise damaging floors, walls, ceilings, columns and the like;
  - i. sub-let or hand over all or part of the stand to third parties, or switch with another exhibitor;
  - j. attach posters or other advertising materials in or outside the allocated stand on columns, walls, ceilings, frames and the like on the exhibition grounds;
  - k. use the walls of bordering stands;
  - l. use open, flowing, spraying and/or evaporating fluids (including air conditioning units, fountains, high pressure cleaning systems, humidifiers, shower equipment, saunas and/or whirlpools).
  - m. having products that (at the discretion of the organisers) disturb or could disturb others due to smell, sound or light;
  - n. have flammable or explosive materials, gases and dangerous goods (including chemical pesticides and insecticides), odorous substances, as well as radioactive materials on the exhibition grounds and/or light open fires;
  - o. sell refreshments and/or stimulants on the exhibition grounds or connected grounds;
  - p. provide free drinks and/or food on the exhibition grounds and/or the connected grounds unless the drinks and food are offered at the exhibitor's stand and were purchased from the catering company exclusively hired by the organisers and in accordance with the Alcohol Code of Conduct;
  - q. project images, amplify spoken word by means of speakers, play music and/or create sound that exceeds the limit of 80 decibels if it can be deemed a disturbance (at the discretion of the organisers);
  - r. announce so-called exhibition reductions and/or special exhibition offers in any way either before or during the exhibition;
  - s. hand out price-lists, circulars and the like on and around the exhibition grounds or otherwise advertise or attract attention to the company, its activities or products anywhere other than at the allocated stand or the fixed advertisement locations used by third parties for that purpose;
  - t. spread advertising material, directly or indirectly related to the exhibits and products and services allowed at the exhibition, or hand out advertising material of any kind if it can be considered a disturbance or cause damage either on the exhibition grounds or in the immediate surroundings (at the discretion of the organisers);
  - u. organise lotteries or competitions, perform 'stand work' or advertise products and services that were not been admitted to the exhibition, or advertise companies or organisations that do not have stand space at the exhibition. If the exhibitor organises its own lottery or competition it is solely responsible for obtaining the correct permits and complying with the applicable legal and other regulations;
  - v. hold or organise surveys among exhibitor visitors or exhibitors on the exhibition grounds and connected grounds;
  - w. perform activities that could damage or devalue the exhibition as a collective manifestation, even if these activities are not aimed at the exhibition itself but at one or more exhibitors or groups of exhibitors as far as these activities cannot be identified as reasonable within the existing competitive situation (at the discretion of the organisers);
  - x. place name or brand signs and the like that can be considered misleading or problematic to exhibitors at other stands or exhibition visitors;
  - y. exhibit products or advertise products at the exhibition with brand markings on the products themselves or on the packaging that are in violation of or leave an unjustifiable impression that they involve products placed on the Dutch market simultaneously by another brand that has the oldest brand familiarity (at the discretion of the organisers);

- z. act or have others act in such a way that could cause disturbance in the form of music, noise, or blocked access, light or view or form an obstacle, danger or risk of damage, or to create a situation that resembles unfair competition (at the discretion of the organisers); The organisers reserve the unconditional right to grant an exhibitor exemption to the abovementioned conditions. This exemption must be granted in writing.

#### **Article 11: Catalogue**

1. A catalogue may be published and a website created by or on behalf of the organisers. These include products and services that were registered by the exhibitor as exhibits for the exhibition.
2. The exhibitor is responsible for submitting details of the products and services to the organisers on time.
3. Submissions received later than the date set by the organisers will not be included in the catalogue and/or the website.
4. The organisers and appointed editors are not liable for any mistakes, shortcomings or omissions in the catalogue and/or on the website, except in the case of gross negligence or intent by these parties.

#### **Article 12: Risks and liability**

1. Goods/products, including packaging, on the exhibition grounds or connected grounds are at the expense and risk of the exhibitor. The organisers, proprietor of the exhibition grounds, their directors, authorised representatives and personnel are not liable for any damages or the loss of these goods/products, nor for damages due to the non-functioning or inadequate functioning of technical installations on the exhibition grounds or due to any other defects of the building or connected grounds, nor for any damages as a result of goods/products or persons, except in cases of intent or gross negligence.
2. The exhibitor is liable for damages to third parties as a result of a defect that can be attributed to the exhibitor, people employed by the exhibitor, or people appointed by the exhibitor for exhibition activities, or people with an exhibitor badge and/or multi-day badges supplied by the exhibitor.
3. The exhibitor is responsible for adequate insurance with regard to the risks listed in paragraph 2 of this article.
4. The exhibitor indemnifies the organisers from claims from third parties that the organisers could be held accountable for due to the exhibitor's actions and/or neglect.
5. In all cases, the liability of the company is reduced to the sum to be paid according to the organiser's liability insurance policy.

#### **Article 13: Tickets**

1. The organisers will determine a ticket price for access to the exhibition.
2. The exhibitor will receive a number (to be determined by the organisers) of free exhibitor badges that grant continuous access to the exhibition.
3. The exhibitor badges as described in paragraph 2 of this article are strictly personal and may only be used by persons associated with the company or organisation of the exhibitor, or a third party appointed by the exhibitor.
4. Other personalised multi-day badges are available from the organisers at a price determined by the organisers.
5. The organisers reserve the right to ask that the exhibitor badges and multi-day badges are provided with a clear (passport) photograph of its user.

#### **Article 14: Noncompliance**

1. The organisers reserve the right to remove, at the expense of the exhibitor, any of the exhibitor's products and/or services from the exhibition without prior warning and/or without being liable to pay damages if:
  - a. there are discrepancies between the exhibitor, the products or the services and the information in the agreed registration;
  - b. the exhibitor does not meet these conditions of participation;
  - c. there are legal violations, for example of security and environmental acts or the Health and Safety Act.
2. If the exhibitor does not pay the amounts owed or does not pay these in full, the organisers also reserve the right to refuse the exhibitor and/or their products/services entry to the exhibition and the exhibition grounds, while retaining the right to full payment of the due costs.
3. If the exhibitor fails to comply with the obligations stated in Article 10, paragraph 1(f), the organisers reserve the right to remove the waste, or have the waste removed at the expense of the exhibitor in accordance with the regulations.

4. If the exhibitor does not follow the directions given by or on behalf of the organisers and/or the authorities named in these conditions, the organisers reserve the right to take or have the necessary measures taken at the expense of the exhibitor.
5. If the exhibitor fails to comply with the obligations stated in Article 10, paragraph 1(d), the organisers reserve the right to clear the passageways or have these cleared at the expense of the exhibitor.
6. If the exhibitor or a third party hired by the exhibitor cause any damage to moveable or immovable property belonging to the proprietors of the exhibition grounds, these costs will be recovered from the exhibitor that caused or is liable for the damage.
7. Should the exhibitor act in violation of these conditions and/or the exhibition regulations, the organisers reserve the right to take or have the necessary measures taken at the expense of the exhibitor. In this regard the exhibitor will be held responsible for the behaviour of its staff, persons appointed by the exhibitor and holders of exhibitor badges and/or multi-day badges provided by the exhibitor.
8. The necessary measures as mentioned above may include the following:
  - a. withdrawing exhibitor badges and/or multi-day badges provided by the exhibitor and denying those involved access to the exhibition grounds with immediate effect;
  - b. closing or clearing all or part of the exhibitor's rented goods or having these cleared and making use of the cleared or unoccupied space;
  - c. confiscating and storing the exhibited products and services and everything set-up or installed by the exhibitor at the expense and risk of the exhibitor, without the exhibitor having the right to lay claim to restitution of already paid amounts or compensation for damages in any form or by any cause, and without prejudicing the exhibitor's obligations toward the organisers;
  - d. excluding the exhibitor from participating in any future exhibitions;
  - e. charging the exhibitor for the applicable ticket costs possibly increased by a fine of up to 100% of those ticket costs.
9. If the exhibitor does not pay or does not pay in full, the exhibitor will be in default on payment once the term for payment has lapsed, in which case, the organisers reserve the right to charge the legal commercial interest rate plus 5% of the amount owed, calculated from the due date.

#### **Article 15: Deviations**

Agreements deviating from these conditions are only applicable if they were agreed upon in writing.

#### **Article 16: Applicable law and forum**

1. Dutch law applies to all disputes regarding the agreement to which these conditions apply.
2. All disputes will be submitted to the authorised judge in Utrecht.