



Stocklots & Volume Goods
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1. General Conditions for Participation

- 1.1 These general conditions apply to all agreements and contracts with exhibitors and third parties for - among other - participation in fairs organized by "Stocklots & Volume Goods BV", hereinafter referred to as: - Stocklots & Volume Goods BV -.
- 1.2 These general conditions will be available at conclusions of agreements and can also be viewed on our website www.svgfair.com.

2. General Conditions

- 2.1 These terms and conditions for participation in fairs organized by Stocklots & Volume Goods BV apply to companies exhibiting at the fair, in so far the contractual partners have not made contrary agreements in writing that appear from a signed agreement.
- 2.2 General conditions of other contractual partners are never applicable to agreements of Stocklots & Volume Goods BV and will be rejected.
- 2.3 The transfer of rights and obligations under an agreement with Stocklots & Volume Goods BV by the participant to a third party is not allowed. Transfer of these rights and obligations can only take place with the explicit written consent of Stocklots & Volume Goods BV, by which Stocklots & Volume Goods BV is entitled to demand that the original participant will be responsible for financial obligations under the transferring agreement.

3. Conclusion of Contract

- 3.1 The application for obtaining a stand is made by completing and returning the signed application form provided by Stocklots & Volume Goods BV. Returning the application constitutes conclusion of the rental contract between the exhibitor and Stocklots & Volume Goods BV and the application cannot be cancelled on any grounds.

4. Stand space allocation

- 4.1 Stocklots & Volume Goods BV reserves the right – if so there are required reasons – to allocate a stand, to alter the size of the stand and to carry out any other structural alterations providing it has a substantial interest in such measures as a result of special circumstances. This power to amend space allocation cannot entail the exhibitor to reduce or suspend the rental fee.

5. Stand Construction and Design

- 5.1 The construction, design and safety of stands are the responsibility of the exhibitor. Presentations may only take place on exhibition stands and must be so arranged as to cause no visual or acoustic nuisance to neighboring stands and no obstructions on the stands or in aisles. Infringement of this ruling authorizes Stocklots & Volume Goods BV at its discretion to forbid such presentations that cause a nuisance or obstructions.
- 5.2 If this is the case, considered by management of Stocklots & Volume Goods BV, then Stocklots & Volume Goods BV is authorized to take measurements to remove this condition. The exhibitor is obliged to follow the instructions of Stocklots & Volume Goods BV. Failing to follow these instructions leads to a penalty of €2500,-, to multiply by the actual damage suffered by Stocklots & Volume Goods BV or other exhibitors.

6. Additional Companies Represented

- 6.1 The sharing of a stand area by several companies is only permissible if permission in writing is received from Stocklots & Volume Goods BV. Sharing a stand area with another company requires registration and a special notification by both exhibitors.
- 6.2 The compensation for co-exhibitors is €500,- on top of the sum already agreed with the original exhibitor.
- 6.3 If an exhibitor fails to register co-exhibitors or gives incomplete or incorrect information in his application, Stocklots & Volume Goods BV reserves the right to charge fees as if an application has been made in accordance with regulations. Also, Stocklots & Volume Goods BV is entitled to remove the exhibitor from the stand if management finds reasons required to do so.

7. Terms of Payment

- 7.1 The time and terms of payment as stated on the invoice sent to exhibitors must be adhered to. In any event, payment must occur before the exhibitor uses the stand. If the exhibitor fails to meet his financial obligations, Stocklots & Volume Goods BV is entitled to retain exhibits and the stand equipment and to sell them by public auction or by private contract at the expense of the exhibitor.
- 7.2 Furthermore, in case of non-payment Stocklots & Volume Goods BV is entitled to refuse the exhibitor entrance to the fair or prohibit entrance to the fair. In case the exhibitor has built up his stand already and has not paid the full rental fees, Stocklots & Volume Goods BV is authorized to clear the stand.
- 7.3 Exhibitors and co-exhibitors are jointly and severally liable to Stocklots & Volume Goods BV with regard to obligations arising from the rental contract or from other orders placed for services.
- 7.4 In case payments are not paid in time and Stocklots & Volume Goods BV must give the claim to an external party, the extrajudicial collection expenses will be 15% of the total amount, with a minimum of €250,-.

8. Exemption from Liability

- 8.1 Stocklots & Volume Goods BV is not liable in any way for the goods and equipment available at the stand. Exhibitors are liable at all times for damage, loss, theft and other circumstances of their own goods, materials and equipment et cetera.
- 8.2 Stocklots & Volume Goods BV may also not be held responsible for incorrect information from third parties regarding the time and location of the fair, defects of the building where the fair is held, disappointing turnout of visitors, disappointing turnout of exhibitors and other external potential injurious conditions.

9. Premature Termination of the Rental Contract

- 9.1 Agreements with exhibitors cannot be cancelled or terminated. If, subsequent to binding registration or contract conclusion, Stocklots & Volume Goods BV by way of exception assents to the exhibitors request for a complete or partial withdrawal from the contract, the exhibitor is obliged to pay a flat compensation charge to Betterword BV. The amount of flat compensation charge is listed in the subsequent table, based on the following factor: the point of time at which Stocklots & Volume Goods BV is in possession of the exhibitors binding written cancellation of his rental contract.

9.2 Table of cancellation charges

Percent charges based on the regular participation price for the amount of stand space registered and additional services insofar these cannot be cancelled.

Before first opening day of the fair	Reversal charge
-2 weeks	100%
15 days - 1 month	50%
1 month & 1 day - 2 months	25%

- 9.3 Without relinquishing the right to lodge ancillary claims, Stocklots & Volume Goods BV is entitled to withdraw from or to terminate, without notice, the rental contract or any contracts involving services if the exhibitor fails, even after a reasonable period of grace, to meet obligations arising from the rental contract or any supplementary regulations.
- 9.4 Stocklots & Volume Goods BV likewise maintains the right to terminate the contract without notice if the exhibitor suspends payment or becomes involved in composition or bankruptcy proceedings or similar proceedings according to foreign law, or if the exhibiting company is in the process of liquidation.
- 9.5 If the stand rental contract is terminated for reasons listed in the previous paragraph, then Stocklots & Volume Goods BV is likewise entitled to receive payment of a flat compensation charge. The amount of this flat charge will be calculated based on the same criteria applicable to cases of cancellation by the exhibitor. The point in time upon which calculation of the flat compensation charge is based is the time when Stocklots & Volume Goods BV receives written advice of the facts justifying termination of the contract.
- 9.6 "Stocklots & Volume Goods BV is entitled to terminate the lease contract with the participants, among other things if there are not enough participants for organising the fair concerned, or other reasons that can result in Stocklots & Volume Goods BV not being able to organise a fair. In these cases, Stocklots & Volume Goods BV will notify the participants who have already registered by email at least 14 days before the date of the fair. Lease sums that have already been paid will be reimbursed to the participants by Stocklots & Volume Goods BV within 14 days*."
- 9.7 "In the event of a cancellation or termination of the lease agreement on the part of Stocklots & Volume Goods BV in conformity with art. 9.6, Stocklots & Volume Goods BV can in no wise be held liable for any damage whatsoever that is incurred by participants. On concluding the underlying agreement, the participants accept that these can be cancelled by Stocklots & Volume Goods BV and therefore waive any damages, such as material damage, consequential damage and other possible damages."
- 9.8 In the event of force majeure as intended in art. 6.75 of the Dutch Civil Code, such as for instance, but not limited to: fire, severe weather, fair building collapse, strike action, personnel sickness, etc., Stocklots & Volume Goods BV can in no wise be held liable for any (consequential) damages whatsoever by the lessee, should the fair not be held.
- 10. **Claims, Procedure, Place of Performance and Place of Jurisdiction**
- 10.1 All claims by the exhibitor against Stocklots & Volume Goods BV must be lodged in writing. The period of limitation is 6 months starting from the closure of the event.
- 10.2 The contract is governed exclusively by the Dutch law.
- 10.3 Parties agree that in case of dispute the place of performance and jurisdiction is Arnhem. Stocklots & Volume Goods BV reserves the right, however, to bring its claims before the courts competent for the area where the exhibitor has registered offices.