

GENERAL TERMS & CONDITIONS

TERMS OF EXHIBITION PARTICIPATION

(Published September 2023)

1. CONTRACTUAL BASIS AND SUPPLEMENTAL PROVISIONS

1.1. The organiser of the event/exhibition is
FLANDERSBIO vzw

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Here unto referred to as "organiser". The organiser reserves the right to relegate the execution and organisation of the event/exhibition onto another company.

1.2. The contractual relationship between the exhibitor and the organiser is established upon submittal through the online form of a booth reservation and acceptance of these general terms & conditions.

1.3. The rooms of the Koninklijke Maatschappij voor Dierkunde van Antwerpen (hereinafter referred to as "KMDA") include all rooms and spaces in the Elisabeth Center Antwerp (hereinafter referred to as "ECA"). Flanders Meeting & Convention Center Antwerp (hereinafter referred to as "FMCCA") is the activity of meetings and conferences that takes place in the ECA. The ECA is located at Koningin Astridplein 20-26, 2018 Antwerp.

2. REGISTRATION

2.1. For this event/exhibition, particular registration must be completed by filling out the online form through www.knowledgeforgrowth.be/exhibit. The organiser will then send an invoice to the exhibitor.

2.2. The submission of the online registration form does not automatically entitle the applicant the ability to participate. This submission is only considered complete once payment of the invoice has been met.

2.3. With the registration, the exhibitor/sponsor fully recognizes the contractual terms and conditions as defined in this document. The exhibitor/sponsor must also ensure that the person, to whom responsibility of working at the event/exhibition is relegated, as well as any supplemental aides, performs their duties in accordance with the defined terms & conditions.

2.4. Member discounts are only granted if the exhibitor is a member of flanders.bio, or in the process of becoming a member of flanders.bio during registration, and if the exhibitor is a member in the same year of the exhibition for which a package is ordered. More specifically, if an organisation enjoyed a member discount on the

exhibition package of their choice, but decides to withdraw or no longer prolong their flanders.bio membership for the year the event takes place, flanders.bio will consider the organisation as a non-member attending the conference, and charge the price difference for the package chosen accordingly. Failing to complete the full payment before the start of the conference can result in a barring to participate in the event. (cfr. 6.7)

2.5. For registration processing purposes, data will be stored and evaluated. The data may be given, if necessary, to a third party that is involved in this exhibition. The exhibitor/sponsor gives consent for such actions.

3. AUTHORISATION, SPACE ALLOCATION

3.1. All manufacturers, dealers, service providers and institutions and/or associations and federations as well as those companies whose articles essentially and thematically belong to the event/exhibition, each of whom may be based in Belgium or abroad, are able to receive authorization. Participation in the form of community stands is permitted (see clause 4), though all participating companies must, in this case, affirm this arrangement before the official registration.

3.2. All exhibit and service offers must correspond to the offer arrangement of the corresponding event/exhibition. Dimensions and weight of the individual exhibits must be indicated. The organiser reserves the right to require that articles be removed from the fairgrounds, those items deemed bothersome, unsuitable, thought to endanger the public or that have not been discussed with the organiser.

3.3. The exhibitor will receive a digital notice of approval, one after the submission of the online form and one after payment is met. With this notice of approval, the contract between the organiser and the exhibitor is sealed.

3.4. Those exhibitors that have not fulfilled all financial obligations with the organiser in the past or that had breached contract, can be barred from the approval process. The organiser is entitled to call upon those seeking approval in such circumstances, in order to seek compensation for damages in accordance with the provisions detailed in clause 7. Should the basis of such an arrangement be under false pretences, or a miscalculation, the conditions of approval will be deemed void.

3.5. In allocation of space, the organiser works on a "first come first serve"- base.

The organiser reserves the right to limit each registration submission to a maximum of 1 booth.

3.6. The organisation has the right to make a change in the exhibition places already assigned if this happens to be necessary for organisational reasons, without giving the participant the right to lay claim to any compensation for damage of any kind, regardless of the way in which it has arisen.

4. CO-EXHIBITORS

4.1. The approval of co-exhibitors is to be requested in writing to the organiser. Co-exhibitors are all companies aside from the applicant that present their products/services upon the rented booth, and which the exhibitor does not produce or provide. Organisations are also considered co-exhibitor if they have close economic or organisational ties to the applicant.

4.2. The exhibitor and co-exhibitor(s) which exhibit together must have a joint authorised representative that is liable for the obligations, financial and otherwise.

4.3. Co-exhibitors are placed in the official event/exhibition catalogue and in the exhibitors list as well as upon the respective internet portal as one item.

5. PRICE FOR PARTICIPATION

5.1. The price for participation is calculated upon submission of the registration form indicating the chosen packages. The maximum number of booths is limited to 2, unless agreed otherwise contractually.

5.2. The price of participation, as well as all other costs, composes the net price. The value-added tax is calculated using the legal requirements of the country in which the event takes place.

5.3. All other costs may include the order of extra furniture or services, additional conference tickets, booth design, AV materials or other. These costs will be invoiced separately.

5.4. Any orders for extra furniture/services are free of administrative charge up until one month before the event/exhibition. For orders after 16 May 2024, an administrative fee of 20% will be charged on every service.

5.5. Any damages that occur or extra services that are ordered during the build-up of the event/exhibition, the event/exhibition or the dismantling will be calculated and invoiced.

5.6. The organiser reserves the right to offer select associations, societies or other organisations favoured booth prices.

5.7. When expanding from a single to a double booth, resulting discounts will be applied to the booth in the lowest price category.

6. PAYMENT PERIOD AND TERMS/LIENS

6.1. The total amount for the booth due is to be paid as indicated on the invoice. The organiser reserves the right to make the booth available for other candidate-exhibitors if payment for the booth is not met in due time.

6.2. Additional services or materials for the exhibitor can be ordered separately according to the directions stipulated in the exhibitor's manual that will be delivered after payment for the booth has been met. These additional services or materials will

be invoiced by the organiser to the exhibitor. If payment for these services/materials is not met in due time as stipulated on the invoice, the organiser reserves the right not to deliver these services/materials.

6.3. Additional conference tickets for the exhibitor can be ordered separately according to the directions stipulated in the exhibitor's manual. These additional tickets will be invoiced by the organiser to the exhibitor. If payment for these tickets is not met in due time as stipulated on the invoice, the organiser reserves the right to deny access to the designated participants.

6.4. If several exhibitors rent a stand together, then all are considered as the total debtor. They must designate a joint authorized person during registration (contact person at the event/exhibition).

6.7. If an exhibitor does not fulfil his financial obligations, the organiser can exercise its lien, retaining the exhibition articles and the stand equipment and to make the booth available to other candidate-exhibitors.

7. RESIGNATION AND NON-ACCEPTANCE PROCEDURES, COMPENSATION

7.1. Exhibitor resignation after the entrance confirmation/approval must be noted in writing to the organiser. Should no interested party be found due to the brevity of the time given, the arrangement of the booth space will be taken over by the organiser at the expense of the exhibitor.

7.2. In the event that the exhibitor does not participate, the registration fees are owed in full.

7.3. If the exhibitor, due to circumstances beyond the control of both the exhibitor and the organiser, should be unable to participate, the exhibitor must only pay half of the amount stipulated in clause 7.2.

8. STAND CONFIGURATION/STAND EQUIPMENT

8.1. The exhibitor is entitled to set up their own booth after arrangement is made with the organiser.

8.2. The exhibitor is allowed to set up their booth within the hours stipulated in the exhibitor's manual. This manual is delivered to the exhibitor by the organiser upon receipt of payment.

Set-up of a booth outside these hours is only applicable after agreement with the organiser. The organiser cannot be held accountable for changes in these timings due to unforeseen circumstances.

8.3. The dismantling of the booth is only allowed within the hours stipulated in the exhibitor's manual. Dismantling of a booth outside these hours is only applicable after agreement with the organiser. The organiser cannot be held accountable for changes in these timings due to unforeseen circumstances.

8.4. The configuration of the booth depends on the location, but must be aligned with the dimensions of the indicated surface stipulated in the exhibitor's manual (6 square meters, 2x3m or 8 square meters,

2x4m). The exhibition stand must be adapted to the total plan of the exhibition. The organiser reserves the right to refuse constructions which do not match the event or are insufficiently equipped, or have them replaced at the expense of the exhibitor. The booth must be duly equipped and manned by expert personnel for the entire length of the event/exhibition. The construction of the booth must, at the latest, be completed by the pre-determined time as stipulated in clause 8.2, with all packaging material removed from the site.

8.5. Painting or wallpapering of the booth is forbidden: damage to the walls by bolting, pasting, cutting, drilling, etc. that requires repurchasing or fixing the walls, will incur an additional fee at the expense of the exhibitor.

8.6. The storage, demonstration and operation of objects which can be deemed dangerous or unsuitable to the general public or surrounding property are forbidden. The organiser reserves the right to have the exhibitor remove these items at the expense of the exhibitor.

8.7. The exhibitor is responsible for clearing the stand within the allotted time period. After this period, all obligations assumed by the organiser expire. All goods still to be found in the exhibition space are not the responsibility or liability of the organiser. The organiser reserves the right to charge a storage fee for all items not disassembled or removed from the site; the organiser further reserves the right to remove and store the exhibition materials at the expense of the exhibitor by a company suitable to perform these duties.

8.8. Before the official dismantling date, the exhibitor is neither entitled to remove the exhibition materials from the booth, nor to begin the disassembly of the booth.

8.9. Preferred assembly times and extended assembly times must be requested and authorized.

8.10. Parking space is unavailable at the FMCCA venue. The organiser cannot be held accountable for a non-availability of parking space.

8.11. Decoration and signage may not be glued, nailed or in any other way attached to the walls, pillars, furniture, chairs, tables... of the building. The use of glitter, confetti and (helium) balloons and/or similar goods is not permitted in the ECA. Please inform flanders.bio in advance of your wishes in connection with signalling, so that the necessary action can be taken. However, flanders.bio is not obliged to follow such wishes. The ECA is equipped with a sprinkler system. It is a legal requirement to place decorations at least 1 meter away from the sprinkler heads to prevent accidental activation of the system. The ECA reserves the right to remove any decoration, signage and floor marking that has been applied without its permission, at the expense and risk of the exhibitor. All damage caused by ignoring this measure will be passed on to the exhibitor

8.12. Doors, exits and emergency exits must not be blocked, locked, or kept open. Emergency aids and signalling must always be accessible and visible without obstacles. The customer is prohibited from bringing objects that pose a risk to fire safety (substances, flammable materials...) into the ECA. No cables without a cable management system may be laid in the passageways.

9. TECHNICAL EQUIPMENT

Requests for technical equipment, rental furniture, advertisement placement, etc. can only be considered if they are aligned with the order time schedule for exhibitors (1 month prior to the exhibition, if not a 20% administrative fee will be applied, see also clause 5.3 and 8).

10. SALES REGULATIONS

10.1. The divestiture of goods for payment at the booth is permitted exclusively for articles confirmed by the organiser and in accordance with respective regulations.

10.2. Catering services are provided by the organiser. Additional catering services at an exhibitor's booth need to be communicated and agreed upon with the organiser. The organiser reserves the right to refuse additional catering by an exhibitor.

10.3. If any additional catering is permitted by the organiser, the exhibitor must communicate clearly and order the needed technical equipment within the order time schedule.

11. LIABILITY AND INSURANCE

11.1. The organiser is only liable in case of premeditated or gross negligence by its organs or managing employees.

11.2. In the case of negligent injuries of substantial contractual or non-contractual obligations or in the case of liability for the infringement of these obligations through temporary help and/or employees, the organiser is only liable for the price of participation, as far as no gross negligence can be proven.

11.3. The organiser holds no other liability for any other reasons. The organiser is not responsible for the exhibition objects/materials of the exhibitors.

11.4. Any damage is to be reported to the organiser immediately. Remuneration for damages is not possible, if the organiser's insurance rejects absorption of costs due to a late notification or claim by the exhibitor. The organiser rejects the assumption of damage costs of notice to the organiser or to the insurance company is tardy.

11.5. The exhibitor is liable, rather than the organiser, for all damages caused by the exhibitor, those employed by the exhibitor, those assigned by the

exhibitor, or the exhibition equipment and installations to any person or object.

12. SURVEILLANCE/CLEANING

12.1. The supervision of the booth is generally a duty of the exhibitor. It is recommended that valuable items that are easily removed from the booth can be sealed; The organiser does not provide for general surveillance of the exhibition grounds neither during nor outside the hours of operation for the exhibition. Should the exhibitor desire surveillance of the booth, the exhibitor must use the service designated by the organiser. The exhibitor bears the cost.

12.2. The organiser provides for a general cleaning of the space and the hallways. The cleaning of the booth is incumbent upon the exhibitor and must be completed before opening of the event. Should the exhibitor desire a cleaning service, the exhibitor must use the cleaning service designated by the organiser, thus availing itself of the required cleaning.

12.3. Should garbage or other equipment be left after the clearing of the booth; the organiser reserves the right to remove and dispose of the objects at the cost of the exhibitor.

13. PRESENTATIONS, ADVERTISING, ADVERTISING SPACE

13.1. Not all types of presentations (i.e., demonstrations of machines, slide or film presentations, etc.) are allowed. The organiser reserves the right to confine or cancel the presentations that produce noise, dirt, dust, exhaust fumes or could otherwise cause or lead to encroachment upon a third party. Audible advertising can only be carried out with approval of the organiser and only if neighbouring exhibitors are not disturbed.

13.2. Advertising by firms which are neither named on the exhibitor registration, nor registered as co-exhibitor(s) is forbidden.

13.3. Political advertising and/or political statements are prohibited unless the political statements belong within the context of the exhibition.

13.4. The posting of advertising materials by the exhibitor outside its assigned booth is exclusively reserved for those within a specific sponsorship package with special advertising possibilities.

13.5. The organiser is entitled to prevent and discontinue any unauthorised advertising. The cost of removing the unauthorised advertising materials is the responsibility of the exhibitor.

14. CATALOGUE ENTRIES

14.1. The exhibitor, through the registration, is committed to submit a catalogue entry for themselves and, if necessary, any co-exhibitors to be placed in the alphabetical list of exhibitors. The

charge for this entry is included in the booth package price. This entry is not an advertisement position.

14.2. Should the data for the required entry not be submitted by the specified data, the information will be gathered from documents which had already been submitted. Legal claims cannot be derived from incorrect, incomplete, or non-placed entries.

15. PROVISOS

15.1. The organiser reserves the right to cancel the event/exhibition, postpone or relocate the event, or alter the length of the conference for an important reason – as a spatial relations shift, police arrangements or other serious circumstances require – as well as to limit or change the area allotted to an exhibitor in close deliberation with the exhibitor.

15.2. Should the event/exhibition not take place due to reasons beyond the power of the organiser, the organiser can request a sum of up to 25% of the proportionate participation price in order to cover costs. If the exhibitor ordered additional services, such charges can be applied to the exhibitor in full.

15.3. If the organiser represented the cancellation of the event/exhibition, no amount is due from the exhibitor.

15.4. Claims for damages against the organiser and claim limitations are described in clause 11.

15.5 If the organisers must shorten a meeting due to reasons beyond the organisers control, the exhibitor has no claim to full or partial remuneration or waiver of participation price.

16. EXHIBITOR IDENTIFICATION PASSES

Each exhibitor, following payment of the amount of the invoice (see clause 6), receives exhibitor's passes for their booth. The admission of co-exhibitors or extra floor space does not raise the number of exhibitor's passes. Additional exhibitor's passes are available from the organiser at the applicable ticket rates at that time. The exhibitor's passes are intended to be carried at all times and these passes are non-transferable.

17. PHOTOGRAPHING OR FILMING

17.1. Filming inside the event/exhibition grounds is reserved only for persons approved by the organiser.

17.2. The exhibitor is entitled to photograph aspects of the event, the booths, and the exhibition objects and to use them, free of charge, for advertising or general press releases.

17.3. The organiser reserves the right to film or photograph aspects of the event, the booths, the participants, and the exhibition objects and to use them, free of charge, for advertising or general press releases.

18. GUARANTEE

Any complaints arising from defects of the booths or the exhibition space are to be given to the organiser during construction days, so that the organiser can take corrective action. Complaints submitted after this period cannot be considered and cannot lead to any claims against the organiser.

19. COMMERCIAL PATENT RIGHTS

19.1. The securing of copyrights or other commercial patents rights for exhibition objects is the business of the exhibitor.

19.2. Each exhibitor is obligated, rather than the organiser, to consider the commercial patent rights of the other exhibitors and omit offences. If the organiser is convinced of any injury to patent rights, the organiser is entitled, but not obligated, to demand the forbearance and, when the forbearance is not heeded, able to remove the items or print objects with the patents right violation or close the booth. Furthermore, the organiser is entitled to refuse service for further events/exhibitions, obligations, and securities. This regulation does not justify an obligation on behalf of the organiser to intervene in patent right injury cases.

20. ZONE OF COMPLIANCE AND AREA OF JURISDICTION

Both parties commit to try to resolve possible issues with mutual consent, common sense, and responsibility. In case there is no solution reached, each party will have the right to submit the dispute to the Ghent Court of Commerce, Ghent Division, in connection with the interpretation, execution and / or termination of this agreement. This agreement is subject to Belgian law.

21. SEVERABILITY CLAUSE

If individual regulations of this contract, either in whole or in part, are or will be inefficacious, or should a gap in the present contract be found, the validity of the remaining regulations is not affected. In place of the inefficacious regulation, or to fill in the gap for an appropriate regulation, what comes into effect, as far as legally possible, is what the contracting parties would have wanted, should they have considered the point.