

# REGISTRATION FORM TRADE FAIRS 2021-1



**Thanks for your interest in CAST!**

## **EVENTS**

**JANUARY 18<sup>TH</sup> 2021**  
**SPORT LIFESTYLE**

Focus on Sport Lifestyle products  
In collaboration with ANWR-GARANT  
09.00 - 17.00

**FEBRUARY 8<sup>TH</sup> 2021**  
**DE KIDS DAG**

Focus on kids products  
09.00 - 17.00

**FEBRUARY 28<sup>TH</sup> - MARCH 2<sup>TH</sup> 2021**  
**DE SCHOENENDAGEN**

Focus on all product segments  
SUNDAY 10:00 - 17:00  
MONDAY & TUESDAY: 9.00 - 17.00

**MARCH 15<sup>TH</sup> & 16<sup>TH</sup> 2021**  
**DE LEDERWARENDAGEN**

Focus on leathersgoods  
In collaboration with Goldkrone-Lecombi  
10.00 - 18.00

**MARCH 22<sup>TH</sup> & 23<sup>TH</sup> 2021**  
**DE COMFORTDAGEN**

Focus on comfort products  
09.00 - 17.00

# REGISTRATION FORM TRADE FAIRS 2021-1

## GENERAL DATA

CONTACT PERSON:

COMPANY NAME:

E-MAIL:

INVOICE E-MAIL:

TELEPHONE:

BRANDS TO EXHIBIT:

I have already participated at CAST fairs before. My details are already known.  
[Click here](#) to continue to trade fair options.  
(you can skip additional data to be exhibited)

## ADDITIONAL DATA

INVOICE ADDRESS (STREET):

POSTAL CODE + CITY:

COUNTRY:

VAT-NUMBER:

COMPANY REGISTRATION NUMBER:

WEBSITE:

Please notify: If information is filled incorrectly, we are obliged to charge administration costs.

# REGISTRATION FORM TRADE FAIRS 2021-1

## TRADE FAIR OPTIONS

Check below which trade fairs you would like to participate in (multiple options possible).  
Check below which size and color you prefer. The eventual choice of color / size are determined based on availability.

SPORT LIFESTYLE (Focus on Sport Lifestyle products)

### JANUARY 18<sup>TH</sup> 2021

4 m <sup>2</sup>	€ 399,00		
8 m <sup>2</sup>	€ 499,00		
12 m <sup>2</sup>	€ 599,00		
white	black	wood	

DE KIDS DAG (Focus on kids products)

### FEBRUARY 8<sup>TH</sup> 2021

4 m <sup>2</sup>	€ 399,00		
8 m <sup>2</sup>	€ 499,00		
12 m <sup>2</sup>	€ 599,00		
white	black	wood	

THE SHOE DAYS (Focus on all product segments)

### FEBRUARY 28<sup>TH</sup> - MARCH 2<sup>TH</sup> 2021

4 m <sup>2</sup>	2 days	€ 799,00	
4 m <sup>2</sup>	3 days	€ 899,00	
8 m <sup>2</sup>	2 days	€ 1.099,00	
8 m <sup>2</sup>	3 days	€ 1.199,00	
12 m <sup>2</sup>	2 days	€ 1.299,00	
12 m <sup>2</sup>	3 days	€ 1.399,00	
18 m <sup>2</sup>	2 days	€ 1.599,00	
18 m <sup>2</sup>	3 days	€ 1.699,00	
24 m <sup>2</sup>	2 days	€ 1.899,00	
24 m <sup>2</sup>	3 days	€ 1.999,00	
white	black	wood	

The Sunday and Monday of De Schoenendagen are mandatory. Other days can be booked according to your own wishes and are not mandatory.

**All amounts mentioned at this page are excluding VAT.**

CAST has the right to amend prices at all time.

# REGISTRATION FORM TRADE FAIRS 2021-1

## TRADE FAIR OPTIONS

Check below which trade fairs you would like to participate in (multiple options possible).  
Check below which size and color you prefer. The eventual choice of color / size are determined based on availability.

### LEDERWARENDAGEN (Focus on leathersgoods)

#### MARCH 15 & 16 2021

4 m <sup>2</sup>	2 days	€ 799,00
8 m <sup>2</sup>	2 days	€ 899,00
12 m <sup>2</sup>	2 days	€ 1.099,00
white	black	wood

### THE COMFORT DAYS (Focus on comfort products)

#### MARCH 22 & 23 2021

4 m <sup>2</sup>	2 days	€ 699,00
8 m <sup>2</sup>	2 days	€ 849,00
12 m <sup>2</sup>	2 days	€ 999,00
white	black	wood

All amounts mentioned at this page  
are excluding VAT.

CAST has the right to amend prices at  
all time.

# RULES FOR STAND CONSTRUCTION

## Construction and deconstruction

Stand build up can be done the week before the event starts.

You are able to set up your stand on the last Friday before the actual event (between 8.00 AM - 5.00 PM) or in the morning before the opening hours of the actual event (between 07:30 AM - 09:00 AM).

Point of attention: Make sure you are ready on time. The trade fair will be open for attendees at 09.00 AM (except on Sunday at De Schoenendagen and at De Lederwarendagen 10:00 AM).

Please be aware that everybody will start deconstructing after 17.00 PM. It will not be appreciated when somebody starts earlier.

## Uniformity

- It is not allowed to place brand banners, promotional material or large objects (without permission of the trade fair management). Products need to be shown uniform.
- Do not place any products on the floor.
- No objects or display material placed above eye level (1.50m).
- Do not move/replace units yourself.
- Do not attach anything on the units.

## Coffee, tea and lunch

Due to corona circumstances coffee and tea will be hand out several times a day. For some fairs we also hand out lunches. This will be confirmed with your registration.

## COVID-19

- Please wear a mask where asked.
- Disinfection gel is available at various places in CAST.
- There is a mandatory walking direction on the exhibition floor, follow the arrows!
- Stay in your own stand as much as possible.
- Don't stand together in groups.
- Respect the house rules.

## Parking tickets

Parking tickets are not always included in the price. The maximum costs are €5,- a day.

## CONFIRMATION OF PARTICIPATION

Thanks for your confidence in CAST! Please follow the next steps to confirm your participation:

1. Fill in this form completely.
2. Make sure you save the file at your computer.
3. Send the file to [info@cast.nl](mailto:info@cast.nl)
4. Your file will be checked by CAST.
5. Your confirmation will be send to you within 5 working days.

Please note: CAST reserves the right to refuse applications for exhibition participation without an obligation for explanation.

After payment your participation is final. Payments are always upfront and non-refundable. We must have received your payment before the construction of the exhibition. Overdue payments will be charged with administration-fees.

I have read the [Terms and Conditions](#) below and I agree.

Date:

Signature Exhibitor:

(This is a digital signature that is legally binding):

# TERMS AND CONDITIONS

## GENERAL

### Article 1. Definitions

- 1.1. In these general terms and conditions, the terms used have the following meaning, unless other written or electronic agreements are made about this or the context indicates otherwise:
- a. General terms and conditions: the present general terms and conditions;
  - b. CAST: the user of these general terms and conditions: The Exhibitor Association for accessories, Shoes and Bags, trading under the name "C.A.S.T." located at Buizerdlaan 6 in Nieuwegein and registered with the Chamber of Commerce under Chamber of Commerce number 40259384;
  - c. Exhibitor: the natural person who is acting in the exercise of his profession or his company or the legal person who acts with CAST. has entered into an agreement or wishes to enter into an agreement with CAST;
  - d. Exhibition accommodation: the space where the exhibition takes place, as made available by CAST;
  - e. Accommodation tenant: the natural person or legal person who rents out to CAST the space where the exhibition is held;
  - f. Exhibition confirmation: the written or electronic confirmation prepared by CAST, which CAST sends as a result of an agreement by the exhibitor on CAST's offer;
  - g. Registration form: the document with which the exhibitor indicates that he wants to participate in the exhibition;
  - h. Agreement: the agreement between the exhibitor and CAST;
  - i. Fair: the fair, exhibition, event or event for which the agreement has been concluded;
  - j. Articles: the articles displayed by the exhibitor at the fair and / or services offered by him at the fair;
  - k. Stand space: the exhibition area, expressed in square meters, made available to the exhibitor, the location, size and type of which are indicated by CAST;
  - l. Participation costs: all costs owed to CAST by the exhibitor in connection with his exhibition participation, including costs relating to the stand space and all other costs.

### Article 2. General

- 2.1. These general terms and conditions apply to every offer from CAST and to every agreement between CAST and the exhibitor, to the extent that the parties have not explicitly deviated from these terms and conditions in writing or via e-mail.
- 2.2. These general terms and conditions also apply to additional assignments and follow-up assignments from the exhibitor.
- 2.3. The applicability of any purchase or other conditions of the exhibitor is explicitly rejected.
- 2.4. If one or more provisions of these general terms and conditions are wholly or partially annulled or annulled by the court at any time, this does not affect the effect of the other provisions. The invalid or voided provisions will be replaced by CAST, whereby the aim and scope of the original provision (s) will be taken into account wherever possible.
- 2.5. If CAST does not always require strict compliance with these general terms and conditions, this does not mean that these general terms and conditions would not apply or that CAST would lose the right to comply with these strict conditions in future, whether or not similar. general terms and conditions.
- 2.6. CAST has the right to change these terms and conditions and to declare the new terms and conditions applicable to the existing agreements. The exhibitor will be informed in writing or via e-mail of the amended general terms and conditions and of the date on which the new general terms and conditions take effect.
- 2.7. The Dutch text of these general terms and conditions is decisive.

### Article 3. Offer

- 3.1. If an exhibitor wishes to participate in an exhibition, the exhibitor can complete the (online) registration form. CAST will then make an offer to the exhibitor via e-mail.
- 3.2. Before the exhibitor can send the online registration form, the exhibitor must click to agree with these terms and conditions.
- 3.3. If the exhibitor uses a written registration form, then these general terms and conditions will be provided to the exhibitor before or at the conclusion of the agreement.
- 3.4. Every offer from CAST is without obligation.
- 3.5. The CAST offer is based on the information provided by the exhibitor. If this information is found to be incomplete or incorrect, it may have consequences for the amount of participation fees.

3.6. CAST cannot be held to the offer if the exhibitor can reasonably understand that (part of) the offer contains an obvious mistake or error.

3.7. A composite offer does not oblige CAST to execute part of the offer at a corresponding part of the stated price.

3.8. An offer does not automatically apply to future agreements.

#### **Article 4. Formation of the agreement**

4.1. The agreement is established after the exhibitor has agreed to the offer from CAST via e-mail. After the conclusion of the agreement, CAST sends the exhibitor an exhibition location and the invoice via e-mail. This exhibition confirmation includes the essentials (including the size of the stand space, participation costs, location) with regard to making the stand space available to the exhibitor.

#### **Article 5. The agreement**

5.1. The agreement means that CAST makes a certain stand space available to the exhibitor for a fee for the participation fee, for the period of the exhibition in question.

5.2. CAST has the right to engage third parties in the performance of the agreement, without notifying the exhibitor, to purchase goods from third parties, to purchase services from third parties and to have the agreement fully or partially performed by third parties.

#### **Article 6. Changes**

6.1. Requirements indicated by the exhibitor on the registration form or in any other way, changes and additions made by himself, and other (deviating from these general terms and conditions) agreements are only part of the agreement if these changes are made in writing or via e-mail. mail have been confirmed by CAST.

#### **Article 7. Obligations of the exhibitor**

7.1. The exhibitor shall ensure that all data, of which CAST indicates that they are necessary or of which the exhibitor should reasonably understand that they are necessary for the performance of the agreement, is provided to CAST in a timely manner.

7.2. The exhibitor is fully responsible and liable for the fulfillment of all obligations that are the result of entering into the agreement.

7.3. If a period has been set by CAST for the submission of a document by the exhibitor, the date of receipt of the document by CAST must be determined or timely responded.

7.4. The exhibitor is not permitted to transfer his rights and obligations arising from the agreement to a third party without prior permission from CAST.

7.5. CAST assumes that the exhibitor complies with all his legal obligations.

7.6. The exhibitor is obliged to inform CAST immediately about facts and circumstances that may be relevant in connection with the implementation of the agreement.

#### **Article 8. Dates, times and exhibition accommodation**

8.1. CAST determines the dates on which and the exhibition accommodation in which the exhibition is held, as well as the times for construction, holding of the exhibition and dismantling.

8.2. CAST can change the dates, times and / or exhibition accommodation set for the exhibition, or decide not to let a exhibition take place. The exhibitor will be notified of such a change via e-mail.

8.3. If the dates, times and / or exhibition accommodation are changed, the agreement remains in full force.

8.4. Under no circumstances can the exhibitor claim against CAST any compensation for costs incurred or damage suffered in connection with a decision as described in paragraph 2 of this article.

8.5. In the event of non-appearance or late appearance, a fine of up to € 500 can be imposed.

#### **Article 9. Classification**

9.1. During the agreed period, the exhibitor is entitled to the stand space as determined by CAST in the exhibition confirmation. The location, area and type of stand space determined by CAST are binding.

9.2. CAST. is entitled at any time before the start of the exhibition to revise the layout of the exhibition and thereby to change the stand space allocated to the exhibitor or to change or regroup groups. CAST. in such a case endeavors to offer the exhibitor a comparable stand space in terms of surface area. Such a change does not entitle the exhibitor to a discount or any other form of compensation.



## **Article 10. Payment**

10.1. Payment of the participation costs and all other payments must be made within fourteen days of the invoice date, all without discount or compensation, unless a different expiry date is indicated on the invoice.

10.2. The participation costs must in any case be received by CAST 7 days prior to the exhibition, regardless of the payment term stated on the invoice.

10.3. The exhibitor is liable for all costs owed to CAST that are in any way related to his participation, regardless of whether these costs were incurred by the exhibitor himself or by third parties acting in his name.

10.4. Even if a different billing address is specified, the exhibitor remains liable to CAST for the payment of all costs related to his participation.

10.5. In the event of late payment of any amount owed to CAST, the statutory commercial interest will be charged from the moment the claim has become due and payable. Collection costs are at the expense of the exhibitor, whereby the extrajudicial collection costs are set at 15% of the principal sum.

10.6. CAST is entitled to first deduct payments made with regard to participation from claims still outstanding from earlier participations at the expense of the exhibitor.

10.7. If the exhibitor has not paid the participation costs or any other amount owed to CAST (in full) before the start of the build-up of the exhibition, then CAST is entitled, after written or verbal notice and notice of default, the exhibitor's access to the (build-up of) deny the scholarship and / or consider the participation agreement with immediate effect to be terminated. In such a case, the exhibitor remains obliged to fully pay the full participation costs, as well as all other costs owed to CAST, without being able to claim reimbursement of costs incurred and / or damage suffered in any way, with regard to the denial of access to the stock exchange and / or the termination of the agreement.

10.8. Payments firstly serve to reduce costs, then to reduce interest and finally to reduce principal.

10.9. In the event of liquidation, bankruptcy, seizure or suspension of payment of the exhibitor, CAST's claims against the exhibitor are immediately claimable.

## **Article 11. Cancellation**

11.1. If the exhibitor cancels the agreement, cancellation costs will be charged to the exhibitor. These cancellation costs are:

a. For cancellations longer than 84 days before the start of the exhibition: 25% of the participation fee;

b. Cancellation 84 days or less and more than 56 days before the start of the exhibition: 50% of the participation fee;

c. For cancellation 56 days or less and more than 28 days before the start of the exhibition: 75% of the participation costs;

d. If you cancel 28 days or less before the start of the exhibition: 100% of the participation fee.

11.2. "Start of the exhibition" means the first set-up day of the exhibition.

11.3. Cancellation must be in writing or via e-mail.

11.4. If, after reclassification by CAST, CAST does not offer the exhibitor comparable stand space, the exhibitor has the right to cancel the participation agreement free of charge. The cancellation must be made in writing or via e-mail within 14 working days after the date of the written or electronic proposal from CAST containing the alternative stand space (s).

## **Article 12. Cancellation and suspension**

12.1. CAST is authorized to suspend compliance with its obligations or to terminate the agreement if: the exhibitor does not, not fully or not timely fulfill the obligations arising from the agreement;

b. at the conclusion of the agreement the exhibitor has been requested to provide security for the fulfillment of his obligations under the agreement and this security is not provided or is insufficient;

c. there has been liquidation of the exhibitor, the exhibitor has been granted a moratorium, the exhibitor has been declared bankrupt, the Debt Management of Natural Persons Act has been declared applicable to the exhibitor or has been placed under guardianship of the exhibitor, the exhibitor has loses all or part of his assets or income, the exhibitor sells his business or if attachment is levied at the expense of the exhibitor and this attachment is not lifted within 3 months.

12.2. CAST is furthermore entitled to terminate the agreement if circumstances arise that are of such a nature that fulfillment of the agreement is impossible or if there are other circumstances that are of such a nature that CAST cannot be reasonably expected to maintain the agreement unchanged. .

12.3. If at any time after the conclusion of the agreement CAST has valid reasons to fear that participation in the exhibition by the exhibitor may in any way cause damage to CAST, the exhibition or other exhibitors, CAST is entitled to the agreement in writing or dissolve with immediate effect via e-mail. The exhibitor then retains the full participation fee as well as the costs associated with his participation at his request by or through CAST. any other costs incurred in full, without prejudice to CAST's right to claim costs, damage and interest.

12.4. Dissolution on the basis of this article can never be a reason for CAST to reimburse any costs incurred or damage suffered to the exhibitor.

12.5. If CAST proceeds to the dissolution of the agreement, the claims of CAST on the exhibitor are immediately due and payable, unless this is contrary to reasonableness and fairness.

12.6. If the cancellation is attributable to the exhibitor or CAST must suspend the execution of the agreement as stated in this article, then the exhibitor is obliged to compensate CAST for the direct and indirect damage and costs incurred as a result.

### **Article 13. Additional products and services**

13.1. CAST can offer additional products and services for the exhibition, whether or not against payment from the exhibitor.

13.2. If and insofar as applicable, CAST determines the way in which publicity statements are edited and reserves the right, if necessary, to shorten the exhibitor's details or to deviate from the exhibitor's statement in any other way.

## **THE FAIR**

### **Article 14. Stand construction and layout of the stand space**

14.1. The exhibitor is obliged to build up or have built up his stand and to arrange for it to be set up during the indicated days and times, with due observance of what has been determined by CAST in this regard.

14.2. The exhibitor will be provided with the stand space without stand construction, furnishing, furniture or any other (technical) facility, unless the parties have agreed otherwise.

14.3. When designing the stand space, the exhibitor must adhere to the other (safety) regulations issued by CAST, the regulations issued by the CAST and / or accommodation tenant, and government and fire regulations.

14.4. At CAST's request, all plans, designs and / or models for stands must be provided by CAST at the latest. be submitted to CAST for approval at the specified time. The construction work may only be commenced after the aforementioned approval has been obtained. CAST reserves the right to refuse its approval, if necessary without giving reasons.

14.5. The height of the stand construction depends on the location. CAST provides the information on this in the stock exchange confirmation.

14.6. The stand construction must be finished on both sides to the full height.

14.7. The placement of a rear wall and two side walls is mandatory, unless the exhibitor has been assigned a corner, head or island stand. Corner, head and island stands must be arranged as such. With a corner position, the placement of a rear wall and 1 side wall is mandatory. The placement of a rear wall is mandatory with a headstand. In the case of an island stand, any aisle side may be closed in accordance with the provisions of paragraph 8.

14.8. Each aisle side of a stand space can be closed up to a maximum of 25%, with a maximum of 2 meters in length and 1.5 meters high.

14.9. CAST has the right to give deviating regulations regarding stand construction.

14.10. If, in CAST's opinion, the layout and / or construction of the stand space is not likely to be completed in time before the end of the construction period, CAST may take all the measures it deems necessary at the expense and risk of the exhibitor.

### **Article 15. Articles to be exhibited**

15.1. During the entire duration and during the opening hours of the exhibition, the exhibitor is obliged to keep the stand space occupied with a sufficient assortment of articles and with sufficient staff.

15.2. The exhibitor is not entitled to exhibit or otherwise promote other items in the stand space than those stated in the registration form.

15.3. The exhibitor's goods are and remain for his own account and risk during the entire period of the exhibition, including the construction and dismantling period. CAST excludes any liability with regard to damage to, loss or theft of goods from the exhibitor.

15.4. CAST will refrain from any interference with regard to disputes, including disputes over intellectual property rights, between exhibitors.

15.5. Without prejudice to the provisions of paragraph 4, with a view to the success of the fair, the exhibitor is not entitled to exhibit articles or to use a certain name or brand name, if this infringes the rights of third parties.

15.6. If CAST so requests, the exhibitor must demonstrate that he is entitled to exhibit the items in question or to use the name or brand name concerned. If this shows that the exhibitor is acting contrary to the provisions of the previous paragraph, or if the exhibitor cannot comply with the request of CAST, then CAST is entitled to remove the relevant articles at the expense and risk of the exhibitor. and to take all other measures it deems necessary. In that case, the exhibitor cannot claim any compensation from CAST for costs incurred or damage suffered.

- 15.7. Other exhibitors cannot derive any rights from CAST stipulated in paragraphs 4, 5 and 6.  
15.8. CAST management has the right to allow a maximum of SKUs per stand (depending on m2).

#### **Article 16. Use of the stand space**

- 16.1. The exhibitor is not entitled:
- a. to hand over the stand space in whole or in part to third parties or to use the space (or have it used) for a purpose other than the parties' agreement;
  - b. make use of the stand space in such a way that other exhibitors or visitors suffer damage and / or nuisance as a result of noise nuisance, obstruction of entrances or passages, obstruction of light or view, or nuisance in any other form, all this at the discretion of CAST;
  - c. to use devices, appliances, heaters, fireplaces and the like with open fire in or near the stand space, unless explicitly permitted or made available by CAST;
  - d. exhibiting or offering articles that are contrary to the law;
  - e. use or store hazardous substances and / or goods, including highly flammable substances, gases or chemical pesticides or radioactive goods, in or near its stand space;
  - f. to place or install goods, furniture, signs or advertising material in the broadest sense outside, above or on the back of the stand space;
  - g. distribute or offer flyers or other advertising material outside the stand space;
  - h. to make photographic, film or video recordings of objects other than their own stand space, which is exclusively reserved to CAST;
  - i. develop activities in or around its stand that, in CAST's opinion, can be harmful to the fair in general, such as activities that may be offensive to certain (groups of) people, activities that violate the law, public order and good morals, and activities that could otherwise damage the image of the fair.
- 16.2. The exhibitor is responsible for supervising his stand space and the items present therein.  
16.3. CAST has the right to exclude POS materials and have them removed from the stand itself.

#### **Article 17. Catering**

- 17.1. Unless otherwise agreed in writing, catering during the exhibition is exclusively reserved for CAST and / or the accommodation tenant or a third party engaged by CAST.  
17.2. The exhibitor is not permitted to sell or provide consumptions and / or stimulants free of charge, unless written conditions are granted in advance by the accommodation tenant or third party engaged by CAST. As an exception to the above, the exhibitor is permitted to provide small drinks to visitors to the stand space.

#### **Article 18. Delivery and removal of goods**

- 18.1. The exhibitor is not permitted to deliver or remove goods during the opening hours of the exhibition.  
18.2. The exhibitor is responsible for the transport, arrival and reception of his or her goods delivered for his participation. CAST does not receive goods from the exhibitor, nor is it liable in any way for this.

#### **Article 19. Cleaning**

- 19.1. The exhibitor is obliged to take care of the cleaning of his stand space during the exhibition.  
19.2. CAST and / or the accommodation tenant is responsible for cleaning the other spaces, such as the aisles.  
19.3. The exhibitor must take care of the disposal of all his waste in accordance with the regulations set by CAST.  
19.4. CAST is entitled to charge him for the costs of removing and disposing of waste left by the exhibitor.

#### **Article 20. Demolition**

- 20.1. The exhibitor is obliged to demolish his stand construction within the specified periods, to vacate the stand space and to deliver it empty and clean, taking into account what has been determined by CAST in this regard.  
20.2. The exhibitor is obliged to return the stand space to its original state. Any damage to goods from CAST and / or the accommodation tenant will be borne by the exhibitor.  
20.3. Goods left behind, including waste, are removed at the expense and risk of the exhibitor.  
20.4. The provisions of this article with regard to the demolition of the stand construction do not apply if the stand construction is included in a stand construction package purchased by the exhibitor.

### **FINAL PROVISIONS**

#### **Article 21. Intellectual property rights**

- 21.1. CAST is entitled to the intellectual property rights related to the exhibition, including at least the (brand) name, logo (s) and the stock market image.  
21.2. CAST may grant the exhibitor the right to use the (brand) name, logo (s) and / or the exhibition image for

promotional purposes. The exhibitor will then only use these brands and / or images in the manner in which they have been made available by CAST. The exhibitor is therefore not permitted to use the brands and / or images for purposes other than to promote the exhibition, or to distort them in any way.

21.3. In the event of violation of the provisions of paragraph 2, the exhibitor is obliged to cease the use of the relevant brand or image at CAST's first request.

21.4. The exhibitor must at all times respect the intellectual property rights of CAST, the accommodation tenant and the other exhibitors.

## **Article 22. Confidentiality**

22.1. Both parties are obliged to maintain the confidentiality of all confidential information that they have received from each other or from another source in the context of their agreement. Information is considered confidential if this is stated by the other party or if this results from the nature of the information. The party that receives confidential information will only use it for the purpose for which it was provided.

22.2. If CAST is obliged to provide confidential information to third parties designated by law or competent court on the basis of a legal provision or a court ruling and CAST cannot rely on a legal or recognized right of the competent court or authorized by the competent court in this regard, then CAST is not obliged to pay compensation or compensation and the exhibitor is not entitled to terminate the agreement.

## **Article 23. Other regulations and deviations from the general conditions**

23.1. CAST is entitled to provide additional (safety) regulations in the context of the smooth running of the exhibition.

23.2. The exhibitor is obliged to strictly comply with and follow all the regulations and government regulations (including fire regulations) issued by the accommodation tenant or CAST and referred to in paragraph 1.

23.3. In the event of any conflict between these general terms and conditions and any other regulation given by CAST, the accommodation tenant or the government, the exhibitor must contact CAST. CAST will then determine which rule prevails in the specific case.

## **Article 24. Liability and prescription**

24.1. The exhibitor vouches for CAST and the accommodation tenant, and remains jointly and severally liable for compliance with the provisions of these general terms and conditions and all other regulations, as referred to in article 23, at all times.

24.2. The exhibitor is liable for all (indirect) direct damage that CAST suffers as a result of a shortcoming attributable to the exhibitor, including non-compliance, improper or late compliance with any provision of these general terms and conditions and / or other regulations such as referred to in Article 23. The exhibitor indemnifies CAST for claims from third parties, including the accommodation tenant.

24.3. The exhibitor must take out adequate insurance for his participation in the exhibition.

24.4. CAST cannot be held to compensate for any damage that is a direct or indirect consequence of: an event that is in fact beyond its control and therefore cannot be attributed to its actions, as described, among other things, in Article 25;

b. any act or negligence of the exhibitor, his subordinates, or other persons, who have been put to work by or on behalf of the exhibitor.

24.5. The exhibitor is responsible under all circumstances for the accuracy and completeness of the information provided by him. CAST is never liable for any damage that is (partly) caused by the information provided by the exhibitor being incorrect and / or incomplete. The exhibitor indemnifies CAST against all claims in this regard.

24.6. CAST is not liable for mutilation or loss of data as a result of sending the data using telecommunication facilities.

24.7. CAST is not liable for any damage suffered directly or indirectly by the exhibitor, his staff or visitors, caused by the fact that the provisions of these general terms and conditions and the rules referred to in Article 23 have not been followed or have not been followed correctly or in time.

24.8. CAST can never be held liable for consequential damage. Consequential damage is understood to include: business damage, loss of production, lost savings, loss of sales and / or profit, delay damage, labor costs, data loss, physical injury, reputation damage and imposed fines.

24.9. CAST is not liable for direct or indirect damage suffered by the exhibitor, which is the result of non-compliance with any obligation arising from an agreement concluded between the exhibitor and a third party with regard to the provision of services in connection with participation in the exhibition from the exhibitor.

24.10. If CAST should be liable for any damage, then the liability of CAST is limited to the amount of the payment made by the insurer of CAST. If the insurer does not pay out in any case or the damage is not covered by the insurance, then CAST is liable, limited to a maximum of the invoice amount of the agreement to which the liability relates.

24.11. The limitations of liability included in this article do not apply if the damage is due to intent or willful recklessness on the part of CAST.

24.12. Claim rights and other powers of the exhibitor on whatever grounds against CAST will in any case lapse after the expiry of 1 year from the moment when a fact occurs that the exhibitor can use these rights and / or powers against CAST.

#### **Article 25. Force majeure**

25.1. CAST cannot be obliged to fulfill the agreement if there is force majeure. Force majeure is understood to include: a non-attributable shortcoming by a third party engaged by CAST; data loss due to computer failure; virus infection or computer breach by third parties; internet and power failure; failure in e-mail traffic; weather influences; flooding; landslides; war; war danger; terrorism; barriers by third parties; fire; theft; government measures.

25.2. If there is a force majeure situation, CAST will inform the exhibitor of this as soon as possible.

#### **Article 26. Applicable law and competent court**

26.1. All disputes that arise between CAST and an exhibitor as a result of the agreement or these general terms and conditions will be settled under Dutch law.

26.2. All disputes regarding agreements between the exhibitor and CAST are submitted to the competent court in the district where CAST is located.

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