

# Dibevo Trade Fair Regulations 2021

10 AND 11 OCTOBER | THE BROODFABRIEK RIJSWIJK

## ARTICLE 1 | DEFINITIONS

1. For the purpose of these regulations De Broodfabriek, having its registered office in Rijswijk (Netherlands) will be referred to as 'the Broodfabriek,' and the Vereniging Landelijke Organisatie Dibevo, with its registered office in Amersfoort (Netherlands), as 'Dibevo', as well as their principally authorised representatives, by virtue of engagement or mandate.
2. In these regulations all those who, by virtue of their signing of the agreement with Dibevo to participate, or by virtual registration via [exosant.dibevovakbeurs.nl](http://exosant.dibevovakbeurs.nl), have entered into the rental agreement for stand space as well as their authorised representatives, by virtue of engagement or mandate, will be referred to as 'exhibitor'.
3. When used in these regulations, the term 'organiser' refers to Dibevo. As such, Dibevo is responsible for the organisation of this exhibition.
4. In these regulations 'Technical Services' is defined as the Technical Services Office of the Broodfabriek.
5. In these regulations 'exhibition complex' is defined as the exposition accommodations and the adjoining properties of the Broodfabriek.
6. In these regulations 'exhibition' is defined as the Dibevo Trade Fair, with respect to which the participation contract is concluded.
7. Special written agreement notwithstanding, 'rented space' is defined as the stand (space) or area:  
expressed in square metres (m<sup>2</sup>) for the exhibition area rented by the exhibitor, the location, shape and height of which are determined by Dibevo, taking into consideration the fact that the maximum height is determined partly by the height of the existing ceiling.

## ARTICLE 2 | GENERAL PROVISIONS

1. With the exception of the participation contract, the regulations are an integral part of every agreement concluded between Dibevo and the exhibitor.
2. With respect to Dibevo, the exhibitor cannot invoke any rights from agreements involving participation which are contrary to these regulations, without receiving signed written permission for these agreements from Dibevo.
3. Third parties may not invoke rights with respect to the Broodfabriek from these regulations.
4. Dibevo reserves the right at all times to, due to special circumstances including those which have been caused through no fault of its own (*force majeure* in the broadest sense of the word, such as fire, national emergency, pandemic, government measures etc.), change exhibition dates and times previously announced or set out in participation contracts, or even to determine that the exhibition will not be held. In this case, regardless of whether or not stand space has already been assigned to them, exhibitors will not be able to make valid claims against Dibevo for the compensation of any type of damage, regardless of the nature or cause of the resulting damage.
5. Changes in planned dates and times as provided for under 4 do not entitle exhibitors the right to withdraw all or part of their registration.
6. In the event the exhibition is cancelled, registration and any assigned stand space will be considered cancelled. Payments made by exhibitors for stand rental will be refunded, less the costs already incurred by the exhibition organisers. All or part of these costs may be divided among the exhibitors proportionally on the basis of the surface area of the stand space for which exhibitors registered, or which was assigned to them. This refund will be paid within 60 days of the decision to cancel the exhibition.
7. If, in Dibevo's judgement, too few exhibitors have registered for the exhibition, it reserves the right to cancel the exhibition, to the start of the exhibition. In this case, regardless of whether or not stand space has already been assigned to them, exhibitors will not be able to make valid claims against Dibevo for the compensation of any type of damage, regardless of the nature or cause of the resulting damage.

## ARTICLE 3 | ORGANISATION

1. The Dibevo Trade Fair is organised by Dibevo under the supervision of the Dibevo Suppliers Commission. In the event of problems and/or disputes before, during or after the exhibition, the Suppliers Commission may intervene and make binding decisions.

## ARTICLE 4 | PARTICIPATION

1. Exhibitor participation in the Dibevo Trade Fair is open to national and international companies that are involved in commercial activities as described in Article 4 paragraph 1c of the Dibevo charter and include:
  - the manufacture of and wholesaling in pet products and foods, as well as products for sport fishing, equestrian sports and pet care companies, all of this in the broadest sense of these terms.
  - the import and export (as well as the breeding) of live animals, aquarium and pond fish;
  - the supply of products such as those which may be used for the operation of companies in the pet trade industry in the broadest sense of the terms.Additionally, companies, organisations and institutions involved in service or educational activities relating to and/or focusing on the (retail) trade described above may also participate in the Dibevo Trade Fair, on the understanding that requests for stand hire may be refused if the requests involve organisations that, according to Dibevo;
  - do not make a positive, constructive contribution to the keeping of pets;
  - do not make a contribution to the development of the industry;
  - communicate certain concepts that have no place at a trade fair for companies involved in the pet trade industry;
  - do not contribute to an enrichment of the exhibition.

2. Registration for participation in the exhibition must be done via a digital registration form intended for this purpose via [exosant.dibevovakbeurs.nl](http://exosant.dibevovakbeurs.nl).

If the form is signed by an individual who is not authorised by the exhibitor involved, Dibevo will consider this to be an authorised signature and hence will compel the exhibitor to accept all consequences arising from this registration. After registration, exhibitors will automatically receive confirmation. In this case, it also applies that in the event the form is signed by an individual who is not authorised by the exhibitor involved, Dibevo will consider this to be an authorised signature and hence will compel the exhibitor to accept all consequences arising from such a registration.

3. The completion and signing of the registration form by the exhibitor qualify as an irrevocable offer from the exhibitor to take part in the exhibition. This offer is considered accepted by Dibevo if and as soon as Dibevo has provided the exhibitor with a confirmation of the registration.
4. By signing the digital registration form via [exposant.dibevovakbeurs.nl](http://exposant.dibevovakbeurs.nl), the exhibitor certifies that it has knowledge of and accepts the Trade Fair Regulations that are in force as part of the registration.
5. In the event the amount of stand space for which registrations have been received exceeds the amount of stand space available, less space is thus available for assignment and registrations may be denied. In the event of the latter, the party requesting stand space may be placed on a waiting list at the applicant's request.
6. Under special circumstances, Dibevo is authorised to change the previously assigned stand space, without recourse by the exhibitor for compensation for damages, regardless of the type or cause of the damage. In this case, the exhibitor is entitled to cancel its participation in the trade fair within one week of the announcement of this change, by providing notice is sent by registered post.
7. Registration may not be withdrawn unilaterally by the exhibitor, yet may be changed, subject to art. 5.
8. In certain cases, Dibevo may determine that a registration will not be processed. amount 4.1
9. In principle, an exhibitor is not permitted to sublease or assign all or part of its allotted stand space to a third party, nor to exchange space with another exhibitor without receiving written permission from Dibevo for this purpose.
10. If an exhibitor has not taken up occupancy of its assigned stand space within 24 hours prior to the opening of the exhibition to visitors, Dibevo may, without further summons or notice of default being required, regain possession of this space, without being required to refund previous payments and without waiving the exhibitor's obligation to pay any outstanding amounts due.

## ARTICLE 5 | CANCELLATION

In the event an exhibitor wishes to cancel a previously submitted registration, it must submit a written request to Dibevo sent by registered post. Dibevo will only grant this request for cancellation of registration in the event the exhibitor has paid the applicable penalty in the form of a cancellation fee, the amount of which is determined according to the schedule below:

- 25% of the stand rental in the event the cancellation occurs at least six (6) months prior to the first set-up day of the exhibition;
- 50% of the stand rental in the event the cancellation occurs at least four (4) months prior to the first set-up day of the exhibition;
- 75% of the stand rental in the event the cancellation occurs at least two (2) months prior to the first set-up day of the exhibition;
- 100% of the stand rental in the event the cancellation occurs at least one (1) month prior to the first set-up day of the exhibition in which case this will be increased by the costs incurred by Dibevo to furnish unoccupied stand space.

## ARTICLE 6 | ADMISSION

1. Admission to the Dibevo Trade Fair is reserved for companies and individuals that are involved and/or employed in the pet trade industry to a significant degree. Admission to the Dibevo Trade Fair is reserved for businesses (and their family and personnel) involved in commercial or educational activities including:
  - retail trade and/or mobile trade in pets and pet products;
  - retail trade and/or mobile trade in angling products;
  - (traditional) pet care companies such as kennels and grooming salons;
  - pet cemeteries and crematoriums;
  - businesses involved in the garden products sector, to the extent the product range sold also extends to the pet industry;
  - traditional companies involved in the breeding of pets kept as a hobby or for companionship.
2. Before each exhibition, Dibevo will send an invitation to all of the companies that are members of the association, and those which satisfy the description stipulated in paragraph 1 of this article. Members of Dibevo will be granted free admission upon presentation of the invitation, granting entrance to a maximum of four (4) people. All other guests will pay the valid price of admission per person via the registration system or a code for the registration system at the cash desk.
3. Invitations extended by exhibitors to business associates (who do not fall under the category mentioned under 6.1) will only be permitted via intervention from Dibevo. Exhibitors may order **customer tickets** via the exhibitor platform. The exhibitor may distribute these tickets to business associates mentioned under 6.1. At the end of the exhibition, participants will be invoiced for the actual number of visitors attending the exhibition.
4. Through several repeated announcements, Dibevo will remind its customers (non-members) of the possibility to pre-register to attend the trade fair. This pre-registration may be arranged by using a code via the registration system.
5. Exhibitors and their personnel and/or employees designated to work at the stand will be granted free admission at the cash desks and checkpoints for the duration of the exhibition upon presentation of the exhibitors' passes which are strictly non-transferable and specially designated for this purpose. These exhibitor badges may be requested free of charge via the exhibitor platform. The number of badges which may be requested free of charge is dependent upon the surface area of the reserved stand space. If the person desiring admission cannot present a valid exhibitor badge, he or she will have to pay the pre-determined price of admission.

## ARTICLE 7 | STAND RENTAL

1. The stand rental amount due is calculated per square metre of assigned stand space. Dibevo members in the suppliers section are charged 'cost-price' rates. Non-members pay an extra charge. The proceeds of rental is part of the Dibevo budget for the year in which the relevant Dibevo Trade Fair falls. The budget will be adopted at the Members Meeting of Dibevo.
2. Stand rental must be made paid in two instalments:
  - a. After reservation of stand space via the digital registration form and after Dibevo has provided the exhibitor with confirmation in writing of the reservation, the exhibitor will receive an invoice for part of the total stand space rental at a date to be determined later, yet prior to the start of the trade fair. This portion consists of the reservation fee in the amount of 15% of the total stand rental, to be charged including V.A.T. This reservation fee must be paid within 14 days of the invoice date. In the event payment is not received by this deadline, the reservation will automatically be cancelled without prejudice to the provisions of paragraph 5 of this article.
  - b. The invoice for the balance of the stand rental amount due, which is also invoiced including VAT, must be paid no later than 28 days prior to the start of the trade fair. If the stand rental payment has not been received by the aforementioned due date, Dibevo has the right to refuse this space and to subsequently rent the stand to another exhibitor. In this case, the provisions of paragraph 5 of this article will also remain

applicable in their entirety.

3. If the final invoice is dated less than 28 days in advance of the first set-up day of the trade fair, the amount of rental due must be paid by return, yet must be received by Dibevo no later than the first set-up day of the exhibition.
4. Exhibitors which have received written confirmation from Dibevo of participation in the Trade Fair are obliged to pay the full stand rental amount (reservation fee plus the balance of the rental fee due), even in the event that they ultimately do not exhibit. Dibevo will make decisions regarding any possible refunds, including or excluding any administrative costs which have been or will be incurred.
5. The stand rental fee due may consist of several components, depending on the trade fair. For example, in addition to the rental of stand space, additional services may also be invoiced.

## **ARTICLE 8 | STAND CONSTRUCTION**

1. The participant will utilise the stand space assigned to it, including any of the following components: standard stand construction, lighting (1 double spotlight per 4 square metres of stand construction), standard printing of name on the frieze panel. If the stand does not come with a frieze panel, the exhibitor must arrange for the name to be applied, and at a location determined in mutual consultation with Dibevo, using special tape or Velcro made available by the stand construction supplier. Companies using their own stand construction will not have a frieze panel mounted to the stand. In this case, the exhibitor must furnish the lighting for the stand. The exhibitor must also request the electrical connection necessary for this purpose.
2. The stand construction used by the exhibitor may not extend beyond the borders assigned to the stand space rented. Dibevo may lift the restriction on this prohibition with respect to the height of the stand, under certain conditions. The exhibitor may be invoiced for the use of these extra square metres after the close of the exhibition.
3. Dibevo is entitled to require the exhibitor to submit all plans, designs and/or models for stands at a date to be determined prior to the set-up period of the exhibition for approval. Set-up activities may only commence upon receipt of approval for this request, in the event it is required.
4. In order to retain the required uniform nature of the exhibition, Dibevo may issue special guidelines.
5. The rented space will be assigned numbers to designate the location, using a method and location to be determined by Dibevo. The exhibitor may not remove or move these numbers in any way without permission from Dibevo.
6. The stand construction elements, signage, panels, safeguards for switch boxes and column upholstery installed or made available by the Broodfabriek or third parties it engages for this purpose may not be removed or moved, or painted over.
7. It is prohibited to fasten wiring to the ceilings or roof structures to hang stand ceilings, awnings, light fittings, etc.
8. Multi-storey construction is prohibited, unless otherwise agreed upon in writing.
9. Dibevo rejects all liability concerning the safety of the construction, and the construction used for the stands and the installations contained therein. The Broodfabriek is liable for the quality and placement of the stand materials reserved.

## **ARTICLE 9 | STAND SET-UP**

1. The exhibitor will be provided with the opportunity to set up its stand in the space it has rented during a time to be determined by Dibevo on the Thursday, Friday and Saturday prior to the exhibition.
2. Dibevo can enforce a badge regulation during the set-up period. Badge holders only will be permitted admission to the complex. An exhibitor badge must be presented upon request to any security personnel appointed for this purpose.
3. The exhibitor may design the stand as it sees fit, in observance of the guidelines involving safety, general and aesthetic maintenance issued by Dibevo. See also Article 8.
4. The failure to follow these guidelines will entitle Dibevo to carry out any improvements or modifications it deems necessary, and at the exhibitor's expense. Dibevo reserves the right to demand the submission of the set-up plan for prior approval.
5. The exhibitor is prohibited from setting up exposition materials in such a way that, in Dibevo's judgement, neighbouring stands will be hindered in any way, including visitors' view of these stands.
6. Any switch box platforms, heating and ventilation equipment, wall fixtures or fire safety equipment located in or above a stand must remain easily accessible at all times.
7. Materials used must comply with fire safety guidelines. In the event flammable materials are used such as muslin, burlap, etc., these must be treated with fire-resistant substances.
8. In the event soil, sand or other moisture-attracting/absorbent materials are incorporated into the stand decoration, the floor must be sufficiently protected from the penetration of moisture.
9. Linoleum and other types of the exhibitor's own floor covering may be applied using tape of a maximum width of 1 cm, provided it may be completely removed by the exhibitor after the exhibition.
10. In laying its own floor covering and/or by laying planks, the exhibitor must take into account the need to ensure that the ventilation grates and drains in the floor required for electricity, gas, water and telephone facilities are left accessible.
11. If, in Dibevo's judgement, it is likely that the lay-out or set-up of the rented space will not be completed before the end of the set-up period, Dibevo will take any and all measures it deems necessary. All of the costs arising from these measures will be charged to the exhibitor, without the exhibitor being entitled to invoke any rights to compensation for any damages whatsoever which might occur as a result of the implementation of such measures.
12. It is not permitted to place or affix displayed products and/or promotional materials, regardless of their nature, outside or above the assigned stand space without prior permission from Dibevo (see also Article 8.2).
13. Exhibitors are not permitted to offer any catering services at their own stands.
14. The installation of personal sound systems and providing entertainment in the form of music or other performances is not permitted (video presentations are, however, allowed).
15. It is not permitted to exhibit on or outside of the rented stand space (see Article 8.2 for explanation).

## **ARTICLE 10 | DELIVERY AND REMOVAL OF GOODS**

1. The exhibitor will send its goods to the stand carriage-paid and/or deliver them itself, and will also arrange for their return in the same manner. Exhibitors are also required to comply with any other guidelines concerning this transport given by or on behalf of the Broodfabriek.
2. In order to prevent impediments during delivery and removal of goods:

- a. Parking is not permitted in the buildings, unless this is for the loading and unloading of goods, immediately after which the vehicles must leave the buildings;
  - b. Materials, equipment, unpacked goods, empty packaging materials and the like may not be placed in the aisles. These items must be placed in the stand space or relocated to any available packaging material storage areas.
3. It is prohibited to park vehicles in such a way that they obstruct the entrances to the buildings.
  4. The exhibitor will ensure that the exhibition complex is not damaged in any way during transport activities, and if necessary, will take measures in consultation with Technical Services to avoid causing damage.
  5. The exhibitor is not permitted to remove goods from its stand during the exhibition days.
  6. The removal of waste materials during set-up falls under the exhibitor's responsibility.

#### **ARTICLE 11 | PACKAGING MATERIALS**

1. Starting at 14:00 on the last day of set-up, no packaging materials or other aids may be left anywhere other than in the areas designated by the Broodfabriek for the storage of these materials. Any packaging materials and other aids found after this time will be removed by or on behalf of the Broodfabriek, at the exhibitor's expense.
2. The Broodfabriek accepts no liability whatsoever for the packaging materials and other aids present at the exhibition complex.

#### **ARTICLE 12 | DISMANTLING AND VACATING THE STAND**

1. After the exhibition, the exhibitor will be provided with the opportunity to remove valuables from its rented stand space during a period to be determined by Dibevo.
2. After the dismantling period, the exhibitor is required to leave its rented stand space in the same condition as that in which Dibevo made it available. Any damage to or contamination of this space detected by the Broodfabriek will be repaired by the Broodfabriek and the costs associated with these activities will be invoiced to the exhibitor.
3. Dismantling activities, the removal of goods, delivery of packaging materials and other aids and the packing of goods may not commence until a time determined by Dibevo.
4. If the rented stand space is not vacated in its entirety on time, Dibevo is entitled to carry out the following, at the exhibitor's expense:
  - a. To remove any materials, goods or packaging materials belonging to the exhibitor and store these.
  - b. To return the space to the condition it was in when it was first made available to the exhibitor.
  - c. The Broodfabriek is entitled to destroy or sell, at its discretion, any materials for which the owner is unknown to the Broodfabriek and which have not been claimed by the owner within one month of the close of the exhibition.

#### **ARTICLE 13 | TECHNICAL FACILITIES**

1. Any special wishes of the exhibitor with respect to the availability of electricity, gas and water will be taken into account to the extent this is possible, not prohibited by government regulations, and the facilities available at the exhibition complex permit this. Any costs associated with these facilities will be invoiced to the exhibitor. Any special wishes on the part of the exhibitor must be reported on the digital request forms referred to in Article 14 of these regulations.
2. The work related to electrical, gas and water connections may be performed by order of and at the expense of the exhibitor by the Technical Services Office of the Broodfabriek, or by certified fitters. The exhibitor must notify the organisers of these wishes using the request forms referred to in Article 14 of these regulations.
3. The Broodfabriek will supervise the work to be performed by the fitters, and is entitled to provide any instructions it deems necessary to the exhibitor and/or the fitter(s) it has contracted, and these instructions may not be deviated from in any way.
4. The connections for equipment installed within the rented stand space to the pipes and/or cable networks of the exhibition complex may be laid exclusively by the Broodfabriek's Technical Services Office.
5. The Broodfabriek is entitled to refuse to install the connections referred to in the previous paragraph, or to disconnect existing connections if the exhibitors or their agents, in the Broodfabriek's judgement, fail or have failed to sufficiently follow the instructions referred to in the third paragraph of this article.
6. The exhibitor and its agent(s) are prohibited from making any alterations to the pipes and connections.
7. The Broodfabriek refuses all other liability in respect of the exhibitor in connection with the availability of electricity, gas and water than that accepted by the utility companies concerned vis-à-vis the Broodfabriek.
8. The exhibitor is required to observe the guidelines of the Broodfabriek and the utilities companies with regard to the use of electricity, gas and water. Any violation will result in disconnection, without the exhibitor being entitled to invoke any rights to compensation for damage.

#### **ARTICLE 14 | REQUEST FORMS**

1. Dibevo will only be able to satisfy the exhibitor's wishes with regard to the set-up of its stand and the technical facilities required for participation if and to the extent that the order options made available to exhibitors in digital form allow these possibilities, and only if:
  - a. The aforementioned wishes are clearly stated on the order forms;
  - b. The request forms are submitted to Dibevo in the exhibitor platform before the specified deadline;
  - c. The exhibitor has paid any deposits required by Dibevo in settlement of the costs.
2. By submitting the digital order forms, the exhibitor is bound to Dibevo and/or the Broodfabriek to pay the costs associated with the delivery or temporary availability of goods or the performance of services on its behalf or through the intervention of the Broodfabriek.

#### **ARTICLE 15 | DIBEVO EXHIBITORS HANDBOOK**

Exhibitors which have reserved stand space via registration will receive login codes for access to the exhibitor platform containing an overview of all of the exhibition activities which may or must be undertaken together with Dibevo. In addition to the various request forms for services to be provided by the Broodfabriek (see Article 14), this platform also contains all of the necessary request forms, as well as overviews of the service activities Dibevo provides within the scope of the exhibition.

## **ARTICLE 16 | SAFETY**

Without prejudice to its obligation to conduct itself in accordance with the guidelines issued or to be issued by the government in the interest of safety, the exhibitor is required to conduct itself in accordance with the regulations, provisions and instructions issued or to be issued by the Broodfabriek, Fire Brigade and Municipality in the interest of safety regarding the exposition of certain goods or demonstrations, regardless of their nature. See also the provisions under Article 21; INSURANCE/LIABILITY.

## **ARTICLE 17 | CLEANING**

1. The cleaning of all of the areas accessible to the public will be carried out as long as the exhibition hall or the building open for visits to the stands is opened by or on behalf of the Broodfabriek.
2. The exhibitor is required to keep its stand and the items contained therein tidy during the days the exhibition is open.

## **ARTICLE 18 | OTHER PROVISIONS**

1. Failure on the part of the exhibitor to follow the guidelines, provisions or instructions issued or to be issued by the Broodfabriek will result in the right of the latter to take any necessary measures, at the exhibitor's expense, to ensure adherence to the previously mentioned guidelines, provisions or instructions.
2. The exhibitor is required to take all necessary precautions in order to prevent damage to the exhibition complex and/or the property found in or around the complex. The costs related to repair or restoration in the event of any damage will be compensated by the exhibitor.
3. The exhibitor will ensure that the exhibition complex is not contaminated in any way during transport activities, by itself, its personnel or its agents, nor that it will be used as a location to storage waste, packaging or other materials. In the event the exhibitor or the persons for whom it is responsible are or remain in default in this regard, any necessary cleaning and/or removal will be carried out at the exhibitor's expense.
4. Insofar as possible, Dibevo will take all wishes into account which are indicated on the order forms, provided these forms are received by the deadline. Exhibitors may not, however, derive any rights in this respect.
5. Dibevo strives to achieve the highest possible balance in the assignment of stand space, and to take as many special requests into account as possible.
6. Exhibitors will not be entitled to derive any rights with regard to the floor plan.
7. Exhibitors are not entitled to derive any rights regarding the final floor plan, nor in regard to those of any future exhibitions.
8. The solicitation of business by non-exhibiting companies is not permitted within the exhibition venue.

## **ARTICLE 20 | OTHER PROHIBITIONS**

Without prior written permission from or on behalf of Dibevo, the exhibitor is prohibited from:

1. closing or having its stand unmanned during the period that the exhibition is open to visitors, covering up all or part of the displayed goods, or otherwise indicating that these goods have been sold;
2. distributing price lists, circulars and the like in and around the venue, or advertising in any other way or attracting attention to its company, business activities or products anywhere other than at its stand;
3. projecting images, amplifying voices using loudspeakers, playing music and/or creating noise, all of this to the extent it can produce a hindrance, or placing moving goods;
4. holding lotteries, competitions and/or other 'market stall' activities as well as advertising products for goods or services that are not admitted to the exhibition, nor on behalf of companies, institutions or organisations that have not rented stand space at the exhibition;
5. conducting surveys or having surveys conducted by others among visitors and exhibitors of the exhibition within the exposition venue or properties belonging to it;
6. creating sketches, photographs or other images of objects other than those present at the exhibitor's own stand. Dibevo reserves the right to create sketches, photographs or other images at the accommodation, and to use these for its own purposes. The photographic rights concerning the entire exhibition belong to Dibevo.
7. carrying out activities which, in Dibevo's judgement, cause damage to or violate the rights of the exhibition as a collective event, even if these activities do not target the exhibition as such, yet do target one or more exhibitors or groups thereof, all of this to the extent these activities cannot qualify as customary in competitive relationships between companies;
8. charging visitors admission to attend demonstrations, or requiring or requesting compensation;
9. having goods present which cause a nuisance due to an unpleasant odour or other cause, or to operate equipment which produces objectionable noise or light;
10. applying changes to the exhibition venue, including cutting, breaking, drilling, nailing, gluing or other wise damaging surfaces in and/or on floors, walls, ceilings, columns or to otherwise damage these;
11. having inflammable or explosive materials, gases and hazardous materials, including those which present a radiation hazard and/or to burn an open flame inside the venue or on the properties belonging to it;
12. posting bills or other advertising materials to columns, walls, ceilings, rafters and the like in or outside of the stand it is occupying at the exhibition venue;
13. distributing advertising materials which do not relate or do not relate directly to the goods and services it is exhibiting and which have been approved for use at the exhibition, as well as distributing advertising materials of any nature which could cause a nuisance or damage;
14. placing or using name and brand designations or the like which could be misleading or objectionable to exhibitors at other stands, and/or for visitors to the exhibition;
15. using its stand or carrying out activities or conducting itself in such a manner that, in Dibevo's judgement, could create music, odours, behaviour, noise, the obstruction of access, light or view which represents a disturbance, or could create nuisance, danger or damage, or create a situation which is equivalent to conducting unfair competition and/or is at the expense of the good name and reputation of the exhibition, or is in violation of generally accepted standards.

## **ARTICLE 21 | INSURANCE / LIABILITY**

1. Goods, including packaging, which are found at the exhibition accommodations or adjoining properties are placed there entirely at the exhibitor's risk and expense.

2. Dibevo's directors, authorised parties or personnel are not liable for loss or damage, regardless of their nature, arising as a result of loss of or damage to goods, nor for damage occurring as a result of the malfunction or unsatisfactory operation of technical equipment at the exhibition accommodation or by other possible defects at the accommodation or adjoining properties, nor for any type of damage or injury inflicted upon goods or individuals. Exhibitors are required to take out insurance coverage for legal and contractual liability, as well as for the displayed goods and stand materials, regardless of whether or not these are the property of the exhibitor or third parties.
3. The exhibitor is liable for and is required to be insured for every type of damage, caused through its own fault or negligence, that of its personnel or individuals who are in any way employed by it, as well as by persons to whom it has distributed exhibitor badges and/or renewable admission passes. Additionally, the exhibitor is also liable for any contributions or entries (including, yet not restricted to its stand space and displayed goods). The exhibitor will indemnify Dibevo and/or the Broodfabriek from any and all liability that others could invoke in connection with Dibevo and/or the Broodfabriek.
4. The exhibitor is aware of the fact that the use of water in its stand involves additional risks, and that it must strictly comply with any conditions and regulations set out by the organisers in this regard.

In connection with the above, it will be determined that the exhibitor is fully liable for all the risks and damage(s) to individuals and/or goods, regardless of the degree of damage incurred, including consequential damage resulting from the use of water by the exhibitor in the stand it has rented. In the event Dibevo and/or the Broodfabriek could be found liable in this connection, the exhibitor will fully indemnify Dibevo and/or the Broodfabriek from any liability.

Dibevo and/or the Broodfabriek refuse all liability in connection with the use of water and the consequences arising therefrom at the exhibitor's stand. The exhibitor is required to arrange for adequate insurance against this type of risk, and upon request, must provide Dibevo with a copy of the policy document as well as proof of the payment of premiums.

## **ARTICLE 22 | MAINTAINING ORDER**

Dibevo is authorised to take one or more of the following measures, if necessary, at the exhibitor's expense, against the exhibitor, its personnel, individuals in its employ or contracted by it, and anyone in possession of exhibitor badges or renewable admission passes provided by the exhibitor who act in violation of any provision of these regulations or who refuse to follow instructions issued by or on behalf of Dibevo:

1. to revoke participant and/or exhibitor badges and to refuse the party(ies) involved entry to the exhibition and/or the exhibition venue with immediate effect;
2. to close the exhibitor's stand or to evacuate all or part of it, and to have access to the vacant or unoccupied space;
3. to take possession of the displayed goods, as well as all of the materials the exhibitor has set up or installed in the stand, and to store these goods, all of this at the exhibitor's risk and expense, without the exhibitor being entitled to invoke any rights to any restitution of previously paid amounts or any compensation for damage, regardless of the form or cause of this damage, and without prejudice to the requirements it has vis-à-vis the organisers;
4. to exclude the exhibitor involved from participation in exhibitions to be organised in the future.
5. in deviation to the provisions of Section 6:92 of the Dutch Civil Code [BW], in addition to (substitute) compensation for damages, Dibevo will have the right to impose an immediately payable fine in the amount of €500 per incident up to a maximum of €5000 for the violation of any provision of Article 20 and without prejudice to the right to full compensation.
6. the deposit which must be paid prior to the start of the exhibition will be refunded if the following conditions are satisfied: the stand space is left behind in a clean and tidy state at the end of the exhibition, no waste of any kind is left in the stand space at the end of the exhibition, the stand is not torn down earlier than the time the trade fair closes, and the valid parking policy and related regulations are adhered to.

## **ARTICLE 23 | FINAL PROVISIONS**

1. Dibevo reserves the right to use the names of the exhibitors and/or the products they supply in publications and the like.
2. In the event it appears necessary, Dibevo will issue supplementary guidelines which will be considered to be an integral part of these regulations.
3. Any exhibition announcements drawn up by the organisers which are distributed before and during the exhibition, will also be binding as part of these regulations.
4. Decisions made by Dibevo or the Technical Services Office of the Broodfabriek will prevail in every case not provided for by these regulations. If necessary, the Suppliers Commission will make binding decisions in such cases.
5. Dibevo reserves the right to amend or modify these regulations at any time and/or to supplement them in observance of the rights and requirements acquired by the exhibitor, through agreements with them.
6. The legal relationship between the parties is governed exclusively by Dutch law. Any disputes arising from the agreements will also be adjudicated pursuant to the laws of the Netherlands.