

# General Conditions of KMG Circuit Events

## Article 1

- 1.1 This regulation is applicable to everyone who participates in the events organised by KMG Events.
- 1.2 All applicable government regulations are also in force.
- 1.3 Where this regulation refers to "the organization", it refers to KMG Events and/or its representatives.
- 1.4 By "exhibition" this regulation refers to the marketplace of the event.
- 1.5 By "participant" this regulation refers to the company and its personnel that has registered for an event organized by KMG Events and whose registration as such has been accepted by the organization.

## Article 2

- 2.1 Participation in the exhibition is final after written confirmation by the organization and payment of the stall rent.
- 2.2 The stall rent must be paid according to invoice conditions, at any rate before utilization of the site indicated by the organization.
- 2.3 The participant must be an entrepreneur in the sense of the Turnover tax Act 1968 and therefore he agrees to the charge of VAT over the rental of space and/or stall building and/or other supplied products and services.

## Article 3

- 3.1 If the registered person withdraws for whatever reason, at whichever time, he remains responsible for payment of the original rent. Unless the organization provides otherwise, owed costs will not be changed or remitted.
- 3.2 If a participant has not yet set up the site appointed to him two hours before the time when the exhibition is opened for the public, the organization can dispose of the space without any summons or writ of default.

## Article 4

- 4.1 The organization reserves the right to refuse registrations.
- 4.2 The organization is also entitled to exclude a participant from participation temporarily or entirely in case of misbehaviour of the participant, his personnel or his invited guests.

## Article 5

- 5.1 Subletting of the marketplace is not permitted.
- 5.2 Making available or giving marketplaces to third parties free of charge is exclusively permitted after written permission of the organization.

## Article 6

- 6.1 It is forbidden to exhibit any other products than those participant has announced to the organization through the registration form and accepted as such by the organization.
- 6.2 The organization is authorized to remove goods from the exhibition space which have not been announced as such by the participant in the registration form.

## Article 7

- 7.1 If by any cause the organization is not able to make the rented space available to participant, the organization can not be made liable for any resulting damage.
- 7.2 If the exhibition cannot be held, for whatever reason, the organization cannot be made liable for any resulting damage.
- 7.3 If the exhibition can partly not be held, for whatever reason, the participant remains responsible for payment of the original rent. Unless the organization provides otherwise, owed costs will not be changed or remitted.
- 7.4 If the exhibition as a whole cannot be held, for whatever reason, the participant remains responsible for the payment of 20% of the original rent. Unless the organization provides otherwise, owed costs will not be changed or remitted.

## Article 8

- 8.1 The participant is obliged, to keep the hired marketplace provided with a sufficient assortment of articles and with personnel during the opening hours for the public for the entire duration of the event.
- 8.2 Participant is not permitted to start packing goods or dismantling the stall on the last day of the event already before the official closing time for the public.

## Article 9

- 9.1 The participant is committed to comply with all applicable fire safety regulations of the authorities and instructions of the fire brigade.
- 9.2 Participants are not permitted to build up and/or arrange the stall in such a way that other exhibitors, the public and/or personnel of the organization are inconvenienced by this. Gangways must at all times be kept free.

- 9.3 If instructions given by or on behalf of the organization and/or fire brigade about that which is referred to in article 9 section 1 and 2, the organization may take measures accordingly at the expenses of the participant.

#### **Article 10**

- 10.1 Damage to goods or theft of goods which are located in the events' area or in adjacent grounds are at the expenses and risk of the participant.
- 10.2 The participant is personally responsible for the insurance of his goods and/or his personnel located in the events' area or in adjacent grounds.
- 10.3 The organization or its personnel is not liable for damage of whichever nature inflicted on goods or persons by or in connection with participation in the exhibition.
- 10.4 Nor is the organization or its personnel liable for any damage to third parties, caused by the use of the stall or caused by the personnel of the participant.
- 10.5 By signing the registration confirmation, the participant indemnifies the organization against any claims of third parties by such a cause.

#### **Article 11**

- 11.1 The participant is liable for and is obliged to be insured against all damages that are caused by actions or negligence of himself, his personnel and/or his exhibits, in whichever manner, to goods and/or persons employed in or by order of the organization.
- 11.2 By signing the registration confirmation, the participant indemnifies the organization against any claims that others might make in this respect.

#### **Article 12**

- 12.1 Appointing the marketplace and arrangement is effected by the organization and is binding for the participants, both concerning stall size and place.
- 12.2 Deviation of the stall size, marketplace and arrangement is exclusively permitted after written permission of the organization.

#### **Article 13**

- 13.1 It is not permitted to distribute any price lists, newsletters, advertising leaflets and/or other information-providing goods in the exhibition space or in adjacent grounds, without the written permission of the organization.
- 13.2 The activity described in article 13 section 1 is exclusively permitted from the stall which the participant has had allocated by the organization.

#### **Article 14**

- 14.1 If the rented stall has not been cleared on time, the organization is entitled to have goods, materials and/or Packaging material of participant that are present in or near the space, removed and stored, all this at the expenses of participant.
- 14.2 In the circumstances described in article 14.1 the organization is authorized to bring the stall space back into the state, in which it was made available to the participant. The costs incurred by the organization are at the expenses of the participant.

#### **Article 15**

- 15.1 In cases where this regulation and the applicable participation conditions appear not to provide, the organization decides.