

# Terms of delivery, sale and payment of the private company, CEP Projekten B.V. in Amsterdam dealing with uniExpo international



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## Article 1 - Definitions

- These Terms and Conditions are applicable to all transactions of CEP Projekten B.V., trading under the name of uniExpo international (hereinafter referred to as uniExpo). uniExpo is engaged in the provision of advice, supervision and execution of activities in the areas of exhibition construction, conference services and related fields.
- A client is taken refer to both a buyer who has concluded a contract with a Company and a party to whom uniExpo renders its services.
- Unless otherwise agreed, all deliveries are to be made to uniExpo's registered place of business and all payments made to the same address.
- A delivery date is the date agreed upon in writing on which delivery of goods and/or services will be made or, failing this, the first day of the event in question for which the order has been placed.

## Article 2 - General

- Unless otherwise explicitly agreed in writing, these Terms and Conditions are applicable to all transactions in which uniExpo is a part as well as to all offers that have been and will be made by uniExpo and the agreements resulting from them.
- Deviations from these Terms and Conditions as a whole, including special stipulations and provisions, are valid only if they have been explicitly accepted by uniExpo in writing.

## Article 3 - Tenders

- All tenders are made without any incurred obligation and based on uninterrupted execution during normal working hours. They are exclusive of all taxes.
- Third-party costs necessarily incurred in the preparation of a tender may, however, be passed on to the Client.
- In the case of composite tenders, there is no obligation to deliver a part of an order against a price that forms part of total quotation.
- If models, drawings and specifications of work to be produced and/or supplied are only submitted in part at the time of tender, uniExpo is not bound by the price quoted for the complete order should it turn out that the undocumented part of the order requires more work and/or materials than the original documentation.
- Obvious written errors and/or mistakes in tenders by uniExpo exempt it from any duty to deliver and/or damages resulting from this.

## Article 4 - Conclusion of the agreement

- In order is binding upon uniExpo as soon as it has been confirmed in writing, or if execution of the order has begun. The order is restricted to the activities and deliveries that are explicitly and formally noted in the tender and the confirmation of order respectively, whether or not it refers to the design.
- Execution refers to the working out or application of alterations to the original design and/or tender, if or when uniExpo has been led to believe that the order would be obtained as a result.
- All such additional work and deliveries, whatever its nature, continue to be for the Client's account and will be considered to be an alteration to the order. Execution of the said additional work and/or deliveries can only be demanded when a separate advance agreement has been concluded in writing between the parties. This applies to both possible additional work reductions in production work and activities.
- If a third party places an order with uniExpo for the benefit of the Client, this order is binding upon the third party as a separate transaction without this third party deriving any rights from it that can be used against uniExpo.
- Unless it is specially so stated in the confirmation of order, the services rendered by uniExpo are regarded as work and all expenses will be passed on to the Client, irrespective of whether the work performed by uniExpo has led to any or insufficient results.
- Additional administration and/or handling charges may be added to invoices of which the total invoice amount is less than EUR 70,00, independent from conditions stated in article 9 Payments.
- Price increases established independently of uniExpo covering both material and labour costs and other requirements than these labour costs laid down by the government, will be passed on to the Client.

## Article 5 - Alterations to an order

- Alterations to the original order, made by or on behalf of the Client either in writing or verbally and which result in higher costs than estimated at the time of the quotation, will, whatever their nature, be passed on the Client. Likewise, changes that result in a reduction in costs may result in the payment of a lesser amount than was agreed. This will only occur when the Client has received a credit note from the Client for part of the invoice in question, if such an invoice had been sent and as soon as uniExpo agreed to it in writing.
- uniExpo is to be notified by Client of changes requested in the execution of the order after it has been placed, in a timely manner and in writing. In the event of verbal notification or notification by telephone, the execution of the changes are at the Client's own risk.
- Changes made to an order that has already been placed, may result in an extension of the delivery date agreed by uniExpo - who cannot accept responsibility for the results of such delays, for which uniExpo is not taken responsibility.

## Article 6 - Ownership of miscellaneous goods

- uniExpo remains the owner of materials used to carry out an order, unless specifically otherwise agreed or unless ownership of the material or the product to be manufactured is transferred to the Client.
- uniExpo shall take proper care of all goods that have been entrusted into its safekeeping for subsequent use and processing by the Client.
- Without prejudice to anything stated elsewhere in these Terms and Conditions, the liability for these goods remains with the Client at all times. The Client is obliged to insure such goods and to keep them insured against the risk of damage and loss, as well as for injury to third parties, both actual and subsequent, caused by or resulting from these goods, all at its own expense.
- In such cases as the goods are taken into storage by uniExpo and storage charges are incurred at the request and expense of the Client, uniExpo will undertake to bear the risk for these goods.

## Article 7 - Materials and pre-fabrications, including services provided and/or rendered by the Client

- If the Client supplies materials or pre-fabricated items, it is under an obligation to make allowances for the necessary spoilage (material wasted or rendered unusable during processing) incurred by uniExpo.
- In the case of additional deliveries of materials or pre-fabricated items by the Client, uniExpo, except where the Client can prove wastage or intent on the part of uniExpo cannot be held responsible for the lack in sufficient quantity in the cases, bags or parcels forwarded to uniExpo and uniExpo is permitted to invoice the Client at the going rate for storage charges incurred on materials or pre-fabricated items and for related costs for administration and supervision.
- In the case of delivery of materials or pre-fabricated items by the Client, packaging material, spoilage and any remaining processed materials and the like will remain his property.
- If, with previous written approval from uniExpo, manpower is placed at its disposal by the Client for the benefit of the order, the Client will remain responsible for such manpower and for all its other obligations with respect to her personnel. uniExpo can accept no liability in the broadest sense of the word for the conduct of manpower placed at their disposal or for damage, actual or consequential, caused by them.
- If the Client places material or aids at the disposal of uniExpo for the benefit of the work to be carried out by uniExpo, the Client is under an obligation to make sure that the materials are sound, reliable and meet the applicable safety requirements. The Client is fully responsible for the consequences of non-compliance.

## Article 8 - Dispatch of finished work

- Loading, transportation and unloading of the goods is carried out at the expense and risk of uniExpo, unless otherwise explicitly agreed. In cases where prepaid delivery has been agreed to, the most inexpensive method of transportation will always be chosen unless previously agreed otherwise. In the event of any other method of transportation, additional costs are at the expense of the Client.
- Acceptance of the goods by a carrier without comments on the consignment note or receipt is accepted as confirmation that

the packing was in good condition at the time of dispatch. uniExpo will not be held liable for any hold-ups and delays in carriage.

## Article 9 - Payments

- Payment need to be done within 30 days of date of invoice but always before opening of the exhibition, also if the day of the opening is less than 30 days after date of invoice. Payment is to be made without deduction of any sums unless a cash discount of 2% has been applied and payment is received within the applicable time limit or, unless explicitly otherwise agreed. uniExpo is entitled to charge extra administration and handling costs for transactions during the event or during the build-up period. Compensation (comparison of debts) is never allowed without written permission of uniExpo.
- Regardless of the payment conditions, uniExpo is entitled to demand adequate security for payment before delivery and to suspend all work towards completion of the order in cases where this security cannot be given.
- In case of failure to pay within the fixed term of payment, the Client at least is under an obligation to pay interest equal to the legal interest. All judicial and extra judicial costs incurred in arranging for the recovery of the debt arising from a failure to arrange timely payment are for the account of the Client. In the event of extra judicial costs, the collecting rates normally applied by the Dutch Legal Profession will be charged. The applicable rate will be that at the date of invoice with a minimum charge of 15% of the amount of the debt. For orders requiring a longer period to complete, payment instalments may be requested.
- Payments will be used in the first instance used to cover the costs already incurred and any interest charges that are due and thereafter, to cover the costs of deliveries that have taken place, on the understanding that these payments will always be deducted first from the oldest invoice that has fallen due.
- In case transfer of property has been explicitly agreed to, ownership of the goods remains with uniExpo and is not transferred to the Client until the day on which the Client has settled in full the agreed price, interest, costs and claims for damages due for in the delivery in question, including those that may have been made previously. Ownership of the goods in question may be transferred and/or pledged to third parties until security has been obtained.
- In the event of the Client failing to meet his contractual obligations, uniExpo, or one or more persons appointed by uniExpo, is authorised to retrieve any delivered goods (whether or not they have been processed) and in order to do so to enter buildings and/or premises of the Client or any party storing such goods, without further permission or notification. The costs involved including any damage, actual or consequential, resulting from this is for the account of the Client, who also indemnifies uniExpo against all damages to and/or by third parties, resulting from the retrieval of goods. The Client's obligation towards uniExpo will not automatically be reduced as a result of the retrieval of any goods. Upon meeting any obligations within 2 weeks, the Client can again have possession of these goods. Should this not be the case within one month, uniExpo is permitted to sell the goods at any price. The proceeds of the sale, minus costs, will be deducted from the total claim against the Client.

## Article 10 - Lien

uniExpo, having goods of a Client in its care, has the right to retain possession of such goods until all costs incurred by uniExpo in the execution of orders on behalf of a Client have been settled, irrespective of the fact that the goods are part of the order in default or other goods belonging to the Client, unless the Client has provided adequate alternative security to cover these costs.

A lien will also be effected on behalf of uniExpo in the event the Client declaring a state of bankruptcy.

## Article 11 - Delay on the part of the Client

If progress in the execution of a delivery of work is delayed by the Client or by facts beyond its control, uniExpo can at the time of the delay command the part of the overall quoted price they could not have commanded if no delay occurred. The size of the amount will be established in proportion to the finished goods, or to the part that has already been delivered and to the costs incurred for the whole order (including costs of materials and pre-fabricated items intended for the order). These amounts will be increased by the continuing upkeep charges on materials and pre-fabricated items manufactured and/or stored on the instructions of the Client. In cases where a term has not been explicitly agreed to in advance, uniExpo can dispose of the aforementioned immediately after the time that would have been required to complete the work in question has elapsed.

#### Article 12 - Exceeding the term of delivery

The term of delivery agreed upon with the Client is only an estimated date and cannot be regarded as a fixed date or a deadline, unless uniExpo has explicitly guaranteed in writing that the work would be delivered on a fixed date.

If uniExpo exceeds the term of delivery it is not liable for any damages to the Client or third parties and it does not confer any right to defer any payments to uniExpo, or to cancel any order. If uniExpo is unable to carry out the work on time as a result of the weather conditions, they cannot be held liable for any consequences resulting from this.

#### Article 13 - Cancellations

In the event of a Client completely or partially cancelling an order, for whatever reason, he is obliged to reimburse uniExpo for all costs incurred in good faith in the execution of the order (preparation costs, storage, commission, etc.) and, at the request of uniExpo, to reimburse it for materials and pre-fabricated items intended for the order at prices that have been quoted by uniExpo in its calculations; all this is without prejudice to any right of indemnity held by uniExpo due to loss of profit, as well as other damage resulting from the cancellation. Goods will under no circumstances be exchanged.

#### Article 14 - Acceptance, delivery and returning of rental goods

14.1 Unless otherwise agreed, the Client is under an obligation to accept receipt of the completed order either immediately upon completion or as soon as the order is placed at his disposal. The same applies to individual parts of the order.

14.2 In the event of all or part of the materials having to be stored due to non-acceptance upon completion, the costs of storage will be charged to the account of the Client. uniExpo is entitled to demand a full settlement of all outstanding amounts on the order including all costs, after one month following completion of the order, whether or not delivery of the aforementioned goods and services has been accepted.

14.3 If, in the event of delivery in consignments within a fixed term agreed to in advance, the overall order has not been accepted, uniExpo - should it wish - has the right to cancel such parts of the order that are still outstanding, without prejudice to its right to claim damages as stipulated in article 13 "Cancellations".

14.4 Letter is obliged to deliver to the hirer the hired goods as described in the confirmation of order before the start of period of hire mentioned in the confirmation of order at the address mentioned in the confirmation of order unless agreed in writing otherwise.

14.5 Along with the hired goods the letter issues a delivery note to hirer.

14.6 The hirer is obliged to accept the hired goods and the delivery note and to sign as correct, provided that the time of delivery has been made known to him.

14.7 If at the time of delivery at the address mentioned in the confirmation of order nobody is present on behalf of the hirer to accept the hired goods, the letter has fulfilled his obligation to deliver if he has left the hired goods behind at the disposal of the hirer at the address mentioned in the confirmation of order, if possible leaving the delivery note behind. It is then considered to have been signed as correct. The hirer is liable for all damages caused by the fact he has not accepted the hired goods in the manner as described in the hire contract.

14.8 The hired goods delivered, c.q. left behind at the disposal of the hirer, by the letter are considered to have been inspected by hirer and found to be correct.

14.9 If it is the hirer's opinion, that the hired goods have not been delivered as described in the confirmation of order or left behind at his disposal, the burden of proof rests on hirer with regard to these facts.

14.10 Hirer is obliged to return the goods after the termination of the period of hire mentioned in the confirmation of order at the place of delivery, after notification of the moment of return.

14.11 If nobody is present on behalf of the hirer at that place to return the goods to letter, letter has the right to take the goods back. The hirer is liable for all damages caused as consequence of the fact that contrary to his obligation he has not returned the goods.

14.12 Hirer is obliged to hand the goods over or leave them behind in such a way letter can transport them in a normal manner. If the letter is of the opinion that the goods cannot be taken back, he is authorised to leave them behind. Hirer is the obliged to send the goods back to letter immediately for his own account.

14.13 If hirer fails to return the hired goods to the letter resp. fails to enable the letter to take the hired goods back after termination of the period of hire, or fails to return the goods to letter in accordance with article 14.10, hirer owes letter an amount equal to the hire, calculated on a daily basis.

#### Article 15 - Complaints

15.1 All complaints are to be made in writing within 5 days of receipt of the goods and contain proof that the complaint concerns matters that have actually been delivered or performed by uniExpo. The Client, who has not properly examined the quality of any delivery within 5 days of receipt, is considered to have approved the delivery. uniExpo accepts no liability for the ultimate suitability of the goods and/or their performance, in each individual application, or for the advice it has given.

15.2 The Client shall never be able to lay any claim against uniExpo after he has either brought the delivery or part thereof into use, processed it, ordered it to be brought into use or after he has passed on the delivery to a third party.

15.3 In cases where uniExpo is held responsible for an agreed delivery, any claim is limited to an amount, which in equity, is in proportion to: a. the amount of invoice or, in its absence, the value of the performance agreed on; b. in case of partial deliveries the amount of invoice or the value of performances in question.

uniExpo can never be held responsible for emotional damage, loss of profits and/or damage due to delays or consequential damage, with respect to or resulting from orders and/or deliveries whether or not completed on time and/or correctly. Complaints never give the ordering party the right to withhold payments and/or make partial payments.

15.4 Defects in part of the delivery does not give the Client the right to reject the whole consignment that has been delivered.

15.5 Unless it has not been otherwise agreed in writing uniExpo is permitted to replace inferior items with correct items.

15.6 uniExpo cannot be held responsible for the consequences of errors in models, drawings and/or materials, which have been provided by the Client, nor for the consequences of difficulties arising from the use or processing of goods delivered by uniExpo in accordance with samples or experiments approved by the Client.

15.7 If the Client has made no comments on the computed price within 5 days of receipt of invoice, in writing and by registered mail, the Client is considered to have approved it.

15.8 If the price of the goods delivered/work performed is particularly low, if a discount has been allowed or if the goods are sold as an exceptional and/or especially lucrative offer etc., complaints should be submitted at the time of delivery.

15.9 If the manufacturer gives a warranty on goods and/or services supplied by him, uniExpo will not extend a warranty period to longer than that given by the factory, in so far as it actually gives any warranty.

15.10 The fact that uniExpo is dealing with a complaint does not imply that the complaint has been submitted on time and/or is justified.

#### Article 16 - Deviations

16.1 Material: material will always be of commercial quality. Slight differences in quality, colour, hardness, finish, thickness, etc., are not cause for rejection. In assessing whether or not a delivery deviates beyond acceptable levels, an average sample is to be taken from the delivery; it is unacceptable to reject a delivery based on only an unrepresentative sample.

16.2 Other raw materials  
Minor changed (e.g. small changes in the model) in articles supplied to or by uniExpo will not be taken as justified cause for rejection.

16.3 Error in delivery  
In the event of uniExpo supplying incorrect merchandise, the Client shall immediately notify uniExpo and enable uniExpo to correct the error. The Client is responsible for damages as a result of careless storage of the goods that have been erroneously delivered.

#### Article 17 - Force majeure

By force majeure is understood to cover among other things war, mobilisation, the blocking of roads, waterways and air routes, strikes, the shutting-down of public utilities, delays as a result from customs procedures, border blocks and all such circumstances (including weather conditions) which, in so far as not at uniExpo's risk, prevent uniExpo from carrying out its lawful activities.

If uniExpo makes use of personnel that has been placed at its disposal by or on behalf of the Client or services and/or personnel of third parties in order to carry out the orders given or the activities to be carried out by uniExpo, the Client is responsible for all obligations resulting from the use of such personnel and those third parties. For work that will take more than 6 weeks to complete, the Client is under an obligation to prove, on the request of uniExpo, that he has met the obligations in question.

#### Article 18 - Price changes

In the event of a price increase on materials or pre-fabricated items required to carry out the order, changes in wages, employer's social contributions and other terms of employment, major changes in exchange rates and other such circumstances occurring after acceptance of an order, uniExpo has the right to increase the agreed prices accordingly, even though an increase might have been anticipated at the time of acceptance. Unforeseen work of a laborious nature and changes indicated by the Client may also be a reason to increase prices. If the parties cannot come to an agreement as to the level of a price increase or price reduction, the dispute will be submitted to arbitration as laid down in these Terms and Conditions or - if mutually agreed to by the parties - to a chartered accountant jointly appointed by the parties.

#### Article 19 - Copyright, industrial right of ownership and the right of reproduction

19.1 By giving an order that involves the duplication or reproduction of objects that are protected by the laws of copyrights or any other industrial rights of ownership, the Client declares that they will not violate any copyright or industrial right of ownership of a third party, and indemnifies uniExpo in and out of court against all consequences, financial and other, resulting from such duplication or reproduction.

19.2 The copyright on drafts, drawings, photographs, models and the like that have been produced by uniExpo remains with uniExpo, even if they cover an order placed by the Client.

19.3 All intermediate products and means of production, such as special tools, moulds, dies and the like, remain the property of uniExpo, even though they may have been separately quoted in the offer and/or invoice. They will only be retained if a written order to that effect is made at the time of the initial order. Storage charges will be incurred and the period of storage will never be longer than 6 months after production.

#### Article 20 - Scope of the terms of delivery

20.1 On placing an order the Client acknowledges that he is familiar with these Terms and Conditions and accepts them.

20.2 If there are Terms and Conditions in the confirmation of the Client that conflict with these terms of delivery, they cannot be recognised, unless they have been accepted by uniExpo in writing. In such cases, the Client cannot claim any so-called 'customary law'.

20.3 In the event of a conflict between the uniform purchasing conditions applied by the Client and uniExpo's Terms and Conditions, the latter will prevail.

20.4 Possible deviations from these terms, applied or tolerated by uniExpo at any point in time for the benefit of the Client, will never give him the right of appeal at a later stage; or claim that the application of such deviation were taken for granted by him.

#### Article 21 - Dutch Common Law

Only the Dutch Common Law can be applied to any agreements to be entered into with uniExpo, and only a competent judge in the place of business is empowered to pass judgement in disputes arising from such agreements. uniExpo has the right to let disputes be settled by the judge who is conversant with the Client's place of business.

#### Article 22 - Responsibility Client

With regard to deliveries to be made and/or performances executed by uniExpo outside of its usual place of business, the following is explicitly stated:

22.1 The Client is responsible for providing details of the correct site location, the correct information as to any building location including drawings and all necessary regulations of such authorities as the fair organisations, the manager of the building, the fire brigade etc., in addition to the provision of the correct dates and time schedules for construction or dismantling.

22.2 The Client is responsible for the submission of requests for electricity and water connections.

22.3 The Client must bear responsibility for the provision of unhampered access and working conditions in general and freedom from overhead and underground cables, ducts or other interfering objects whatever their nature; the Client alone is responsible for resultant delays, damage and any consequences arising from such obstructions.

22.4 Public utilities such as electricity etc. used during the period of construction, the fair and dismantling will be charges to the account of the Client.

22.5 The Client will provide any necessary admission passes. Any costs involved are for his account.

22.6 In the event of changes to access by motor vehicles making deliveries to the location after placement of the order and before or on the delivery date, additional costs incurred to complete the order will be charged to the account of the Client.

#### Article 23 - Registration

These Terms and Conditions have been registered at the registry of the District Court of Amsterdam under number 4613 in 1996, as well as under number 4613 at the Chamber of Commerce of Commerce in Amsterdam.

The above document is translated from the Dutch text, which in the event of any official acting will be taken as the definitive text