

Terms and conditions of sale and supply of Expositie systemen voor Marketing en Communicatie B.V. (EMC B.V.), with its registered office in (3532 AE) Utrecht at Steenovenweg 1. These terms and conditions d.d. January 2020 can be downloaded from the website www.emcexpo.nl and will be sent free of charge on request and are filed at the Midden Nederland Chamber of Commerce in Utrecht under number 30134485.

1. APPLICABILITY

1. These terms and conditions apply to all transactions, deliveries and services executed by or on behalf of EMC B.V. EMC B.V. expressly rejects the applicability of the terms and conditions of the Other Party or third parties, including terms and conditions that have been or will be referred to. The Other Party fully accepts these terms and conditions without any proviso.
2. The partial annulment of one or more (parts of) the provisions of these terms and conditions shall not affect the full applicability of the other provisions.
3. The interpretation of these terms and conditions shall be assessed in the spirit of the provisions and in accordance with Dutch law.
4. Verbal statements made by or on behalf of EMC B.V., which derogate from, or imply a broader interpretation of, the provisions of these terms and conditions and/or the agreement shall not bind EMC B.V. Statements made in writing by or on behalf of EMC B.V., which derogate from, or imply a broader interpretation of, the provisions of these terms and conditions and/or the agreement shall expressly bind EMC B.V. once-only exclusively related to the agreement in relation to which they are made.
5. EMC B.V. shall be entitled to amend these terms and conditions unilaterally.

2. OFFERS AND TENDERS

1. All offers and tenders are made without obligation and remain valid for 30 days, unless stated otherwise. The binding force for EMC B.V. under an assignment shall only arise by means of acceptance in writing by EMC B.V. and the Other Party.
2. Obvious mistakes or clerical errors in an offer or tender shall not bind EMC B.V.
3. The prices set out in offers and tenders are exclusive of VAT unless stated otherwise.
4. EMC B.V. shall be entitled to implement price increases after an offer or tender has been issued. The factors that can result in price increases are: the prices of materials, labour costs, the execution of the assignment under unusual working hours and circumstances, exchange rates, suppliers' prices, the costs of the third parties engaged by EMC B.V. and (social security) legislation and regulations. The foreseeability of price increases on the basis of the aforesaid factors after an offer or tender has been issued shall not affect the implementation thereof by EMC B.V.
5. A composite offer or tender shall not oblige EMC B.V. to deliver a part of the offered goods or services at a corresponding part of the price or the rate.
6. Offers or tenders do not automatically apply to future assignments.

3. AGREEMENTS

1. An agreement between EMC B.V. and the Other Party shall come into effect at the time that EMC B.V. and the Other Party have confirmed the assignment in writing.
2. Any subsequent arrangements or changes shall only be binding if confirmed in writing by EMC B.V.
3. If the Other Party terminates, (partially) cancels or changes the agreement, EMC B.V. shall be entitled to compensation to be further determined by EMC B.V. This compensation shall include all costs incurred by EMC B.V. and lost profits.
4. The Other Party shall be liable towards third parties for the consequences of the termination and indemnifies EMC B.V. against claims by third parties ensuing therefrom.

4. PAYMENT

1. Payment shall take place to the bank or giro account to be stated by EMC B.V. 50% of the agreed price must be paid by means of advance payment within 14 days after the invoice date, the other 50% must be paid at delivery and within 14 days after the invoice date, unless stated otherwise in writing.
2. The Other Party shall be in default by operation of law if payment is not made within the periods referred to in 4.1. The Other Party shall owe the statutory interest on the outstanding invoices from 14 days after the invoice date.
3. In the event of default the Other Party shall also owe the extrajudicial collection costs to be actually incurred by or on behalf of EMC B.V.
4. EMC B.V. shall be entitled, in conformity with Section 44 Book 6 of the Civil Code, to let the payments made by the Other Party serve firstly to pay the costs, subsequently to pay the interest, and lastly to pay the principal sum.
5. Set-off is not permitted without express permission in writing from EMC B.V.
6. EMC B.V. shall be entitled to suspend the work for as long as the Other Party has not fulfilled all payment obligations ensuing from this and any earlier agreements.

5. RETENTION OF TITLE

1. All delivered goods shall remain the exclusive property of and be part of the assets of EMC B.V. until the time at which the Other Party has fulfilled all obligations ensuing from this and any earlier agreements with EMC B.V. Until that time the Other Party shall be obliged to keep the goods delivered by or on behalf of EMC B.V. separated from other goods insofar as possible.
2. The retention of title shall not affect the right of the Other Party to use and process the goods delivered by EMC B.V. in the usual business operations of the Other Party, as long as EMC B.V. does not use the right to cancel such rights of the Other Party due to non-fulfilment by the Other Party of its obligations ensuing from the agreement with EMC B.V.
3. The Other Party must provide full cooperation to EMC B.V. with regard to the exercise of all rights ensuing from or related to the retention of title. This includes in any event, but not exclusively, providing access to the locations where goods of EMC B.V. might be present.

4. The damage caused to the delivered goods due to decrease in value (including the costs of depreciation in accordance with the usual indexation), changes and adjustments of and on (the packaging materials and storage materials of) the goods delivered by EMC B.V., as well as all costs of collecting and disassembling goods shall be at the Other Party's expense if the Other Party has not fulfilled the obligations under the agreement with EMC B.V.
5. In the event of bankruptcy, moratorium, or any other court order issued by a competent court concerning the assets of the Other Party, all costs of the resale of the goods delivered subject to retention of title shall be at the Other Party's expense.
6. The obligations under the agreement with EMC B.V. and the Other Party will not have been fulfilled in any event if payment has not been made within 14 days after the invoice date and if the use of the goods delivered subject to retention of title takes place outside the usual business operations. This shall be the case in any event from the date of the bankruptcy or moratorium.

6. FORCE MAJEURE

1. Force majeure is taken to mean every circumstance which is beyond the control of EMC B.V. or the third parties engaged by EMC B.V. during the performance of an agreement and which EMC B.V. cannot exercise influence on and which prevent permanently or temporarily the performance of the agreement by or on behalf of EMC B.V.
2. In the event of force majeure EMC B.V. shall be entitled to suspend the performance of the agreement. The non-fulfilment, wholly or partly, of the agreement by or on behalf of EMC B.V. caused by force majeure shall not give the Other Party any right to compensation.
3. In the event of force majeure, as included in subclause 1 of this article, the Other Party shall be obliged to pay the invoices from EMC B.V., related to the work already executed by or on behalf of EMC B.V. until then, within 14 days after the invoice date.

7. LIABILITY

1. EMC B.V. shall not be liable for any loss suffered by the Other Party except in the event of gross negligence or intention.
2. Insofar as EMC B.V. is liable, this liability shall be limited to a maximum of the invoice amount.
3. The Other Party must at all times follow all instructions given in the context of the performance of the agreement with EMC B.V. by parties who are authorised to represent and acting on the assignment from or on behalf of EMC B.V. EMC B.V. shall not be liable for damage caused by acts or statements of parties who do not have the authority to represent.
4. The Other Party shall be personally responsible for suitable security and surveillance of goods at all locations that are designated by parties in the context of the performance of the agreement and that have been delivered by or on behalf of EMC B.V. EMC B.V. shall not be liable for damage to goods due to theft or inadequate supervision.
5. The Other Party must, within 2 working days after noticing defects or shortcomings in the construction, mounting, or quality of the goods or services delivered by or on behalf of EMC B.V., make a specified statement by registered letter to the management of EMC B.V. In the event of late statement any right to performance, repair or compensation by or on behalf of EMC B.V. shall lapse.
6. The insurance of goods during transport shall be taken out in the name, on the account and under the responsibility of the Other Party, unless stated otherwise in writing by EMC B.V. EMC B.V. shall not be liable for any damage whatsoever to goods that has arisen during or due to (late) transport.

8. INTELLECTUAL PROPERTY

1. Intellectual property rights are vested in all (digital) designs, models, drawings and accompanying calculations and descriptions and other products of the mind made by or on behalf of EMC B.V. These may not be reproduced, made multiple copies of, reused, sold on, or published without express permission in writing from the management of EMC B.V. The actual possession by the Other Party of (digital) designs, models, drawings and accompanying calculations and descriptions does not affect this.
2. In the event of breach of article 8.1 the Other Party shall owe an immediately due and payable financial penalty of € 2,500. This financial penalty can be claimed in addition to compensation on the basis of the law.

9. PROVISION OF SERVICE

1. EMC B.V. offers the option of provision of service. The provision of service shall be specified and provided with a cost specification together with an offer or tender.
2. The provision of service is not included in the offer or tender without express statement in writing.
3. Without express agreement in writing between EMC B.V. and the Other Party, the Other Party is not permitted to give assignments to parties to execute (let execute) work wholly or partly at the expense of EMC B.V., which includes, but does not exclusively concern construction, delivery, taking care of stands, deconstruction and cleaning of stands.

10. DISPUTES

1. The legal relationship between EMC B.V. and the Other Party is governed by Dutch law. The applicability of the Vienna Sales Convention is excluded.