

General terms and conditions of sale and delivery of Expositiesystemen voor Marketing en Communicatie B.V. (EMC B.V.), having its registered office at Steenovenweg 1, 3532 AE Utrecht, the Netherlands. These terms and conditions of January 2022 can be downloaded from the homepage of the website www.emcexpo.nl, will be sent free of charge on request, and have been filed with the Chamber of Commerce for the Central Netherlands in Utrecht under number 30134485.

1. APPLICABILITY

1. These terms and conditions apply to all transactions, deliveries and services performed by or on behalf of their user EMC B.V. EMC B.V. expressly rejects the applicability of any general terms and conditions of the Other Party or third parties, including any general terms and conditions previously referred to or to be referred to. The Other Party accepts these general terms and conditions in their entirety and without reservation.
2. Partial annulment of one or more (parts of the) provisions of these terms and conditions shall not affect the full applicability of the remaining provisions.
3. These terms and conditions shall be interpreted in accordance with the spirit of the provisions and in accordance with Dutch law.
4. Non-written communications by or on behalf of EMC B.V. implying a deviation from or a broader interpretation of the provisions of these terms and conditions and/or the agreement shall not bind EMC B.V. Written communications by or on behalf of EMC B.V. implying a deviation from, or a broader interpretation of, the provisions of these terms and conditions and/or the agreement shall expressly bind EMC B.V. once only and exclusively in connection with the agreement in respect of which they were made.
5. EMC B.V. is entitled to amend these general terms and conditions unilaterally.

2. QUOTATIONS AND OFFERS

1. All quotations and offers are made without obligation and remain valid for 30 days, unless indicated otherwise. EMC B.V. will only be bound by an assignment by means of written acceptance by EMC B.V. and by the Other Party.
2. EMC B.V. will not be bound by obvious errors or clerical mistakes in a quotation or offer.
3. Unless stated otherwise, all prices specified in quotations and offers are exclusive of VAT.
4. EMC B.V. is entitled to increase the prices after issuing a quotation or offer. Factors that may lead to price increases include: prices of materials, labour costs, execution of the order under non-standard working hours and conditions, exchange rates, supplier prices, costs of third parties engaged by EMC B.V., and (social) legislation and regulations. The foreseeability of a price increase following a quotation or offer made on the basis of the aforementioned factors will not affect the implementation thereof by EMC B.V.
5. A composite offer or quotation will not oblige EMC B.V. to provide part of the performance offered at a corresponding part of the price or rate.
6. Offers and quotations do not automatically apply to future assignments.

3. AGREEMENTS

1. An agreement between EMC B.V. and the Other Party comes into effect once EMC B.V. and the Other Party have confirmed the assignment in writing.
2. Any arrangements or changes made at a later date will only be binding if EMC B.V. has confirmed this in writing.
3. If the agreement is terminated, (partially) cancelled or amended by the Other Party, EMC B.V. will be entitled to a compensation to be further to be determined by EMC B.V. Such compensation will include all costs incurred by EMC B.V. and loss of profit.
4. The Other Party will be liable towards third parties for the consequences of the termination and will indemnify EMC B.V. against any claims by these third parties arising from such termination.

4. PAYMENT

1. Payment shall be made into a bank or giro account to be specified by EMC B.V. 50% of the agreed price shall be paid in advance and within 14 days of the invoice date; the remaining 50% shall be paid on delivery and within 14 days of the invoice date, unless stated otherwise in writing.
2. The Other Party will be in default by operation of law if payment is not made within the periods specified in 4.1. The Other Party will owe statutory interest on the outstanding invoices from 14 days of the invoice date.
3. In the event of default, the Other Party will also owe the actual extrajudicial collection costs incurred by or on behalf of EMC B.V.
4. In accordance with Article 6:44 of the Dutch Civil Code, EMC B.V. is entitled to have the payments made by the Other Party first go to reduce the costs, subsequently to reduce the interest, and finally to reduce the principal sum.
5. Set-off will not be permitted without EMC B.V.'s express written consent.
6. EMC B.V. will be entitled to suspend work as long as the Other Party has not met its payment obligations under this agreement and any previous agreements.

5. RETENTION OF TITLE

1. All goods delivered will remain the exclusive property and part of the assets of EMC B.V. until the Other Party has fulfilled all its obligations arising from this agreement and any previous agreements with EMC B.V. Until such time, the Other Party will be obliged to store the goods supplied by or on behalf of EMC B.V. separately from other goods to the extent possible.
2. The retention of title will not affect the Other Party's right to use and process the goods delivered by EMC B.V. in the normal course of its business for as long as EMC B.V. does not exercise its right to terminate these rights of the Other Party on the ground of the Other Party's failure to fulfil its obligations under the agreement with EMC B.V.
3. The Other Party shall fully cooperate with EMC B.V. in exercising all rights arising from or related to the retention of title. This includes in any case, but not exclusively, granting access to locations where goods of EMC B.V. may be located.
4. Damage to the goods supplied as a result of reduction in value (including depreciation costs in accordance with the usual indexation), changes to and modifications of (the packaging and storage materials of) goods supplied by or on behalf of EMC B.V. and all costs of taking back and dismantling goods will be for the account of the Other Party if the Other Party has failed to fulfil its obligations under the agreement with EMC B.V.
5. In the event of bankruptcy, suspension of payments or any other decision pronounced by the competent court concerning the assets of the Other Party, all costs of reselling the goods supplied under the retention of title will be for the account of the Other Party.

6. The obligations under the agreement between EMC B.V. and the Other Party will in any case not have been fulfilled if payment is not made within 14 days of the invoice date and if the use of the goods supplied subject to retention of title takes place outside the normal course of business. This will in any case apply from the date of bankruptcy or suspension of payments.

6. FORCE MAJEURE

1. Force majeure will be understood to mean any circumstance, foreseen or unforeseen, arisen beyond the control of EMC B.V. or any third party engaged by EMC B.V., on which EMC B.V. cannot exercise any influence and which permanently or temporarily prevents performance of the agreement by or on behalf of EMC B.V. This inter alia includes: government measures, delayed delivery of materials that were ordered in time, unforeseen transport problems, non-performance and force majeure on the part of suppliers or other third parties, fire, power outages, flooding, strikes, terrorism, and import and export restrictions.
2. Force majeure also includes the cancellation of a trade fair or event, whether or not at the initiative of the (trade fair) organiser, for example due to the outbreak of a contagious disease, epidemic, virus, or government measures.
3. In the event of force majeure, EMC B.V. will be entitled to suspend performance of the agreement. Full or partial non-performance of the agreement by or on behalf of EMC B.V. due to force majeure will not entitle the Other Party to compensation.
4. In the event of force majeure as referred to in this article, the Other Party will be obliged to compensate EMC B.V. for the work performed by or on behalf of EMC B.V. until that date and any costs already incurred in that respect. The Other Party shall pay this compensation within 14 days of the invoice date.

7. LIABILITY

1. EMC B.V. will not be liable for any damage whatsoever suffered by the Other Party, except in the event of gross negligence or intent.
2. Insofar as EMC B.V. is liable, such liability will be limited to no more than the invoice amount.
3. The Other Party shall at all times follow all instructions issued within the framework of the performance of the agreement with EMC B.V. by authorised parties acting on the instructions of or on behalf of EMC B.V. EMC B.V. will not be liable for any loss or damage caused by any actions or statements of non-authorised parties.
4. The Other Party will be responsible for appropriate surveillance and safekeeping of goods at all locations designated by the parties within the framework of the performance of the agreement and supplied by or on behalf of EMC B.V. EMC B.V. will not be liable for any damage to goods caused by theft or inadequate supervision.
5. The Other Party shall report faults or shortcomings in the construction, assembly or quality of the goods or services supplied by or on behalf of EMC B.V. to the management of EMC B.V. by registered letter within 2 working days of their discovery. In the event of late notification, any right to performance, repair or compensation by or on behalf of EMC B.V. will lapse.
6. Goods shall be insured during transport in the name, for the account and at the responsibility of the Other Party, unless EMC B.V. specifies otherwise in writing. EMC B.V. will not be liable for any damage to goods caused during or by (late) transport.

8. INTELLECTUAL PROPERTY

1. All (digital) designs, models, drawings and associated calculations and descriptions and other intellectual creations produced by or on behalf of EMC B.V. are subject to intellectual property rights. They may not be reproduced, duplicated, reused, sold on or published without the express written consent of the management of EMC B.V. The factual possession of (digital) designs, models, drawings and associated calculations and descriptions by the Other Party does not detract from this provision.
2. In the case of violation of Article 8.1, the Other Party will owe an immediately due and payable penalty of € 2,500. This penalty may be claimed in addition to compensation by virtue of the law.

9. SERVICES

1. EMC B.V. offers the option of services. A quotation or offer shall specify the services to be provided and include a cost estimate.
2. The provision of services will only be included in the quotation or offer if explicitly stated in writing.
3. Without explicit written agreement between EMC B.V. and the Other Party, the Other Party will not be permitted to issue instructions to parties to perform or cause to perform work for the account of EMC B.V. in full or in part, including but not limited to construction, completion, stand care, dismantling and cleaning of the stand.

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.