

## General conditions for participants 2020

### Definitions

E-bike Challenge:	event, hereinafter called the EBC, for people interested in the purchase of an electric bicycle
Organizer:	Organizing body, hereinafter called Organizer, namely Holcus Buiten BV, from Diemen, The Netherlands
Participant(s):	Companies, institutions or organizations, which have submitted a registration form that has been accepted by the organizer resulting in hiring of exhibition space during the EBC.
Visitor(s):	People visiting the EBC.
Personal stand:	stand built by the participant.
Standard stand:	stand with stand building provided by the Organizer.

### 1. Participants

Participants must be companies, institutions or organizations that:

- 1.1 produce, supply or import electric bicycles, related articles or accessories for electric bicycles.
- 1.2 provide specific information, instruction or publications on products mentioned in 1.1.
- 1.3 consider that they fit into the scope of the fair, to be assessed by the organizer.

### 2. Location and time

The EBC will take place on Saturday 15<sup>th</sup> and Sunday 16<sup>th</sup> February 2020 at Flanders Expo in Ghent.

### 3. Opening hours

Visitors: The EBC is open to visitors on both days from 10:00 to 17:00 hours.

Participants: Admission one hour before and half an hour after opening hours for visitors, and during the period for building up and dismantling of the stands.

### 4. Building up and dismantling

Exhibitors building their own stands can do so on the Thursday prior to the fair from 12:00 onwards. Exhibitors opting for our standard stands can fit out their stands on the Friday prior to the fair from 12:00 hours onwards.

The construction of the stand must be ready by Friday at 21:00, unless otherwise agreed with the organizer. After this time, the organizer is entitled to place at the expense of the exhibitor at least a back wall and to lay carpet. The interior of the state after that date can be finalized.

Dismantling of the stands starts on Sunday after 17:30 hours. From 19:00 hours vehicles may enter the exhibition halls and the actually breaking down of the stands can start. At midnight the halls have to be handed over empty. If participants use standard stand building, the stand has to be cleared up completely before Sunday 19:00 hours. Dismantling of own stand must have been started before 21:00 hours. After this time, the organizer is entitled to dismantle the stand in question.

Dismantling of all stands must take place at the prescribed times. The organizer publishes all information on the website for exhibitors. If a stand is not dismantled, or left in the original condition, in time, the participant will be liable to pay the extra costs.

During the construction and dismantling safety rules apply. The wearing of safety shoes and helmets are mandatory at the times indicated. Basically this is prior to Friday 12:00 hours and after Sunday 19:00 hours.

## 5. Stand and design

**5.1** A standard stand is at least three meters deep. The surface of a standard stand as well as a personal stand is at least 15 square meters.

**5.2** Participants should explicitly should take into account the character and atmosphere which the organizer of the EBC has in view, which include a pop-up tent and carpeting at the very least. The use of audio and other audiovisual equipment must be limited so that other stands are not hindered in their regular presentations. The organizer will be the final judge of this.

**5.3** Materials brought into the stand hired should not exceed the available space. The bicycles participants use for testing which are not in use must always be placed in their stand. Participants must at all times follow the instructions given by, or on behalf of, the organizer. In addition, participants must comply with the fair buildings' own rules, which can be found on the website of the organizer. Back walls must be placed at least 2 meter from the aisles. Maximum height of stands is three meters, provided that there is space to build that high. The organizer can allow exceptions to this building height. A written request to allow this should reach the organizer two months before the Fair at the latest. If this request is submitted too late or not at all, any loss suffered or any stand adaptation required will be at the participant's own risk and costs. The organizer will mark the standard stands with alphanumeric characters on the stands to indicate the location in the hall. The outside finish of the stand visible to the visitors should be complete.

**5.4** The design of non-standard stands must comply with the character and atmosphere of the EBC the organizer has in mind and indicated, and must be submitted to the organizer two months before the Fair at the latest. Constructional designs will be submitted to the department of the government responsible for structures and buildings. No objects may be attached to the ceiling or the roof of the building.

**5.5** After use, participants must leave the standard stand they have hired in the same condition it was at time of hiring, to the satisfaction and judgement of the organizer. If the stand is not returned in its original condition after use, or goods or other items have been left behind, the organizer can have the stand repaired or the materials removed at the participant's cost.

**5.6** During the opening hours of the EBC, the stand must be fully equipped and manned.

**5.7** The organizer reserves the right to allocate stands to participants in accordance with his own views. Participants cannot derive rights from arrangements or maps sent to them in the planning stage. The organizer can change the arrangement of the stands at any time.

**5.8** Participants are not allowed to provide in whatever way in the catering for the visitors without explicit permission of the organizer.

## 6. Technical provisions

For the provision of electrical and water supplies in a stand, a request must be submitted via the webshop using the appropriate form and procedure and sent to the company sub-contracted to do this work by the organizer. This company will provide the requested supplies. Participants are not allowed to make their own provisions or facilities, nor to extend or change the provisions supplied. Participants are obliged to follow the rules given on the website.

## 7. Payment

**7.1** Participants must pay the rental costs of the stand within 21 days after receipt of the invoice. If the invoice date is less than 21 days before start of the EBC, then at the latest on the Wednesday before the show date. The invoice will be sent to you on receipt of your signed registration form.

**7.2** If the payment is not made when due, the participant forfeits the right to take part in the EBC. However, the participant is still contractually bound to pay the rental costs when this occurs.

**7.3** Provisions requested after submission of the registration form will be invoiced later. These must be paid also within 21 days.

## 8. Cancellation

A participant can only cancel his/her registration by sending a letter of cancellation to the organizer by registered mail. The date of the postmark will be taken as the cancellation date. Cancellation costs due are:

- when cancelled within 14 days upon receipt of the invoice and at the latest 4 weeks before the stands will be erected (January 16<sup>th</sup> 2020): 50% of the total amount plus VAT
- when cancelled more than 14 days before the stands will be erected, this is January 30<sup>th</sup> 2020: 75% of the total amount plus VAT.
- when cancelled after this date: 100% of the total amount plus VAT.

Cancellation costs for the special "re-book" discounts are as follows:

- for cancellations made before the deadline of 1 April 2019: 5% of the total amount invoiced including VAT

- for cancellations made after March 31<sup>st</sup> 2019, but before September 1<sup>st</sup> 2019: 50% of the total amount invoiced including VAT
- for cancellations after August 31<sup>st</sup> 2019: 100% of the total amount invoiced including VAT

## **9. Liability**

**9.1** All participants are liable for damages suffered by the organizer or third parties as a result of their participation in the EBC.

**9.2** The organizer cannot be held liable for damage to or loss of goods during the EBC, the preparation phase and the dismantling period.

**9.3** The organizer cannot be held liable for damages caused by visitors to the EBC.

**9.4** The organizer cannot be held liable for damage or physical injuries resulting from a defect in the construction of the stand or the provisions therein.

## **10. Insurance**

The participants must have third party (public liability) insurance for the duration of the EBC, including the periods of time needed for building up and dismantling of the stands.

## **11. Selling**

Products, services and promotional material can only be offered to visitors within the borders of the rented stand.

Unless specially permitted, the selling of any product by the participant to a visitor, regardless of their status, in return for immediate or virtually immediate release of the bought product during the EBC opening is prohibited. If the above mentioned conditions are not met, the organizer has the right to set rules that participants are obliged to follow.

## **12. Dissolution and default**

**12.1** In the event of complete or partial non-compliance with the above, the organizer has, after having given a verbal warning, the right to end the agreement with immediate effect. This will then result in a withdrawal of the participant from the EBC with no rights to restitution of (part of) the rent or any other compensation. The organizer also has the right to ban the participant from future events.

**12.2** When a participant is engaged in (promoting) other activities than those stated in the registration form, the organizer has the right to remove the products or services concerned, if not the participant, from the EBC. The participant has no right to restitution of (part of) the rent or any other compensation.

## **13. Cancellation EBC**

**13.1** At all times the organizer has, due to special circumstances, the right to decide that the EBC or parts of it, will be cancelled, or will continue at another location or time.

**13.2** Should the above occur, the organizer cannot be held liable by the participant for any damages, unless the organizer can be held to have indulged in foul play or committed gross negligence.

**13.3** If the EBC is cancelled or held in another location, the participant has the right to observe or renounce the agreement, unless the organizer can be held to have indulged in foul play or committed gross negligence.

**13.4** Should circumstances of the kind mentioned in 13.1 occur, the rent minus a proportionate part of the costs incurred by the organizer will be returned to the participant. If a participant has not yet paid the rent, it will be with due regard to the above.

**13.5** Participants have no right to postpone payments.

## **14. General**

**14.1** The organizer decides whether a potential participant will be accepted to the EBC.

**14.2** The participant should not behave in a way that can possibly put the safety of the visitors to the EBC and other participants or the premises at risk. If the organizer observes such behavior, he has the right to remove the participant concerned without prior warning from the EBC. The participant has no right to restitution of (part of) the rent or any other compensation.

**14.3** This agreement is subject to Dutch law.

**14.4** The general conditions of participation are explicitly excluded from this agreement.

*Holcus Buiten BV Handelsregister (Company register) number 34272134*