

## **GENERAL CONDITIONS OF FIETS EN WANDELBEURS ONLINE EXPERIENCE**

Registered at the Chamber of Commerce no. 34272134 / Also available in full at <https://www.hicle-events.com/>

### **1. General**

**1.1** These general terms and conditions apply to all legal acts and agreements entered into by Holcus Buiten BV trading under the name Fiets en Wandelbeurs Online Experience (hereinafter "**FWBOE**") with regard to the provision of online services (hereinafter the "**FWBOE Services**"). Specifically, these general terms and conditions apply to the provision of the online platform Fiets en Wandelbeurs Online Experience (hereinafter the "**Website**") for the presentation of virtual stands and the publication of offers (hereinafter "**Offers**"):

- o for cycling and walking holidays and recreation, including day activities, day recreation and accommodations;
- o required and / or related products such as but not limited to bicycles and associated accessories;
- o hiking clothes, accessories and supplies;
- o maps, books, guides and other navigational means;
- o related information and services;

(hereinafter the "**Products and Services**").

**1.2** Deviations from these conditions only apply insofar as confirmed in writing by FWBOE. The applicability of the other party's general terms and conditions (hereinafter "**Participant**") is expressly rejected.

**1.3** If a provision from these conditions should prove to be invalid or is canceled, this will not affect the legal force of the other provisions. Parties will then consult with each other about a new provision in accordance with the spirit of these conditions.

**1.4** No action or omission by FWBOE with respect to these terms (including whether or not tacitly accepting any deviation from it) will result in or be construed as permanently waiving or limiting any right of FWBOE.

**1.5** Communication between Exhibitor and FWBOE via internet and / or e-mail is legally binding.

### **2. Registration by Participant**

**2.1** FWBOE offers for the provision of FWBOE Services are without obligation. A registration for participation by Participant is only binding and irrevocable after acceptance by FWBOE. FWBOE specifically has the right to refuse a specific Participant if it is not concerned with the provision of the Products and Services.

**2.2** An offer or registration accepted by the Participant via the FWBOE Website is only valid if the Participant has used the digital order form displayed on the Website. An agreement concluded in this way is legally valid without any further written confirmation or signature being required.

**2.3** Participant guarantees the information provided during registration and FWBOE may assume that this is correct.

### **3. Publication period**

**3.1** The registration as a Participant is valid during the agreed publication period (hereinafter the "**Publication Period**"). This Publication Period can be set at any time to a minimum period specified by FWBOE on the Website.

**3.2** The Publication Period consists of two instalments: a **Live Online Event** and a **After Online Publication**.

**3.3** The **Live Online Event** takes place on Friday and Saturday 23 and 24 April 2021.

**3.4** The opening hours of the **Live Online Event** are between 09:00 AM and 05:00 PM. The opening hours are subject to change. If necessary the FWBOE can decide to change the opening hours due to specific circumstances or conditions.

**3.5** The Participant is obliged to be available online for the online visitors during the opening hours of the FWBOE. Being available online means that a visitor of the virtual stand of the Participant can have direct online contact in real time with the Participant

**3.6** After the **Live Online Event** ends, there will be for at least two weeks an **After Online Publication** of the virtual stands. Visitors can visit the virtual stands during this period to find here product and contact information of the Participant.

### **4. Management**

**4.1** FWBOE acts as administrator of the Website.

**4.2** FWBOE takes care for the correct publication during the Publication Period of the information supplied by the Participant. FWBOE also guarantees that the Website has sufficient capacity for reasonably expected data traffic.

**4.3** FWBOE is at all times entitled to make reasonable changes regarding the website, the online platform and the way in which the Products and Services of the Participant are presented.

## **5. Comply with laws and regulations**

**5.1** The Participant guarantees that the information supplied by him or her for publication and the Products and Services offered therewith comply with the applicable laws and regulations and are furthermore generally suitable for the offered and reasonably expected use. Moreover, the information may not violate public order, morality and / or be otherwise offensive.

**5.2** The Participant warrants that all offers made are subject to reasonable and market-conform conditions that do not conflict with applicable laws and regulations.

**5.3** As administrator, FWBOE has the right at all times to refuse information and offers for Products and Services which, in its opinion, are contrary to the warranty referred to under 5.1 and 5.2.

**5.4** Insofar as the Participant offers Products and Services to consumers, the Participant guarantees that the customer has a statutory reflection period of at least two weeks after the conclusion of the agreement. The customer can dissolve the agreement in writing within this period. If the customer makes proper use of his right to dissolve within the legal term, the agreement is deemed never to have existed. If Products and Services of the Participant have already been delivered to the customer, the customer is obliged to return these goods in accordance with the instructions of the Participant. These instructions are listed on the Website.

## **6. Payments**

**6.1** Prices for the FWBOE Services are in euros and exclusive of VAT and other taxes and any mandatory surcharges.

**6.2** Payments by the Participants must be done within 14 days after the invoice date. If the invoice date is less than 14 days before the start of the FWBOE, then at the latest on the day before the start of the FWBOE; this is the 22th of April 2021. The invoice will be sent to you on receipt of the signed registration form by FWBOE.

**6.3** In the event of late payment, the Participant forfeits the right of Participation in the FWBOE. However, the Participant is still contractually bound to pay the invoice.

**6.4** Provisions requested after submission of the registration form will be invoiced later. The payment applies to the same conditions as stated in 6.2, unless the invoice is received after the event. These invoices must be paid within 14 days as well.

**6.5** In the event of late payment, in addition to the legally owed interest, the Participant also owes collection costs (with a minimum of EUR 75 or 15% of the amount due if this is higher) and judicial costs.

## **7. Suspension and dissolution**

**7.1** FWBOE has the right to suspend the performance of the FWBOE Services (and the publication on the Website) if the Participant is in default regarding the performance of any obligations resting on her from the present or any other commitment towards FWBOE.

**7.2** If the Participant does not meet its obligations within a reasonable period, FWBOE is entitled to dissolve the agreement with immediate effect without being obliged to pay any compensation. In that case, the Participant is liable for all damage suffered by FWBOE as a result of such dissolution.

**7.3** Without prejudice to the above provisions, FWBOE is entitled to suspend or dissolve the agreement, without being obliged to pay any compensation, in the event of an (application for) bankruptcy, suspension of payments, suspension or liquidation of the Participant's company.

## **8. Cancellation**

**8.1** A Participant can cancel the registration at all times, considering 1.5. The cancellation fee is 50% in case of cancellation within 7 days after the invoice date and more than 14 days before the **Live Online Event** takes place.

**8.2** In case of not meeting the requirements stated in 8.1 the cancellation fee is 100%. There will be no refund of the price paid and amounts not yet paid remain due.

## **9. Liability**

- 9.1** FWBOE is not liable for damage, payments, losses, costs, expenses and claims of the Participant and any and all liability of FWBOE on any ground is excluded.
- 9.2** If and insofar as liability of FWBOE cannot be excluded, the total legal and / or contractual liability of FWBOE (including but not limited to liability to third parties) is at all times limited to the total order value.
- 9.3** All liability of FWBOE for indirect damage, such as but not limited to consequential damage, trading loss, loss of turnover and / or loss of profit is expressly excluded.
- 9.4** The above exclusions and limitations apply not only contractually but also for legal liabilities. All exclusions and limitations of liability stipulated by FWBOE also apply to auxiliary persons and employees engaged by FWBOE.
- 9.5** Participant indemnifies FWBOE against all claims that exceed the above exclusions and limitations.

## **10. Confidentiality and Intellectual Property**

- 10.1** FWBOE and the Participant must observe strict confidentiality with regard to any and all commercial and technical information and know-how, such as but not limited to information about each other's products, prices, customers and other relations (hereinafter "**Confidential Information**").
- 10.2** Any and all Confidential Information as well as all documents, drawings, models, designs and other company or product information and know-how in the broadest sense of the word will only be used by FWBOE for the performance of its contractual obligations and will never be provided to third parties.
- 10.3** FWBOE and Participant each retain all intellectual property rights (such as but not limited to database, model and copyrights) on the works and information they have created and / or supplied.

## **11. Privacy and GDPR**

- 11.1** FWBOE and Participant each guarantee that any and all storage and processing of personal data and or other data and information covered by the General Data Protection Regulation (GDPR) will take place in full compliance with and in accordance with the applicable laws and regulations.
- 11.2** If and to the extent necessary, FWBOE and Participant will enter into additional agreements for this purpose, such as but not limited to a processor and / or processor agreement.

## **12. Reference**

- 12.1** The Participant explicitly agrees to include her name on FWBOE's reference list and to include this reference for marketing purposes.

## **13. Choice of law and forum**

- 13.1** Dutch law applies to the exclusion of the provisions regarding conflict of law or referral law.
- 13.2** The civil court judging by the location of Amsterdam has exclusive jurisdiction.