

Terms and conditions Navingo Career Event

In these terms and conditions,

The organizer means Navingo B.V., with its registered address in Schiedam at the Jan van Galenstraat 56 (3115 JG).

Application form means The document describing and setting out the participation agreement. This is the agreement under which the organizer provides the participant with stand space, promotion potential and/or services under certain conditions for a specific period.

Participant means The person or company with whom the organizer has concluded a participation agreement and the latter's representative(s).

Event means The event of which the participation agreement is concluded.

Stand space means The exhibition area expressed in square meters and made available to the participant, the location and form of which are decided upon by the organizer (in consultation with participant).

Promotion potential and services means The opportunities made available to the participant and expressed in cash for drawing attention to his product, service or trademark other than with the aid of stand space.

Participation expenses means The payment due to the organizer from the participant under the participation agreement for participation in the event, use of the stand space and other agreed services and for the general organizational services provided and to be provided by the organizer as described in that agreement.

1. DATES AND DURATION

1.1. If special circumstances occur, in the organizer's opinion, the organizer may change the dates fixed for the event or cancel the event.

1.2. Special circumstances include insufficient interest, insufficient representative demand, mutual disagreement within the industry concerned, and all the circumstances that after weighing up the interests concerned may in the organizer's opinion jeopardize the success of the event.

1.3. The participation agreement remains in force unabated on a change in the established dates. The participant is required in all cases to fully pay the (other) expenses incurred by or on behalf of the organizer at the participant's request in connection with his participation.

1.4. The organizer is not liable for any damages whatsoever if the organizer decides to change the dates for the event or cancel the event.

2. PAYMENT

2.1. Participation payments must be made within 14 days following invoice date, unless a divergent payment term has been agreed upon. The participant is never entitled to set-off any amount payable to the organizer against any amount owed by the organizer.

2.2. The organizer is entitled to submit an invoice as soon as it has had the application form returned to it duly signed.

2.3. After the conclusion of the agreement, a deposit will be charged to the participant. The deposit is 20% of the costs for participation. The remaining 80% will be charged two months before the start of the event. If the participation is agreed within zero to two months before the start of the event, there is no deposit and the full costs for participation are charged to the participant immediately.

2.4. The participant is liable for all charges payable to the organizer connected with his participation, irrespective of whether such charges are incurred by the participant himself or by third parties acting on his behalf.

2.5. On failure to pay any sum due to the organizer by the due date, statutory interest will be charged at the rate mentioned in article 6:119a BW (Dutch Civil Code) from the due date of each amount payable. Collection charges will be debited to the participant, the extra-legal collection charges being fixed at 15% of the capital sum.

2.6. The organizer is entitled to terminate the participation agreement with immediate effect if the participant is in default of payment of (any of) the participant charges. Termination shall be confirmed in writing. In such case, the participant is liable for all damages suffered by the organizer. These damages are fixed at the participation fee and the expenses incurred by the organizer on behalf of the participant. All amounts already paid by the participant are set-off against damages owed by the participant. The organizer is never liable for damages suffered by the participant as a result of termination of the participation agreement.

3. LIABILITY

3.1. The organizer is not liable for damage, however named, directly or indirectly sustained by the participant, his personnel or his visitors, this also including operating loss and loss through theft, destruction or any other cause whatever, if such loss is caused by third parties.

3.2. The organizer is never liable for indirect and/or consequential damages, including, but not limited to, loss of profits and loss of turnover, whatever the cause of these damages may be.

3.3. The participant holds the organizer harmless against any claim by third parties on account of loss, however named, caused by the participant himself, his personnel or his visitors.

3.4 The participant shall at its own cost take out appropriate insurance for the duration of the event (e.g. insurance for fire, property, public liability and theft).

4. IMPEDIMENT, INSOLVENCY, LEGAL SUSPENSION OF PAYMENTS

4.1. On cancellation, by the participant, more than four months before the commencement of the event, the participant will owe 20% of the total agreed participation costs, and the other expenses incurred at his request by or on behalf of the organizer in connection with his participation.

4.2. On cancellation, by the participant, within two to four months before commencement of the event, the participant will owe 50% of the total agreed participation costs and the other expenses incurred by or on behalf of the organizer at his request in connection with his participation.

4.3. On cancellation, by the participant, within zero to two months before commencement of the event, the participant will owe 100% of the total agreed participation costs with regard to his participation, and the other expenses incurred by or on behalf of the organizer at his request in connection with his participation.

4.4. Should the participant at any time following conclusion of the participation agreement be declared bankrupt or request legal suspension of payments, the participation agreement will be dissolved simply through the occurrence of the said events and the participant will be required immediately to settle the full amount of the agreed participation charges, and all other expenses incurred on his behalf, without prejudice to the organizer's right to claim costs, damages and interest.

5. ASSIGNMENT OF STAND SPACE

5.1. Stand space is assigned by the organizer on the basis of a floor plan, which is finalized before the event. Notwithstanding the aforementioned, the organizer remains entitled to alter the floor plan and redistribute stand space if this is deemed, solely on the organizer's discretion, to be in the overall best interest of the event.

5.2 The organizer reserves the right to alter the stand space. The maximum building height is six meters. Construction of an extra floor on top of the stand is prohibited. Inside stand dimensions of the full-service stands are marginally smaller than stand surface dimensions.

6. NO SHOW RULING

6.1. If the participant does not utilize the stand space on the day of the event, the organizer is entitled to terminate the agreement with immediate effect. In such case, the participant is liable for all damages suffered by the organizer. These damages are fixed at the participation fee and the expenses incurred by the organizer on behalf of the participant. All amounts already paid by the participant are set-off against damages owed by the participant.

7. SUB-LETTING

7.1. The participant is not permitted to assign or sub-let (any) stand space to third parties without prior written approval of the organizer. If the participant violates this clause, the participant owes the organizer an immediately payable fine of EUR 10.000,-.

8. PARTNER MANUAL

8.1. The organizer shall provide all participants with a partner manual in order to provide a smooth operation of the event. By participating in the event, all participants acknowledge this partner manual and warrants to adhere to this manual.

9. APPLICABLE LAW & JURISDICTION

9.1. The agreement between the organizer and the participant, which includes these general terms & conditions, is governed by the laws of the Netherlands.

9.2. All disputes arising out of or related to the agreement between the organizer and the participant, must exclusively be brought before the competent judge of the Court of Rotterdam, the Netherlands.