

General conditions for participants 2023

Definitions

<i>E-bike Xperience:</i>	Event, hereinafter called the EBX, for people interested in the purchase of an electric bicycle
<i>Organizer:</i>	Organizing body, hereinafter called Organizer, namely Holcus Buiten BV, from Diemen, The Netherlands
<i>Participant(s):</i>	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 EBX.
<i>Visitor(s):</i>	People visiting the EBX.
<i>Trade visitor(s):</i>	The person(s) visiting the EBX professionally, namely the press, interested party(s) on a professional basis.
<i>Personal stand:</i>	Stand built by the participant.
<i>Uniform stand:</i>	Stand built 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 EBX, to be assessed by the Organizer.

2. Location and time

The EBX will take place on Friday 24, Saturday 25 and Sunday 26 February 2023 at Jaarbeurs in Utrecht.

3. Opening hours

Visitors: The EBX is open to visitors on 24 and 25 Februari from 10:00 to 17:00 hrs and on 26 Februari from 10:00 to 15:00 hrs.

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.

ATTENTION: The opening hours are subject to change. If necessary due to the Corona pandemic the opening hours can be extended to offer visitors the opportunity to attend the EBX in safe conditions.

4. Building up and dismantling

Start of building personal stands is on Wednesday 22 February from 12:00 hrs onwards. Exhibitors opting for our uniform stands can decorate their stand on Thursday 23 February from 12:00 hours onwards. The construction of the stand must be ready by Friday.

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 stand can be finalized after this hour.

Dismantling of the stands starts on Sunday at 15:30 hrs. From 17:00 hrs vehicles may enter the exhibition halls and the actually breaking down of the stands can start. At night at 24:00 hrs the halls have to be handed over empty. Uniform stands have to be cleared up completely before 18:00 hrs. Dismantling of personal stands must have been started before 20:00 hrs.

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 as defined by Jaarbeurs.

ATTENTION: The building up and dismantling hours are subject to change. If necessary due to the Corona pandemic the hours can be changed to make it possible to perform the necessary labour in safe conditions.

5. Stand and design

5.1 A uniform stand is at least three meters deep. The surface of a uniform stand as well as a personal stand directly along the bicycle test track is at least 15 square meters, in the vicinity of the bicycle test track at least 9 square meters.

5.2 Participants should explicitly take into account the character and atmosphere which the Organizer of the EBX 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 final judgement will be to the Organizer.

5.3 Materials brought into the rented stand should not exceed the limits of the available space. Participants must at all times follow the instructions given by, or on behalf of, the Organizer. In addition, participants must comply with the venue 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 for permission should reach the Organizer two months before the EBX 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 uniform stands with alphanumeric characters on the stands to indicate the location in the hall. The visible exterior of the stand has to be finalized completely.

5.4 The design of personal stands must comply with the character and atmosphere of the EBX as the Organizer has in mind and indicated, and must be submitted to the Organizer two months before the EBX 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 by the stand builder.

5.5 After use, participants must leave the uniform stand they have rented in the same condition as it was accepted, this 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 EBX, 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 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 the invoice date. If the invoice date is less than 21 days before start of the EBX, then at the latest on the day before the start of the building. 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 EBX. 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. The payment applies to the same conditions as stated in 7.1, unless the invoice is received after the event. These must be paid also within 21 days.

7.4 Prices can also be changed after an offer has been made, if this is necessary due to external price-determining circumstances. Prices are only final at the time of invoicing. No rights can be derived from previous publication of prices in printed expressions, via online media, or prior telephone or electronic communication. The organizer also has the right to pass on interim price changes in the event of overdue payment of an invoice.

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 invoice and at the latest 16 weeks before the stands will be erected: 50% of the total amount plus VAT. For the EBX at Jaarbeurs this is November 01, 2022.
- when cancelled at the latest 12 weeks before the stands will be erected: 75% of the total amount plus VAT. For the EBX at Jaarbeurs this is November 29, 2022.
- when cancelled on or after November 26, 2022: 100% of the total amount plus VAT.

For cancellations and changing the registration because of the Corona pandemic, see Article 15.

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 EBX.

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

9.3 The Organizer cannot be held liable for damages caused by visitors to the EBX.

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 EBX, 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 EBX 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 EBX 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 EBX. The participant has no right to restitution of (part of) the rent or any other compensation.

13. Cancellation EBX

13.1 At all times the Organizer has, due to special circumstances, the right to decide that the EBX 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 EBX 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 for area, stand building and services 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 still has to be paid with due regard to the above.

13.5 Participants are not allowed to postpone payments.

14. General

14.1 The Organizer decides whether a potential participant will be accepted to the EBX.

14.2 The participant should not behave in a way that can possibly put the safety of the visitors to the EBX 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 EBX. The participant has no right to restitution of (part of) the rent or any other compensation.

14.3 The organizer is entitled to unilaterally change these General Conditions and will inform the participant about this in good time; that is, at least one month prior to the entry into force of the amended terms.

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

14.5 This agreement is subject to Dutch law.

15. Coronavirus

15.1 As stated in articles 3 and 4, the opening times given for members of the public and exhibitors, as well as for the construction and taking down of stands are conditional on any adaptations of these that may be needed as a result of the Coronavirus pandemic.

15.2 Government regulations resulting from the Coronavirus pandemic will be followed at all times.

15.3 If as a result of the Coronavirus pandemic, the EBX cannot go ahead, then of the rental costs already paid by the participant 70% will be paid out directly. The remaining amount of 30% will be used as payment for extra (online) exposure OR will be returned as a voucher that can be redeemed with the participation of the fair of 2024. This restitution is also applicable if the participant as a result of the Coronavirus pandemic cannot travel to the EBX because of a travel ban imposed by the government. If a participant has not yet paid the rent, it will be with due regard to the above.

15.4 If as a result of changes in government regulation, the set-up or the lay out of the EBX needs to be altered, and as a result of this the participant requires a smaller stand, then these changes will be made free of charge providing that:

- the new dimensions are no more than 40% smaller than the original dimensions and at least 3x3 metres in size,
- the changes are submitted five weeks prior to the start of stand construction.

In all other cases the cancellation costs will be charged as stipulated in article 8.

Holcus Buiten BV Handelsregister (Company register) number 34272134