

## TERMS & CONDITIONS

### 1. APPLICABILITY

- These Terms and Conditions apply to all applications, agreements and other (juristic) acts between EAGE and Exhibitor regarding Exhibitions.
- Deviations from these Terms and Conditions are only valid if they are explicitly agreed upon in writing between EAGE and Exhibitor and will only apply to the Agreement specifically referred to.
- In the event that the stipulations of the Agreement to which the Terms and Conditions apply deviate(s) from the Terms and Conditions, the stipulations of the Agreement shall prevail, unless the relevant stipulation of the Agreement expressly states otherwise.
- The Terms and Conditions also apply to activities and (juristic) acts of third parties engaged by EAGE for the purpose of the Agreement.

### 2. CHARACTER OF THE EXHIBITION, RESERVATION OF RIGHTS AND FORCE MAJEURE

- The Exhibition is organized by EAGE primarily for promotion and networking purposes in the field of geosciences. Exhibitor understands and agrees that its presence, in the broadest sense of the term, must suit such purposes.
- EAGE reserves the right, in its sole discretion, without prejudice to EAGE's other rights and without any liability towards (Co-) Exhibitor(s), to dissolve or annul an Agreement within two weeks after the date of the Agreement, for instance in case it questions the suitability of the (Co-)Exhibitor(s) for the Exhibition concerned or if the applicant has an outstanding balance on accounts due to EAGE and/or its affiliated companies.
- Furthermore, EAGE reserves the right, in its sole discretion, to judge the suitability of any exhibit. This reservation relates to – without limitation – any and all (to be displayed) products, materials, persons and/or conduct of any (Co-)Exhibitor(s) including their personnel, delegates, appointees, contractors or any other any person who works in their service, or is employed under civil law or in any other form whatsoever in connection with the Exhibition, which might negatively affect (the character of) the Exhibition.
- In the event that EAGE determines that such exhibit, as referred to in clause 2.3, is not suitable and/or not in accordance and/or in breach with the (character of) the Exhibition, the Agreement, these Terms and conditions or the Exhibition Manual in any respect, EAGE, acting reasonably, may (at Exhibitor's expense) (1) decline to permit (Co-)Exhibitor(s) to maintain such exhibit; (2) cancel, discontinue, change or modify the booth build-up; (3) relocate booth(s) or exhibit(s); (4) remove, store and – if necessary, for good reasons – destroy materials of (Co-)Exhibitor; (5) close or vacate the booth and dispose of the space thus released; (6) exclude the (Co-)Exhibitor(s) concerned from participating in any other exhibitions to be organized in and (7) – if the situation requires – terminate the Agreement, at any time and without further notice of default and with immediate effect, all without any liability towards Exhibitor and without prejudice to EAGE's other rights in such situation, including – but not limited to – EAGE's right to claim full compensation for any loss or damage suffered and/or yet to be suffered. EAGE shall inform Exhibitor of such termination in writing, but shall have no obligation to justify its decision.
- At all times EAGE reserves the right to make changes in the time schedule, dates, duration, venue, location and concept of the Exhibition, if such changes are in the best interest of the Exhibition to be determined by EAGE in its sole discretion.
- Should any circumstances arise which prevent EAGE from organizing the Exhibition as scheduled, EAGE may terminate the Agreement without the obligation to Exhibitor to refund any amounts already paid. The following circumstances may for instance occur: the premises where the Exhibition is to be accommodated are destroyed or damaged, the Exhibition fails to take place as scheduled, or is relocated or interrupted or discontinued, or access to the premises is prevented or interfered, by reason of any strike, lockout, injunction, act of war, act of God, emergency declared by any government agency, or for any other reason beyond the reasonable control of EAGE. In the event of such termination, EAGE shall not be liable for any and all damages and claims for damages, without prejudice to the cancellation policy as set out in article 9.

### 3. UNDERTAKINGS AND DEADLINES

- Exhibitor undertakes that Co-Exhibitor(s) and both Exhibitor's and Co-Exhibitor(s)'s personnel, delegates, appointees, contractors or any other any person who works in their service, or is employed under civil law or in any other form whatsoever in connection with the Exhibition, are fully familiar with these Terms and Conditions and the Exhibition Manual and will comply.
- Exhibitor undertakes and warrants that both Exhibitor and Co-Exhibitor(s) have obtained the requisite (local) licenses, permits and other approvals and fulfil the requirements of the relevant legislation for legitimate participation in the Exhibition, including – without limitation – requirements with regard to their personnel, delegates, appointees, contractors or any other any person who works in their service, or is employed under civil law or in any other form whatsoever in connection with the Exhibition. Exhibitor shall be responsible to submit the aforementioned (local) permits, licenses or other approvals to EAGE two months before the Exhibition.
- Furthermore, Exhibitor undertakes and warrants that both Exhibitor and Co-Exhibitor(s) comply in all respects with all applicable local fire, safety and building codes.
- EAGE has set certain standards in connection with the Exhibition, such as those indicated in the Exhibition Manual and/or specific arrangements. If Exhibitor fails to meet any of such deadlines, EAGE shall not be liable for the corresponding obligations under the Agreement and/or (timely) delivery of services related to such deadlines.

### 4. ASSIGNMENT OF SPACE AND PRIORITY POINTS

- Assignment of space at the Exhibition will be determined by EAGE using a priority points system. EAGE's Priority Points System is set out in a separate document which will be made available to Exhibitor upon request.
- Dimensions and locations shown on the floor plan on the Exhibition website are assumed but not guaranteed to be accurate. EAGE reserves the right to make modifications or relocate exhibitors in order to meet (safety) regulations, the (legitimate) needs of the (other) exhibitors, the Exhibition Venue operator or in case the organization or circumstances of the Exhibition requires EAGE to do so. EAGE has no obligation to inform Exhibitor of any changes in the floor plan, layout or assignments other than with regard to the space allocated to the Exhibitor.
- The assignment of space or any necessary modifications therein made by EAGE is binding on the Exhibitor.
- As soon as it becomes clear that the Exhibitor will not claim (part of) the assigned boothspace, EAGE has the right to use the relevant boothspace for other purposes, including the right to assign it to another exhibitor, without prejudice to EAGE's right to (partially) terminate the Agreement with default and EAGE's other rights in such situation. This clause will not affect the obligation of Exhibitor to pay the full Exhibition Fee, nor shall it affect the right of EAGE to retain the whole or any part of the amounts already received.

### 5. REGISTRATION OF DELEGATES

- All of Exhibitor's staff attending the Exhibition must register as visitor through the regular EAGE registration channels. Registration of additional persons or additional Exhibition components (such as workshops, field trips, courses etc.) must also be done through the regular registration channels.

### 6. INSTALLATION, USE AND DISMANTLING

- Exhibitor shall install, use and dismantle the space or booth only during the hours and dates as indicated by EAGE and in accordance with all rules and regulations and relevant safety and environmental legislation, as set out in the Exhibition Manual and with any other instructions issued by EAGE or the Exhibition Venue operator. Exhibitor shall ensure that the space or booth is being left in the same proper state as it was at the beginning of Exhibitor's occupation and shall be liable for any (extra/ cleaning) costs necessary to bring it in accordance with that state.
- Exhibitor shall appoint one person to be its representative, with authorization to enter into service agreements as are necessary for the installation and dismantling of (booth and exhibition) materials and the provision of other services, for which Exhibitor will be responsible. Besides, (at least) one person on behalf of Exhibitor shall be present during the installation, opening hours and dismantling, who shall be responsible for installation, use and dismantling.

### 7. FEES, INVOICING AND PAYMENT

- EAGE charges an Exhibition Fee. Besides, if applicable, Exhibitor may order additional goods and services from EAGE under the Agreement for which Exhibitor shall be charged as well.
- Amounts mentioned in the Agreement are in Euros, exclusive of VAT or other taxes as may be applicable in the country where the Exhibition takes place.
- Payments must be made at the latest on the due date of the relevant invoice(s), unless indicated otherwise.
- For credit card payments, a 5% (five percent) surcharge is applicable.
- If Exhibitor requires a purchase order number on the invoice, the purchase order number must be indicated on the Exhibition Contract Form. In the event of the failure of Exhibitor to provide a purchase order number on time, the absence thereof on an invoice or related documentation shall not affect Exhibitor's payment obligations, the payment term or EAGE's rights under the Agreement.
- Exhibitor is (automatically) in default after the expiry of any payment period, without any demand, notice of default or judicial intervention being necessary. If Exhibitor is in default, EAGE may cancel boothspace and assign it to another exhibitor without any rebate or allowance to the defaulting Exhibitor, without prejudice to EAGE's rights to demand immediate payment of the entire outstanding amount, and without prejudice to EAGE's other rights in such situation. In case of default, Exhibitor is liable for the payment of EAGE's actual collection costs (including all legal fees and court fees) and not entitled to a refund of any amounts already paid.
- EAGE is entitled to set off payments made by an Exhibitor first of all against any outstanding debts of Exhibitor to EAGE and/or its affiliated companies.

### 8. BOOTH TYPES

- A choice can be made between "space only", "booth package" or special interest area booth. Each booth type has a minimum size as indicated on the Agreement.
- Detailed plans of multiple-story or enclosed booths must be submitted to EAGE at least two months prior to move-in, for Exhibitors who have booked the space only option.
- While every care is taken to ensure that booth spaces are of the dimensions stated on the Exhibition Contract Form, EAGE shall not be liable for any variation of less than 5% of the allocated area. No rebate or allowance shall be awarded to Exhibitor if the space deviation is less than 5%.
- EAGE retains sole discretion and authority in the placement, arrangement and appearance of all displays. A "good neighbour policy" will be in effect at all times during the Exhibition.
- The size of the exhibit space can be consulted on the floor plan. The latest floor plan is available via [www.eage.org](http://www.eage.org). All dimensions indicated are outside measurements. Any display shall be made to fit inside this space.
- EAGE reserves the right to set up, at Exhibitor's expense, any booth(s) not in compliance or not set up at the end of Exhibition set-up.

### 9. CANCELLATION OR DOWNSIZING

- If Exhibitor wishes to cancel or downsize the booth ordered under the Agreement, it shall send a request to this effect in writing to EAGE. In principle, EAGE will grant such request, on the condition that Exhibitor pays the cancellation fee, which shall be calculated as set out in the specific arrangements below.
- Downsizing of the booth is considered to be partial cancellation, whereby the stipulated cancellation fee as referred to in the previous clause is applicable.
- If a cancellation or downsizing request is received by EAGE on or after the cancellation deadline, no refunds will be issued. In such cases, Exhibitor is obliged to effect immediate payment of any unpaid portion of the Exhibition Fee. Failure to do so will bar Exhibitor from future EAGE events until the debt is paid. In the event of cancellation or downsizing, EAGE reserves the right to use the cancelled/downsized space, including assigning the boothspace to another exhibitor without any rebate or allowance to the cancelling/downsizing Exhibitor. When downsizing, EAGE reserves the right to move the allocated space.

### 10. LIABILITY, INDEMNIFICATION AND INSURANCES

- Exhibitor must notify EAGE in writing of any claims it may have concerning the Exhibition within thirty (30) days of the Exhibition – in the absence of which any right on Exhibitor's part to claim damages from EAGE shall lapse.
- To the fullest extent permitted by law, under no circumstances shall EAGE be liable for any indirect, consequential, special, exemplary, incidental or punitive damages, such as loss of (future) profits or other economic loss, damages for delay, third party claims and suchlike, even if EAGE and Exhibitor have been advised of the possibility of such damages.

- EAGE's total liability to Exhibitor, including liability arising out of the Agreement, negligence or tort, or warranty, shall not exceed the amounts actually paid by Exhibitor under the Agreement. If and in so far as EAGE's limitation of liability contravenes the provisions of applicable mandatory legislation or is not upheld by a court of law for any reason whatsoever, and this results in EAGE being liable for any loss on Exhibitor's side, EAGE's total liability (which is deemed to include any indirect loss) shall be confined to the amount as paid out by the liability insurance of EAGE in the case concerned, and in case such damages are not insured or paid by the insurance company, the total liability from EAGE towards Exhibitor shall be confined to the total amount invoiced to Exhibitor under the Agreement.

- The limitation of liability as set out in this article 10 shall not apply in case of damages caused by intent or conscious recklessness on the part of EAGE.
- Exhibitor shall fully indemnify and hold harmless EAGE, the European Association for Geoscientists & Engineers, the event's Local Advisory Committee (LAC) and the organizing committee, the association board and volunteers, the Exhibition Venue (operator) and the appointed service companies against any claims, demands and/or costs on the part of some other party or otherwise, however called and on whatever grounds they arise in connection with Exhibitor's and Co-Exhibitor(s)'s participation in the Exhibition, including – without limitation – claims, demands and/or costs arising from the installation, occupancy, use, maintenance and removal of the boothspace, their presence on the exhibition premises or any part thereof and/or due to any act or omission on the part of Exhibitor and/or Co-Exhibitor, their personnel, delegates, appointees, contractors or any other any person who works in their service, or is employed under civil law or in any other form whatsoever in connection with the Exhibition, as well as the insurances as may be specified in the Exhibition Manual and/or required by law or the Exhibition Venue. Such insurances must include EAGE and the Exhibition Venue (operator) as an additional insured.
- If Exhibitor uses a contractor to build or decorate its boothspace, Exhibitor shall be able to provide proof of the insurance of the contractor, which shall name EAGE, the Exhibition Venue (operator) and the appointed service company as additional insured parties, prior to set-up. Such insurance shall at least consist of public liability insurance with a sum insured of not less than € 3.000.000,- (three million Euros) for each and every occurrence and unlimited in the aggregate. Exhibitor must submit an executed release of liability from its third-party representative in charge of providing installation and dismantling services prior to set-up.

### 11. INTELLECTUAL PROPERTY RIGHTS

- Exhibitor undertakes and warrants that it either owns, or is entitled to the use, all (the intellectual property) rights pertaining to the materials used by Exhibitor and Co-Exhibitor(s) in the Exhibition, such as – without limitation – information, documents, files, texts, (trade, company and personal) names, figures, images, photographs, drawings, portraits and other (graphic) materials. For this purpose intellectual property rights are deemed to include any copyrights, trading names, trademarks, rights to drawings and/or design rights, patents, database rights, know-how, domain names, or entitlement to same.
- Exhibitor is fully responsible and liable for the (legality of) the materials used in the Exhibition by Exhibitor and Co-Exhibitor(s). EAGE shall have no obligation to very such materials or the legality thereof or if the use of them may cause damage to (third) parties. Any approval or similar notice shall not be construed as an approval of said materials or confirmation of the legality.
- As far as Exhibitor is not the owner of or entitled to the use of (intellectual property) rights concerned, Exhibitor undertakes and warrants it has a license to use such rights and will comply with the applicable restrictions. More specifically shall Exhibitor not be permitted to display, offer and/or sell any materials which infringe the intellectual property rights of a third party. EAGE shall be entitled to remove such materials (or have them removed) at the expense and risk of the Exhibitor and to take whatever other measures that it considers necessary, without prejudice to the provisions of clause 2.4.

### 12. ASSIGNMENT OF RIGHTS AND CO-EXHIBITING

- Exhibitor shall not have the right to (partially) assign its rights under the Agreement to third parties, except with the explicit prior authorization in writing from EAGE, to be laid down in the Agreement.
- EAGE may assign this Agreement, including all rights and obligations hereunder, at any time to any of its affiliates or to any entity acquiring substantially all of EAGE's assets. Subject to this clause, this Agreement is binding upon and is for the benefit of the parties and their respective successors and assigns. EAGE will inform Exhibitor in writing of such a transfer of rights and obligations.
- Co-Exhibitor(s) shall be indicated on the Exhibition Contract Form with full company details as requested by EAGE. Exhibitor shall be jointly and severally liable for all of Co-Exhibitor(s)' obligations, acts and omissions in connection with the Exhibition.
- All communications from EAGE and/or its assigned suppliers shall be to Exhibitor only. Exhibitor is responsible for all communications to their Co-Exhibitor(s), suppliers, subcontractors etc.

### 13. CONFIDENTIALITY

- Each of the parties (a "Receiving Party") shall keep in strict confidence the (commercial) terms of the Exhibition Contract Form, and all other information of a confidential and/or business-sensitive nature of the other party (a "Disclosing Party"), and shall not release, disclose or otherwise make available such confidential information without the prior written consent of the other party. A Receiving Party may only use and copy such confidential information as is necessary to carry out its activities contemplated by the Agreement (but subject to the provisions thereof) and for no other purpose. A Receiving Party may disclose confidential information to its employees, personnel, subcontractors and representatives on a "need to know basis", provided that it shall first instruct such employees, personnel, subcontractors and representatives to maintain the confidentiality thereof. Confidential information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the Receiving Party; (b) was in the Receiving Party's lawful possession prior to the disclosure and had not been obtained by the Receiving Party either directly or indirectly from the Disclosing Party; (c) is lawfully disclosed to the Receiving Party by a third party without restriction on disclosure; (d) is independently developed by the Receiving Party; or (e) is required to be disclosed pursuant to a statutory provision or a duly given order by a public body.
- Parties shall be jointly and severally liable for the confidentiality obligations as intended here are complied with by its staff, agents and agencies, as well as any Co-Exhibitor, including Co-Exhibitor's staff, agents and agencies.

### 14. MISCELLANEOUS

- Possible deviations to the Agreement made by EAGE towards Exhibitor shall be limited to the specific case concerned and shall have no effect on the rights that Exhibitor may invoke in other situations.
- If any stipulation of the Agreement or other rules and arrangements applicable between EAGE and Exhibitor is/are invalid, the remaining stipulations of the Agreement and/or other applicable rules and arrangements shall remain in effect. Parties shall agree on a new stipulation that is as close as possible to the intent of parties while being legally valid.

### 15. APPLICABLE LAW AND COMPETENT COURT

- The Agreement, these Terms and Conditions and any rules and regulations applicable between EAGE and Exhibitor are solely governed by and construed in accordance with Dutch law.
- The applicability of the 'United Nations Convention on Contracts for the International Sales of Goods' (the 'Vienna Sales Convention') is excluded.
- Disputes between the parties resulting from or otherwise connected to the Agreement and/or these Terms and Conditions, including but not limited to disputes that are only deemed to be such by one of the parties, shall be resolved as much as possible by consultation. Any dispute not resolved by the parties can solely be brought before the competent court in Utrecht, the Netherlands, unless EAGE decides to initiate legal proceedings against the Exhibitor before the competent court in the country / place of business of Exhibitor.

### SPECIFIC ARRANGEMENTS

- Registration** For every full 5m<sup>2</sup> booked and paid for; two vouchers are issued. These vouchers can be used for free registration in two ways:
- 1) Registration of one full delegate (conference and exhibition): 2 vouchers
  - 2) Registration for access to the exhibition only: 1 voucher
- The deadline for using these vouchers is 15 May 2020. After this deadline, vouchers are invalid and cannot be used.

Per every booked and paid m<sup>2</sup> the Exhibitor receives 1 guest pass.

For additional registrations, please see point 5.1

### Important payment dates

- For Exhibition Contract Forms received prior to 1 January 2020:
- EAGE will send an invoice for a down payment of 50% of the Exhibition Fee, as outlined in the Agreement, payable within 30 (thirty) days of the invoice date;
  - In the month after the abovementioned date, EAGE will send a second invoice for the remaining amount due, payable within 30 (thirty) days of the invoice date.

For Exhibition Contract Forms received after the abovementioned date, EAGE will send an invoice for the total amount due, payable within 30 (thirty) days of the invoice date.

If the Exhibition Fee has been set according to the fee structure applicable up to the abovementioned date and if any amounts pertaining to the Exhibition Fee are not paid within the stipulated payment term, then the higher Exhibition Fee applicable as of said deadline shall apply and EAGE reserves the right to submit a new invoice for the full new Exhibition Fee or the surplus.

Exhibition Contract Forms received two months or less prior to the Exhibition must be accompanied by full payment of all amounts due by credit card.

### Booth types

- Any items not mentioned below are not included.
- Booth package includes the following:
- White wall panels;
  - Socket outlet, including normal electricity consumption;
  - 1 spotlight per 3 m<sup>2</sup>;
  - A fascia with name board, including black regular lettering on the open sides of the booth, in a standard style;
  - Carpet (choice of different colours)
  - Booth cleaning.

If circumstances allow (to be determined at EAGE's sole discretion), the following configurations can be made available:

- for spaces up to 30 m<sup>2</sup>, booths open on one side;
- for spaces between 30 m<sup>2</sup> and 70 m<sup>2</sup>, booths open on two sides;
- for spaces between 71 m<sup>2</sup> and 99 m<sup>2</sup>, booths open on three sides;
- for spaces over 100 m<sup>2</sup>, an island booth.

Space only is space made available on the Exhibition floor. Please note when booking this option, no booth package, electricity or cleaning is included.

### Point Priority deadline

- The Point Priority deadline for assignment of space is 1 September 2019. Contracts received on/after 1 September 2019 will be handled on first come first served basis.

### Cancellation fees

- The cancellation fee shall be calculated as follows:
- In case of cancellation received prior to 1 March 2020: the cancellation fee shall be 50% of the Exhibition Fee;
  - In case of cancellation received on or after 1 March 2020: the cancellation fee shall be 100% of the Exhibition Fee.