



# General conditions of HPP Organisation for Foreign Trade Promotion BV (hereinafter to be named: HPP Worldwide) established in Amsterdam

## 1. Applicability

These conditions apply to all offers made by HPP Worldwide and all contracts entered into with HPP Worldwide. These conditions are to be regarded as forming an inextricable part of every contract entered into by HPP Worldwide.

## 2. Participation

- a. By signing the contract the stallholder binds himself irrevocably to participate as described in the contract. The stallholder is obliged to return the contract to HPP Worldwide as soon as he has signed it.
- b. The stallholder binds himself to fulfill the obligations as named in the contract and, in particular, the financial obligations.
- c. HPP Worldwide is entitled to exclude the stallholder from participation if HPP Worldwide has valid reasons for doing so. By valid reasons is understood, in any case, neglect on the part of the stallholder to fulfill in good time his financial obligations towards HPP Worldwide.

## 3. Agreed price

HPP Worldwide reserves the right to bill the stallholder separately for fluctuations in the rate of exchange.

## 4. Payment

- a. The stallholder binds himself to pay the agreed price without deduction or adjustment within 14 days of receiving the invoice. If the stallholder has received no invoice he is obliged, at the latest 14 days before the commencement of the fair, to pay what he owes to HPP Worldwide.
- b. In default of payment in good time HPP Worldwide reserves the right to cancel the stall which entails the obligation for the stallholder to reimburse HPP Worldwide for the costs incurred by or on behalf of HPP Worldwide.
- c. Should he neglect to pay within the stated period the stallholder will be liable for the statutory interest on the outstanding amount of the invoice reckoned from the due date of the invoice without the necessity of a declaration of default.
- d. As from the due date the stallholder is liable to HPP Worldwide for extrajudicial costs connected with the amount of the outstanding invoice, calculated in accordance with the tariff advised by the Order of Advocates of the Netherlands.

## 5. Cancellation

- a. HPP Worldwide reserves the right to cancel participation if (participation in) the fair cannot be realized.
- b. HPP Worldwide will refund the agreed price in the event of cancellation by HPP Worldwide after deduction of the expenses incurred by or on behalf of HPP Worldwide.

## 6. Liability

- a. HPP Worldwide accepts no liability for damages suffered by the stallholder as a result of participation in the fair.
- b. If, without prejudice to the previous clause of this paragraph, HPP Worldwide is held liable and this liability is established irrevocably by the judge, then the total liability of HPP Worldwide will never amount to more than the agreed price.
- c. HPP Worldwide accepts no liability for damages suffered by the stallholder in the event of force majeure. By force majeure is to be understood, among others but not exclusively, conditions of war, acts of God, strikes, etc.

## 7. Stall personnel

- a. The stallholder binds himself to see to it that the stall is adequately manned by, among others, a representative of the stallholder with power of attorney for this purpose during the opening times of the fair.
- b. The stallholder binds himself to exhibit his own products (products with which he trades in the normal course of events) under his own company name.
- c. The stallholder is not permitted to sub-let the stall or allow a third party to use it in any way without obtaining written permission to that effect from HPP Worldwide.
- d. Should the stallholder infringe any of the obligations as specified in this paragraph then he incurs with immediate effect a penalty in the amount of the agreed price. Furthermore HPP Worldwide is entitled to cancel the participation immediately.

## 8. Termination of the contract

HPP Worldwide reserves the right, without prejudice to its right to compensation, to terminate the contract by means of a written notification if:

- a situation as named in paragraph 6c obtains;
- the stallholder is declared insolvent or has been granted a provisional moratorium or if he has in any way lost the authority over his property;
- the stallholder acts in breach of what he has agreed to with HPP Worldwide;

The above list is not exhaustive.

## 9. Disputes

- a. It is Dutch law exclusively which is applicable to what the parties have agreed.
- b. Any disputes flowing directly or indirectly from the contract made under these conditions can be brought only before the competent judge in Amsterdam.

These conditions are lodged at the district court of Amsterdam / Chamber of Commerce in Amsterdam under no. 5163.