

I General conditions and provisions for the trade fairs organised by Victam International b.v.

Victam International b.v. is an organisation whose objective is to create a marketplace for suppliers to the compound feed and associated industries on the one hand, and buyers from the compound feed and associated industries on the other hand. One of the ways it does this is by organising trade fairs.

Article 1. Definitions.

In these general conditions and provisions, the following terms are taken to mean:

1. The organiser: Victam International b.v. as well as any legal person in co-operation with whom the exhibition is organised, and their competent representatives.
2. The trade fair: the event, trade fair or show for which the contract has been concluded.
3. The hall letter: the owner/letter of the location in which the trade fair is being held.
4. The participation agreement: the agreement under which the Organiser makes available stand space and/or services to the Exhibitor for a given period and subject to certain conditions. The registration form completed, signed and stamped by the Exhibitor is also a participation agreement.
5. Exhibitor: the person who has concluded a participation with the Organiser, as well as his representatives, employees and third parties called in by the Exhibitor.
6. Stand space: the exhibition area, expressed in square metres, made available to the Exhibitor, the position and shape of which are designated by the Organiser and, if possible, are described in the participation agreement.
7. Stand costs: the fee owed under the participation agreement for the use of the stand space and for the services to be performed by the Organiser as described in the agreement.
8. House rules: the rules as laid down by the hall letter for the Exhibitors and the Organiser. These house rules are included in the manual of the trade fair and form part of the participation agreement.

Article 2. Validity.

1. These general provisions constitute an integral part of the participation agreement concluded by the Exhibitor with the Organiser. The House Rules and the details contained in the manual of the trade fair also constitute a part of the agreement.
2. Departures from the participation agreement, these general provisions or other rules are only valid if they have been accepted and recorded in writing by the Organiser.
3. If any clauses in these general provisions or other rules conflict with the participation agreement, the participation agreement shall prevail.
4. Third parties with whom no participation agreement is in force may not derive any rights from these general provisions.

II General provisions concerning participation.

Article 3. Dates and duration.

1. As soon as the intention of the Organiser to hold an exhibition has assumed a definite form, the Organiser shall fix the place and time.
2. If, in the opinion of the Organiser, special circumstances warrant this, the Organiser may alter the dates fixed for the exhibition or cancel an exhibition which has already been fixed.
3. Special circumstances as referred to in the previous paragraph include: insufficient interest, insufficiently representative products, dissension among the members of the relevant trade or industry, and any circumstances which could, in the opinion of the Organiser after the Organiser has weighed the different interests, endanger the success of the exhibition.
4. If the fixed dates are altered, the participation agreement shall remain fully in force. If it is decided that the exhibition should not proceed at all, the Organiser shall be entitled to retain or receive, as the case may be, a sum not exceeding 20% of the total stand costs owed, in order to cover the costs of preparation. In all cases the Exhibitor shall be obliged to pay in full the other costs incurred by or through the Organiser at the request of the Exhibitor in connection with their participation.
5. Under no circumstances may the Exhibitor enforce against the hall letter or the Organiser any claim to compensation, on any account whatever, on the ground of a decision as described in paragraph 2 of this article. Nor shall the Exhibitor ever have any right to compensation, of any nature whatever, if the number and/or profile of the visitors is disappointing or the expected number of visitors is not achieved.

Article 4. Items to be exhibited; relationship with third parties.

1. The Exhibitor may not:
 - (a) exhibit items in the stand space other than those specified in the participation agreement;
 - (b) display items in the stand space for the benefit of third parties, unless the Exhibitor has been expressly authorised for this purpose as customer or representative of such third party;
 - (c) part with possession of all or part of the stand space to third parties or use the stand space (or cause it to be used) for a purpose other than that described in the participation agreement.
2. The Organiser is entitled to require the Exhibitor to demonstrate to the satisfaction of the Organiser that the Exhibitor is entitled to display certain items and, if it is not, to require the Exhibitor to remove (or cause to be removed), at the expense and risk of the Exhibitor, everything which is displayed contrary to the provisions of this article.

3. Only if explicit prior permission has been obtained from the Organiser may the Exhibitor make use of the stand space together with other businesses affiliated to it. See also Article 2 paragraph 2.

Article 5. Layout

1. The Exhibitor shall be entitled during the agreed period to the stand space at a place to be determined by the Organiser.
2. In determining the place as referred to in paragraph 1, the Organiser may arrange the Exhibitors as far as possible in groups in accordance with the nature of the items to be exhibited by him and irrespective of the nationality of the exhibitors. The Organiser may also group the Exhibitors according to nationality if there are so-called country pavilions present.
3. In special circumstances, to be determined by the Organiser, the Organiser shall be entitled to alter a place allocated to an Exhibitor or, after hearing the relevant exhibitor group(s) or advisory committee(s), alter or scrap groups or regroup them at any time before the start of the agreed period. In such a case, the Exhibitor shall be entitled to cancel his participation within 14 days of notification of the alteration. In the event of cancellation as referred to above, the Exhibitor shall remain obliged to pay other costs incurred at his request through the intermediary of the Organiser. Stand costs already paid shall be refunded; the Exhibitor cannot enforce any right to compensation for any damage suffered directly or indirectly in connection with the provisions of this article.
4. Allocation of the requested stand space shall be made by the Organiser, taking into account as much as possible the wishes of the Exhibitor. The Organiser is entitled to reconsider the allocation of stand space should circumstances outside the Organiser's control necessitate such action. See article 3.2 to 3.5 inclusive.

Article 6. Calculation of stand hire, payment.

1. The Exhibitor is bound to payment of the stand hire solely through the notice of registration.
2. The stand hire is calculated according to the floor area made available to the Exhibitor, measured within the boundary lines as indicated after the reservation has been made.
3. Payment of the stand costs and all other payments should be made within 30 days of the date of the invoice without any deduction or set-off, unless a different due date is indicated on the invoice.
4. The Organiser has the right to invoice as soon as the participation agreement has been sent. An invoice may be preceded by a deposit invoice.

5. The Exhibitor shall be liable for all costs owed to the Organiser which are connected with their participation, irrespective of whether these costs have been incurred by the Exhibitor himself or third parties acting in his name.
6. If any sum owed to the Organiser is not paid in time, interest shall be charged at the statutory rate from the moment at which the claim becomes due. Collection costs shall be borne by the Exhibitor, for which purpose the extra-judicial costs of collection are fixed at 15% of the principal.
7. Payments made in respect of a participation may be used by the Organiser first of all to satisfy any claims against the Exhibitor still outstanding in respect of previous participations.
8. The Organiser shall be entitled, after giving a written or oral reminder and notice of default, to treat the participation agreement as terminated forthwith if the Exhibitor has not paid the stand costs or any other amount due to the Organiser or has not done so in full or in time. In such a case the Exhibitor shall be obliged to pay in full the stand costs and any other costs incurred in connection with his participation, without being entitled to claim compensation, of any kind whatever, in respect of the termination.

Article 7. Use of stand space.

1. The Exhibitor shall ensure that the stand space has a sufficient assortment of items and is adequately staffed during the opening hours and throughout the entire period of the exhibition and shall not remove the exhibited items from the view of the visitors during the opening hours.
2. In the event of a complete or partial infringement of the provisions of paragraph 1 of this article, the provisions of article 6 paragraph 8 shall apply by analogy.
3. The Exhibitor will keep the stand freely accessible for all visitors of the trade fair.

Article 8. Not permitted is.

The Exhibitor shall not be entitled:

- (a) to make such use of the stand space that, as a result, other exhibitors or visitors suffer damage or experience nuisance in the form of noise nuisance, obstruction of access or passageways, obstruction of light or in some other form, this being a matter for the Organiser to judge;
- (b) to place or install goods, furniture, hanging signs or advertising material in the widest sense of the word outside or above the stand space;
- (c) outside his stand to distribute or offer price lists, circulars, brochures or other advertising material inside the exhibition complex or at the entrance and exit doors or to cause them to be distributed or offered;
- (d) to make drawings or photographic, film or video recordings of objects other than his own stand space or to cause them to be made. This right has been reserved exclusively to the Organiser for use for the Organiser's own purposes;

- (e) to demand or request entrance fees or require any compensation or performance of any kind from visitors in exchange for visiting the stand space or attending demonstrations and/or presentations held in the stand space.

Article 9. Catering.

The Exhibitor is not permitted to allow third parties, in the widest sense of the word, to supply or deliver catering products in the stand space or himself to serve drinks or food in the stand space or to allow them to be consumed there, unless these products have been obtained from or through the intermediary of the catering department of the hall letter.

Article 10. Selling during exhibition

Unless permitted pursuant to special rules declared applicable in the participation agreement, the sale of any item by the Exhibitor to a visitor, irrespective of the capacity of the visitor, is prohibited during an exhibition if the purchased item is handed over simultaneously or virtually simultaneously.

Article 11. Catalogue

1. If a catalogue is produced for the exhibition, the Exhibitor shall be entitled to have a mention of his participation included in such catalogue and shall be supplied with a copy free of charge. This catalogue shall be compiled by reference to the particulars supplied in good time by the Exhibitor himself using the appropriate forms.
The Organiser determines how this information is to appear in the catalogue and reserves the right if necessary to abbreviate the particulars of the Exhibitor or to diverge in some other way from the statement supplied by the Exhibitor, without giving reasons.
2. The Organiser accepts no liability whatever to third parties or exhibitors for errors or omissions which may occur in a catalogue or in information systems derived from a catalogue.
3. The Exhibitor may give notice of items for inclusion in the catalogue only if they form part of their own delivery programme and, in the opinion of the Organiser, come within the permitted exhibition programme.

Article 12. Maintenance of order

1. The Exhibitor is obliged strictly to observe and follow the instructions and rules of the exhibition regarding order and safety and other (government) regulations.
2. The Organiser is entitled to take such measures as it considers useful or necessary in respect of an Exhibitor who fails wholly or partly to perform the obligation in the previous paragraph. These measures may include complete or partial vacation or closure

of the stand space, together with vacation of the stand erected on the stand space, or the discontinuation or suspension of deliveries of goods and services.

3. The Organiser is also entitled to rescind forthwith the participation agreement with the Exhibitor, in which case the Exhibitor shall be obliged to pay in full the stand costs, the other costs incurred in connection with participation, and the costs of the measures taken, without the Exhibitor being entitled in any way to require compensation for damage of any kind whatever in respect of the rescission or the measure taken.

Article 13. Liability

1. The hall letter and the Organiser are not liable for loss or damage of any kind suffered directly or indirectly by the Exhibitor, his personnel or his visitors, including consequential damage, criminal damage and damage due to theft or any other cause, if such damage is caused by third parties.
2. The Exhibitor indemnifies the Organiser against every claim of third parties in respect of damage of any kind caused by the Exhibitor himself, his personnel or his visitors.
3. The Exhibitor shall never have any right to compensation of any kind whatever if the number and/or profile of the visitors are disappointing or the expected number of visitors is not achieved. See also Article 3 paragraph 5.

Article 14. Unavoidable circumstances, bankruptcy, suspension of payments

1. If the Exhibitor is unable to use the stand space due to special circumstances beyond his control, the Organiser may, at the request of the Exhibitor, cancel the participation agreement, and if such cancellation occurs six months or more before the start of the exhibition the Exhibitor shall owe 20% of the total stand costs, together with the other costs incurred at his request by or through the Organiser, including the once-only registration sum.
2. If the cancellation by the Exhibitor occurs between 4 and 6 months before the start of the exhibition, the Exhibitor shall owe 50% of the total stand costs, together with the other costs incurred at his request by or through the Organiser, including the once-only registration sum.
4. If the cancellation by the Exhibitor occurs in the 4 months before the start of the exhibition, the Exhibitor shall owe 100% of the total stand costs, together with the other costs incurred at his request by for through the Organiser, including the once-only registration sum.
5. If the Exhibitor is declared bankrupt or requests a suspension of payments at any time after the participation agreement is concluded, the participation agreement shall be rescinded automatically by the occurrence of the above-mentioned events, and the Exhibitor shall be obliged to pay forthwith the full amount of the agreed stand costs,

together with all other costs incurred on his behalf, without prejudice to the right of the Organiser to claim costs, damage and interest.

III Technical provisions

Article 15. Application forms for technical facilities

1. An Exhibitor may notify his wishes regarding the layout and technical facilities of the stand space to the Organiser or the Hall Letter in an appropriate application form.
2. If the application form is completed correctly and submitted to the Organiser or the Hall Letter in good time and if it is possible to provide the requested facilities, the Organiser shall provide such facilities.
3. The Exhibitor shall be obliged to pay the costs of the requested facilities to the Organiser or the Hall Letter and to pay any deposit which may be required.
4. Facilities that are requested after the fixed date shall generally only be provided at a surcharge.

Article 16. Service and exhibitor cards

1. The Organiser shall supply service cards to persons who are charged with carrying out work in the stand area.
2. During the periods in which the stand space is fitted out, maintained and vacated, access may be gained to the exhibition complex on production of a valid service card.
3. The Organiser shall supply the Exhibitor with exhibitor cards or badges free of charge for the benefit of the Exhibitor and his personnel. The number of exhibitor cards to be supplied is related to the surface area of the stand space.
4. The Organiser shall be entitled at all times to cancel service cards and exhibitor cards and to refuse the person(s) concerned access to the exhibition complex.

Article 17. Fitting out of stand space

5. The Exhibitor shall be entitled, subject to any rules or instructions given by the Organiser, to fit out the stand space as he sees fit. Stands of more than one storey are not permitted, unless agreed otherwise in writing. In the event of a stand with more than one storey, extra requirements may be imposed in respect of safety, fire prevention and heating and ventilating etc.
6. Connection points for electricity, gas, water and telephone, heating and ventilating systems or fire safety equipment which may be in, above or on the floor of the stand space must be kept easily accessible and free at all times.

7. Floor covering may not be attached to the floor by adhesive tape or tacks.
8. If the fitting out of the stand space and/or the construction of the stand, hereinafter also referred to as the stand, is in the opinion of the Organiser not likely to be ready before the end of the construction period, the Organiser shall take all measures considered necessary at the expense and risk of the Exhibitor.

Article 18. Stand construction

If the Exhibitor has ordered 'space only':

1. The Exhibitor obtains the stand space without any stand, fitting-out, furnishing or technical facility of any kind. The Exhibitor shall himself arrange for this at his own expense.
2. All plans, designs and/or models of stands shall be presented to the Organiser for approval on or before a given date. Only after the said approval has been obtained may construction commence.
3. No closed walls may be used at the aisle side. This applies to all types of stand, including corner, head and island stands.
4. The maximum permitted height of the partition walls and fixed parts of the structure of the stand is 250 cm. Any deviations from this should always be submitted to the Organiser for approval.
5. The Organiser may issue special rules in order to ensure uniformity in the construction of stands at an exhibition. These rules may also cover the supervision of stand construction and the fitting-out of the exhibition.
6. The Organiser shall designate the stand space by means of position markers on the ground, and the stand itself may be provided with an identification mark, at such place and in such way as the Organiser may determine. The Exhibitor may not remove, move or alter identification marks.

If the Exhibitor has ordered "shell and space":

7. The stand construction parts, signboards, boarding, fitting-out materials, switchbox protection and pillar coverings supplied by the technical department of the Organiser, may not be removed or moved or painted. The costs incurred in replacing items, repairing damage and dealing with pollution (including dirt and refuse) discovered by the Organiser shall be charged by the Organiser to the Exhibitor.
8. Wires may not be attached to the ceilings or the roof structures of buildings for the purpose of suspending stand ceilings or stand awnings, lighting etc.

9. All damage arising as a result of defects in the construction of stands and in the systems fitted in them, and damage resulting from the structure of a stand as such shall be borne in full by the Exhibitor.

Article 19. Packaging

1. Empty packaging may not be left in any other place than in the area designated by the Organiser.
2. During the period of an exhibition the Organiser may make space available for the storage of empty packaging.
3. Empty packaging that is stored in areas allocated by the Organiser shall be clearly labelled with the name and stand number of the Exhibitor.

Article 20. Delivery and removal of goods

1. The Exhibitor may not deliver or remove goods during the period of an exhibition.
2. The Exhibitor shall arrange for the transport, arrival and reception of his goods or goods delivered for him. The Organiser does not take receipt of any goods of exhibitors and shall not be liable for this in any way.
3. Motor vehicles may be admitted to most areas of the exhibition complex, provided that they do not, in the opinion of the hall letter, obstruct any activities. Trucks and delivery vans are admitted to the buildings only insofar as the structure of the buildings permits this. Parking in the buildings is prohibited, save for the purpose of loading or unloading goods, after which the vehicles must be removed directly from the buildings. Nor may vehicles be parked in such a way that access to the buildings is obstructed. Private cars are not admitted to the site between the halls or in the buildings unless they display a permit for this purpose.
4. The Exhibitor shall ensure that the exhibition complex is not damaged by the transport and shall, if necessary, take measures in consultation with the transporter to prevent damage.
5. Manoeuvring with machines and equipment fitted with caterpillar tracks on which unprotected cogs are mounted is prohibited.

Article 21. Technical facilities

1. Information with regard to technical facilities is given in the house rules (manual).

Article 22. Cleaning

1. The Exhibitor shall be obliged to arrange for the cleaning of his stand; at the request of the Exhibitor, this cleaning may be carried out by the cleaning firm appointed by the Organiser. The cleaning of the stand may also be done by the Exhibitor's own permanent staff.
2. The cleaning of all areas accessible to the public, with the exception of the stand space, shall be carried out by or on behalf of the hall letter throughout the period that the hall or the building is open to visitors to the stands.

Article 23. *Vacation of the stand*

1. After vacation, the Exhibitor shall be obliged to leave the stand space in the same state as that in which it was made available to him by the Organiser. Any damage and pollution discovered by the Organiser shall be repaired by the Organiser and the costs incurred in this respect shall be charged to the Exhibitor.
2. If the stand space is not completely vacated in good time, the Organiser shall be entitled:
 - (a) to remove the materials, goods or packaging still present, or to have them stored, at the expense and risk of the Exhibitor;
 - (b) to restore the stand space, at the expense and risk of the Exhibitor, to the condition in which it was made available to the Exhibitor.
3. The Organiser shall be entitled, at its discretion, to destroy or sell materials and goods if they have not been collected by the owner within one month of the closure of the exhibition and the Organiser does not know who owns them.

Article 24. *Fire brigade and other security rules*

1. No exits, corridors, pathways, emergency exits, stairways etc. may be wholly or partly blocked in any way whatever.
2. All fire extinguishers, fire hydrants and closed drains must always be visible and remain directly accessible. Any sprinkler systems must be able to function without obstruction. Stands may not be fitted with a ceiling unless the area between the sprinkler heads and the prescribed stand height is 50 cm or more.
3. No highly flammable substances may be used for the construction and covering of stands. Such substances include: jute, ridged paper, crepe paper, board, corrugated paper, rush-matting and plastics.
4. If flammable fibres are used for covering the stand, they should be adequately impregnated with fire-resistant material. Proof of this should be kept at the stand.
5. Without the prior consent of hall letter and the fire brigade, the Exhibitor may not demonstrate apparatus, equipment, stoves, fireplaces etc. with a naked flame.

6. If the Exhibitor wishes to exhibit equipment that has ionising radiation or radioactive sources, the Exhibitor should contact the hall letter in good time so that it can be determined in advance, in consultation with the Factories Inspectorate and the fire brigade, on what conditions the equipment may be exhibited. In addition, the Exhibitor should hold an appropriate licence under the Nuclear Energy Act. Application for this should be made to the relevant government department.
7. Cylinders containing liquid gas may not be kept or used inside the buildings. On request, this ban may be lifted by the hall letter and the fire brigade for the purposes of demonstrations.
8. If a laser light is used, the energy of the light beam may not exceed 2.5 mW/m². If the energy is greater, the light beam should be fully encapsulated.
9. Motor vehicles may not be exhibited in the buildings and may not be used in constructing and fitting out stands unless the fuel tank is completely or almost completely empty and locked and unless the battery terminals are disconnected from the battery.
10. The Exhibitor is obliged to obey forthwith all instructions given by the hall letter, the Organiser and/or the fire brigade.
11. No equipment may be displayed that could spread contagious diseases without effective measures being taken to prevent the development of pathogens or otherwise, such to be judged by the Organiser and the building letter, as well as the competent authorities if required.

Article 25. Safety

1. Without prejudice to his obligation to act in accordance with the rules issued or yet to be issued by the authorities in the interests of safety, the Exhibitor shall be obliged to act in accordance with the rules, provisions and instructions which the hall letter and/or the Organiser have issued or will issue in the interests of safety.

Article 26. Security

1. The Organiser shall take such measures and lay down such rules as it considers necessary for security.
2. All goods of the Exhibitor are and shall remain at its own expense and risk. The Organiser excludes all liability in respect of damage to and loss or theft of goods present at the exhibition complex.
3. The Exhibitor shall himself arrange for supervision at his stand during the period when the exhibition is under construction, during the hours that the exhibition or the building is open to visitors and during the time that the building is being vacated.

4. The Exhibitor may not leave his personnel at the stand space during the night or outside the times fixed for this purpose, nor is he himself entitled to remain there.

IV Special provisions

Article 27.

If rules, provisions or instructions issued or yet to be issued by the Organiser are not obeyed by the Exhibitor, the Organiser shall be entitled to take, at the expense and risk of the Exhibitor, whatever measures are necessary to ensure that the above-mentioned rules, provisions or instructions are obeyed.

Article 28. Unforeseen circumstances

The Organiser shall decide all matters that are not covered by these general provisions.

Article 29. Disputes

1. All disputes which may arise between the Organiser and Exhibitor with reference to the participation agreement, these general conditions and provisions or any other agreement concluded between the parties in this respect shall be settled in accordance with Dutch law by the competent court in Utrecht, the Netherlands.
2. The Dutch text of the participation agreement, these general conditions and provisions or any further agreement concluded between the parties in respect thereof shall be decisive.

Nijkerk, the Netherlands, 12 November 2010