



Western[®] Experience

Western Experience B.V.
p/a Kaakstraat 49, 6181 HN Elsloo
T: +31 (6) 516 280 60
www.westernexperience.com
orders@westernexperience.com

**TERMS AND CONDITIONS
EXHIBITORS 2025**

TERMS AND CONDITIONS FOR PARTICIPATION IN TRADE FAIRS AND EVENTS ORGANIZED BY (OR IN COLLABORATION WITH) WESTERN EXPERIENCE B.V.

If the 'Participation Conditions' of a trade fair or event (hereinafter referred to as: the Exhibition) to be organized by or in collaboration with Western Experience B.V. (hereinafter referred to as: the Organizers) refer to these 'General Regulations' for participation, the following provisions shall apply to this Exhibition and shall be deemed to be part of said 'Participation Conditions'.

In this regulation, '**Organizers**' shall mean Western Experience B.V. and other organizers who, in collaboration with it, hold trade fairs and events.

In this regulation, '**Participant**' shall mean any natural or legal person who has registered as a Participant and/or exhibitor for the Exhibition by means of the registration form.

In this regulation, '**Exhibition Facilities**' shall mean the building complex used by Western Experience B.V. for the purpose of the Exhibition, its premises, as well as its temporary or permanent accommodations on these premises, and the external premises temporarily used for the Exhibition and/or parking.

In this regulation, '**Participation Fees**' shall mean all costs owed by the Participant to the Organizers for the rental of exhibition space and all other costs.

In this regulation, '**Exhibition**' shall mean the trade fair, event, or exhibition for which the participation agreement has been concluded by means of the registration form.

Address:

Brabanthallen Den Bosch

Diezekade 2

5222 AK 's-Hertogenbosch (NL)

Opening hours:

Saturday: 10.00 - 20.00 h

Sunday: 10.00 - 18.00 h

Construction days:

Friday: 10.00 - 18.00 h

Saturday: 09.00 - 10.00 h

Sunday: 09.00 - 10.00 h

Completion day:

Sunday: 18.00 - 22.00 h

Article 1 GENERAL PROVISIONS

Subject to explicit and written deviation, orders and deliveries are subject to the following general conditions. Any differing conditions of the buyer, lessee, or client cannot be invoked against the seller/lessor, whose general delivery and payment conditions always take precedence.

The Organizers reserve the right at all times to make changes that they deem necessary or necessary in the general interest.

The Organizers reserve the right at all times, due to special circumstances, including those beyond their control (force majeure in the broadest sense of the word, such as fire, national disaster, etc.), to change the dates, hall(s), and times of the Exhibition as mentioned in the 'participation conditions', or to cancel the Exhibition, without Participants, regardless of whether stand space has already been allocated to them, being able to claim compensation from the Organizers for any damage, regardless of its form or cause.

Changes in dates and times do not entitle Participants to withdraw their registration in whole or in part. If the Exhibition is canceled, the registrations and any allocations of stand space already made will be considered void, and payments made by Participants regarding Participation Fees will be refunded, minus the costs already incurred for the organization of the Exhibition, which may be fully or partially distributed among Participants in proportion to the stand space for which they registered or were allocated.

This refund will be made within 60 days after the decision to cancel the Exhibition has been made.

The Organizers are authorized to decide not to proceed with the Exhibition for reasons deemed appropriate by them, without Participants, regardless of whether stand space has already been allocated to them, being able to claim compensation from the Organizers for any damage, regardless of its form or cause.

The Participant participates in the Exhibition at their own expense and risk.

Article 2 ADMISSION TICKETS

The Organizers may establish a basic entrance fee for the Exhibition, which, in that case, is specified in the 'participation conditions'. The Organizers are authorized to grant a reduction on this basic entrance fee for visitors to the Exhibition up to the age of 12, provided they are accompanied by an adult, holders of a PAS 65, members of a group visit, and as a result of collaborations with certain media. For group visits, a group of visitors consists of at least sixteen persons.

A certain number of Participant tickets will be provided free of charge to the Participants of the Exhibition, which provide continuous access to the Exhibition. The number of Participant tickets to be provided, which will be announced to the Participants in due time before the Exhibition, shall be determined by the Organizers.

Participant tickets are strictly personal and may only be requested by individuals belonging to the company or organization of the Participant.

Other personal continuous admission passes will be available for purchase at a price to be determined by the Organizers.

The Organizers may stipulate that all continuous admission passes must be accompanied by a photo of the holder.

Article 3 GOODS TO BE EXHIBITED

The Organizers, without being obligated to any compensation, have the right to refuse Participants, goods, and/or services, or to immediately remove them from the Exhibition if, in their opinion, behavior, goods, and/or services are or could be in violation of the law, public morals, public order, or the orderly conduct of the Exhibition.

This applies to all goods and services displayed or used in the Exhibition Facilities - even if goods and services have been listed in advance.

In particular, the regulations of the Dutch Food and Consumer Product Safety Authority (NVWA) and the Weapons and Ammunition Act must be known and complied with by the Participant, under penalty of exclusion from further participation in the Exhibition without any right to a refund of amounts already paid.

Protected indigenous and exotic mammals, birds, and turtles may be exhibited if a permit is issued by the Ministry of Agriculture and Fisheries, pursuant to Article 3 of the Animal Welfare Act.

This permit must be applied for by the Participant and be in the possession of the Organizers at least 3 weeks before the start of the Exhibition.

Article 4 REGISTRATION / CANCELLATION

Registration for participation in the Exhibition must be done by submitting an application to the organizer.

Completion, correspondence, and submission of the application by the Participant shall be considered an irrevocable offer by the Participant to participate in the Exhibition. This offer shall be deemed accepted by the Organizers once they have provided the Participant with a written allocation of their stand space.

A registration cannot be unilaterally withdrawn or modified by the Participant. If a Participant wishes to cancel a registration that has already been submitted, a written request for cancellation must be sent by registered mail to the Organizers. The Organizers may approve a request for cancellation of the registration if the Participant has paid a cancellation fee according to the following schedule:

- 50% of the Participation Fees if the cancellation of the registration occurs at least 2 months before the start of the Exhibition's setup;
- 75% of the Participation Fees if the cancellation of the registration occurs at least 1 month before the start of the Exhibition's setup;
- 100% of the Participation Fees if the cancellation of the registration occurs within two weeks before the start of the Exhibition's setup, plus any costs incurred by the Organizers for setting up the unoccupied booth.

The invoicing of the cancellation fee will be done within 2 weeks after receiving the written cancellation request. The payment term is no later than 2 weeks from the invoice date or earlier, so that it is paid before the start of the Exhibition.

The Organizers reserve the right to refuse a registration for participation without stating reasons. Participants must provide a complete and unambiguous overview of the goods and/or services they intend to exhibit with their registration.

The Organizers determine the location and dimensions of the stand space allocated to each Participant.

The allocation of stand space shall be made as soon as possible and shall be binding on the Participants, both in terms of dimensions and location at the Exhibition.

If more stand space is requested in total than is available, less stand space may be allocated than applied for, and registrations may be rejected.

In special cases, the Organizers are authorized to change the already allocated stand space, without the Participant being entitled to compensation for any damage suffered, regardless of its form or cause.

Article 5 PAYMENT

A rent shall be payable for each square meter of allocated booth space. In calculating the rent, a portion of a square meter shall be considered as one square meter.

Payment of the Participation Fees must be made within 14 days from the date of the invoice. In the event that the final invoice is dated less than 14 days before the first setup day of the Exhibition, the due Participation Fees must be received by the Organizers immediately, but no later than the first setup day of the Exhibition.

If a Participant fails to pay the amounts due within the specified periods, the Organizers are entitled to either not allocate booth space to them or immediately revoke any previously granted allocation of booth space, without prejudice to the Organizers' claim for full compensation of these amounts, plus additional costs including those for (re)designing the booth space.

Participants cannot demand a refund of amounts already paid in the aforementioned case.

The costs of booth construction and design, installation of electrical wiring on the booths, use of electrical power, costs of mandatory inspections by official authorities, and all other incidental costs shall be borne by the Participant. These costs must be paid by the Participant within 14 days after the costs have been invoiced to the Participant, and where indicated, no later than the first setup day of the Exhibition.

Payments owed by the Participant to the Organizers cannot be offset by the Participant against any claim they may have against the Organizers. Nor can the Participant invoke a right of retention with respect to these payments.

If a Participant fails to fulfill their obligations to the Organizers regarding the Exhibition, the Organizers may:

- Without judicial intervention, retain the goods of the defaulting Participant located in the Exhibition Facilities, or have them stored at the expense and risk of that Participant, in order to ensure compliance with those obligations; and/or
- Assign the collection of the amounts due by the Participant and charge all costs, both judicial and extrajudicial, associated with the collection of the amounts due to the Participant, plus the prevailing statutory interest, calculated from the due date of the amounts due.

The business result achieved by the Participant through participation in the Exhibition, and/or the lower-than-expected number and/or type of visitors and/or Participants, and/or the services provided by the Organizers, shall never be a reason for the Participant, nor give the Participant the right, to not pay their Participation Fees in whole or in part, and shall not entitle the Participant to any compensation from the Organizers.

Even if a different billing address is provided, the Participant remains jointly liable to the Organizers for the payment of the Participation Fees.

The Organizers are entitled to set off payments for participation against outstanding claims from previous participations by the Participant.

Article 6 ALLOCATION OF BOOTH SPACE

The Exhibition Facility is available for the setup and arrangement of booths, as well as the delivery of goods, during one day prior to opening to the public.

Outside of this period, work on the booths and the delivery of goods are not permitted unless agreed upon in writing with the organization.

If 12 hours before the time the Exhibition is opened to the public, a Participant has not taken possession of the allocated booth space, or it is established earlier that the Participant will not have access to the allocated space and/or has not timely fulfilled their payment obligations regarding the Exhibition, the Organizers may, without further notice or demand, allocate this space to another party, without being obliged to refund any payments already received, and without relieving the Participant of the obligation to pay the outstanding amounts.

Article 7 REMOVAL OF GOODS

The Participant is obliged to dismantle their booth, vacate the booth space, and leave it empty and clean within the specified period (Sunday evening 10:00 PM), in accordance with the instructions provided by the Organizers and the Exhibition Facility.

Any goods left behind, including waste, will be removed at the expense and risk of the Participant. The dismantling of booth structures does not apply if booth construction is included in the Participation Fees paid to the Organizers.

The Participant is required to leave their allocated booth space in the same condition as it was provided to them before the start of the setup period referred to in Article 6. Failure to comply, including improper compliance, with this obligation will result in the Participant being charged for the costs of restoring the grounds and/or facilities.

Article 8 IMPLEMENTATION REGULATIONS

Participants are required to strictly adhere to the regulations and guidelines provided by the Organizers regarding booth setup and arrangement, as well as those of the Exhibition Facility.

The Participant is obligated to follow the instructions of or on behalf of the Organizers, the Exhibition Facility, the Municipality, the fire department, and other authorities concerning the setup, arrangement, safety, maintenance, and dismantling of their booth without reservation.

The Participant must begin the setup and dismantling of their booth in such a timely manner that the deadlines set for this purpose are not exceeded.

Failure to comply with an instruction given by or on behalf of the Organizers and/or the aforementioned authorities may result in the immediate implementation of necessary measures by or on behalf of the Organizers at the expense of the Participant.

Every Participant, their staff, individuals working for them or on their behalf in any capacity, who intend to use water for any purpose whatsoever, must obtain it exclusively from the piping system of the Exhibition Facility and as directed by them. Due to increased risk factors, it is strictly forbidden to use water at the Exhibition for any purpose or to exhibit water with a temperature higher than 20 degrees Celsius. If water use is present at a Participant's booth, the Participant must continuously monitor this, particularly the water temperature, and must ensure at all times, through the use of properly functioning thermometers, that the water used at their booth meets the prescribed requirements and regulations and has a temperature no higher than 20 degrees Celsius. In the event of the water temperature exceeding 20 degrees Celsius, the system or product being exhibited with water must be immediately shut down and emptied without the Participant having any right to compensation in such a situation. Systems to be exhibited by the Participant that use and employ water must be cleaned and disinfected by the Participant before installation at the fair. The Participant must confirm this to the Organizers in writing before installation. Every Participant must cooperate with all possible tests, samplings, and inspections by the Organizers and official authorities. The costs of mandatory inspections and measures imposed by official authorities or Organizers are the responsibility of the Participant. The use of air humidifiers, evaporators, etc., is expressly prohibited. Failure to comply with the aforementioned provisions or provisions subsequently imposed by official authorities or Organizers, without the Participant having any right to compensation, may result in immediate exclusion from the Exhibition. Any future provisions for the use of water at Exhibitions, imposed by official authorities or at the discretion of the Organizers, are binding and never a reason for unilateral (free of charge) cancellation of participation by the Participant. Organizers may, based on these future provisions and for their own reasons, decide that certain categories of Participants will not be admitted to the Exhibition. In such a situation, a Participant has no right to any compensation.

All goods rented by the Organizers or by their appointed suppliers must be used in accordance with the instructions of the Organizers or designated third parties and must be managed "as a good housekeeper". Losses of and damage to these goods, which are identified during the dismantling period of the Exhibition, are the responsibility of the Participant.

The Organizers and their appointed suppliers, official authorities, and officials of the Exhibition Facility reserve the right of free access to all rented spaces.

The Participant is obliged to keep their booth in good condition and clean during the Exhibition. Garbage and other waste caused by the Participant must be removed immediately by the Participant from the Exhibition Facility, or the Participant may, in certain cases, use the available facilities for a fee. Booth construction, layout, and lighting must meet aesthetic and practical requirements, including the finishing of the visible back and/or side(s) for the public, so that the quality of the Exhibition is not compromised and other Participants are not inconvenienced.

The name of the Participant must be clearly displayed on or in the booth space. Displaying the name or any form of advertising above the booth space requires written permission from the Organizers.

The organization is not liable for deviations in dimensions.

The height of the booth walls must be 250 cm. Higher booth construction than 250 cm, such as towers, objects, and walls, must be at least 1 meter away from the neighbors' partition.

Article 9 MISCELLANEOUS PROHIBITIONS

Without prior written consent from or on behalf of the Organizers, it is NOT PERMITTED for the Participant to:

- Keep their booth closed or unoccupied during the time the Exhibition is open to visitors, cover or indicate that exhibited goods or any part thereof have been sold;
- Place or install exhibited goods and/or advertising materials of any kind outside or above the assigned booth space;
- Utilize the walls of adjacent booths;
- Bring drinks and food items into the Exhibition Facility or stock them, sell or provide drinks or food for on-site consumption except beverages and food obtained from the Exhibition Facility or its appointed caterers;
- Project images, amplify spoken words through speakers, play music and/or create noise, all to the extent that it may cause nuisance, as well as placing television sets or moving goods;
- Hold lotteries, organize contests, and perform so-called 'booth work,' as well as advertise goods and services not permitted at the Exhibition, or for businesses or institutions that do not have booth space at the Exhibition;
- Conduct surveys among visitors and Participants of the Exhibition within the Exhibition Facility or its associated grounds;
- Make drawings, take photographs, or create other images of objects other than their own booth. The Organizers reserve the right to make drawings, take photographs, or create other images in the Exhibition Facility and use them for their own purposes. Photo rights regarding the entire Exhibition including its rented booth spaces lie with the organization. The name of the fair is a registered trademark by the Organizers. The Participant is only allowed to use this trademark to indicate their status as a Participant of the Exhibition during the two calendar months immediately preceding the Exhibition. The Organizers have the right to use the names of Participants and/or goods/products supplied by Participants for the Exhibition in publications, etc.;
- Stay overnight in the buildings, temporary accommodations, and/or parking lots and grounds of the Exhibition Facility without written permission from the Organizers;
- Place cars, other vehicles, storage spaces, or other objects of that nature during the duration of the Exhibition in the Exhibition Facility except for exceptions at the discretion of the Organizers and with their written permission; and/or
- Obstruct visitors to the Exhibition in any way.

Article 10

It is NOT PERMITTED for the Participant to:

- Rent out or transfer, in whole or in part, the booth space occupied by them to third parties, or exchange with another Participant and/or use the booth space assigned to them for a purpose other than for which it was rented. Actual use of booth space, or any part thereof, in any form whatsoever, regardless of the legal title, is not permitted.
- Undertake activities that, in the opinion of the Organizers, cause damage or harm to the Exhibition as a collective manifestation, even if these activities are not directed against the Exhibition itself, but target one or more Participants or groups thereof; to the extent that these activities cannot be considered usual in mutual competitive relations;
- Charge visitors to attend demonstrations, demand or request a fee or performance of any kind;
- Have goods that cause unpleasant odors or other nuisances present or operate sound-emitting or light-emitting devices that are annoying;
- Make changes to the Exhibition Facility and, among other things, hack, break, drill, nail, stick, or otherwise damage floors, walls, ceilings, columns, and the like;
- Have flammable, corrosive, or explosive substances, gases, and dangerous goods, including goods posing a radiation hazard, present within the facility or its associated grounds and/or light an open flame;
- Attach bills or other advertising materials inside or outside the booth they occupy to columns, walls, ceilings, main beams, and the like of the Exhibition Facility;
- Distribute or circulate price lists, circulars, and the like in and around the Exhibition Facility or to attract attention to the company, business activities, or products elsewhere than at their booth;
- Disseminate advertising material that is not directly related to the goods and services exhibited and admitted to the Exhibition by them, as well as distributing advertising material of any kind that may cause nuisance or damage;
- Place or use names, brand designations, and the like, which may be misleading or annoying to Participants at other booths, respectively, to visitors to the Exhibition; or of goods or services for which no registration has been made;
- Exhibit goods or advertise goods at the Exhibition with brand designations on the goods themselves or on their packaging, which brand designations give the impression that those goods are being marketed in the Dutch market under a brand that, in the opinion of the Organizers, enjoys the oldest brand awareness;
- Make such use of their booth or carry out actions, or behave in such a way, that, in the opinion of the Organizers, this causes disturbing music, odor, behavior, noise, obstruction of access, light or view, or nuisance, danger, or damage is created or a situation is created that is equivalent to conducting unfair competition and/or at the expense of the good name and reputation of the Exhibition or is contrary to socially acceptable standards.
- Handing out advertising and/or leaflet material (flyering) is only possible after written permission from the organization and payment of €60,-. If observed afterwards, these costs as well as the cleaning costs will be charged afterwards, with a minimum of € 150,- per observed violation.

Article 11 CATALOG / INTERNET

By or on behalf of the Organizers, a catalog may be issued and/or a website may be kept online, compiled from the information provided by the Participants on the registration form and/or a form to be provided later. Participants are required to submit this information before a date notified to them. The Organizers or the editorial staff appointed by them are not liable for errors, deficiencies, or omissions in the catalog and/or internet pages.

Article 12 INSURANCE / LIABILITY

Goods, including packaging, are located in the Exhibition Center at the expense and risk of the Participant. The Organizers do not undertake to insure the goods.

The Organizers, the Exhibition Center, their directors, authorized representatives, and staff are not liable for any damage of any kind arising from damage to or loss of goods, nor for damage caused by the non-functioning or inadequate functioning of technical installations of the Exhibition Center or by any other defects of this facility or the associated grounds, nor for damage arising from any cause to goods or persons.

Participants are required to insure themselves against legal and contractual liability, as well as the exhibited goods and stand materials, regardless of whether they own them or they belong to third parties.

Article 13 ENFORCEMENT OF ORDER

The Organizers are authorized to take one or more of the following measures and provisions against a Participant, their staff, persons working for them or on their behalf, and holders of Participant cards and/or continuous access passes provided by them, who violate any provision of this regulation or the 'participation conditions' or fail to comply with an instruction given by or on behalf of the Organizers, without judicial intervention and without the right to compensation:

- Withdrawal of the Participant cards and/or continuous access passes provided to them and immediate denial of access to the Exhibition and/or the Exhibition Center to the individual(s);
- Closure of their stand or partial or complete evacuation of it and disposal of the vacated or unoccupied space;
- Retention and storage of exhibited goods, as well as anything built or installed by the Participant, at their expense and risk, without any right to reimbursement of already paid amounts or compensation for damages, in any form or for any reason whatsoever, and without prejudice to the obligations they have undertaken towards the Organizers;
- Exclusion of the relevant Participant from participation in further organized Exhibitions.

Article 14 DOMICILE / JURISDICTION

A Dutch court shall have exclusive jurisdiction to hear any disputes arising out of or in connection with the implementation of this regulation. For all notifications and similar matters that the Organizers may wish to make in connection with the implementation of this regulation, Participants continuously choose their place of residence/establishment at the office of Western Experience BV.

Article 15 FINAL PROVISIONS

In all cases where this regulation, the participation conditions, as well as the implementation instructions do not provide or are deemed unclear, the Organizers shall decide, taking into account the norms of reasonableness and fairness.

Western[®] Experience

Western Experience B.V.
Postbus 269
2260 AG Leidschendam

