

General Terms and Conditions for Trade Fair Participation

Article 1 Applicability

1. These General Terms and Conditions of Trade Fair Participation (hereinafter referred to as 'General Terms and Conditions') apply to all registrations and agreements relating to participation in the trade fairs organised by Royal FloraHolland, including the Trade Fair Aalsmeer, the Trade Fair Naaldwijk, the trade fairs Autumn Fair, Winter Fair and Spring Fair (hereinafter referred to as the 'Fair'), as well as any services provided or to be provided by Royal FloraHolland within that context.
2. Furthermore the provisions of the Royal FloraHolland Auction Regulations apply to these General Terms and Conditions, insofar as these General Terms and Conditions do not deviate therefrom.
3. By registering and/or by participating in a Fair organised by Royal FloraHolland, the participant or exhibitor declares to have received these General Terms and Conditions and to agree to them.
4. The applicability of the General Terms and Conditions of the participant or exhibitor, as well as those of any trade association, is expressly denied, unless otherwise agreed in writing.
5. Any deviation from these General Terms and Conditions may only be agreed in writing.
6. From the moment that these General Terms and Conditions apply, they will also apply to new agreements between the parties in this matter without further statement of application, unless otherwise agreed in writing.
7. If any provision of these General Terms and Conditions proves to be non-binding for any reason whatsoever, this will not affect the validity of the other provisions.
8. The Dutch text of these General Terms and Conditions, the participation agreement, or any other agreement in this matter between parties takes precedence.
9. If a dispute arises between Royal FloraHolland and a participant or exhibitor, and this dispute is not regulated by these General Terms and Conditions, the situation should be judged according to 'the spirit' of these General Terms and Conditions.

Article 2 Participation

1. Registration and participation is possible and permitted for suppliers (members and non-members), trade companies, breeders and suppliers of added value products for flowers and plants that are registered with Royal FloraHolland (hereinafter referred to as 'Exhibitor'), based on the minimum number of square metres (m²) of stand area determined by Royal FloraHolland and at the price per m² of stand area set by Royal FloraHolland. Royal FloraHolland reserves the right during the registration and acceptance process to give members priority over non-members, trade companies, breeders and other suppliers and/or third parties.
2. The Exhibitor is fully responsible and liable for compliance with all obligations arising from participation and in connection with the Exhibitor's registration.
3. The Exhibitor declares that it will accept all consequences of registration arising from signing the registration form, also in the event that the form is signed by a party not authorised to do so.
4. Participation is strictly personal and non-transferable. The Exhibitor is not entitled to transfer its registration or participation to a third party.

Article 3 Arrangement, setup & breakdown of the stand area

1. Royal FloraHolland reserves the right to arrange the stand area(s) or the floor plan at its discretion. In doing so, the wishes of the Exhibitor(s) and the available space at the trade fair and suchlike will be taken into account as far as possible.
2. The Exhibitor is responsible for the setup & dismantling of the stand and for the design of its stand area.
3. Exhibitors must comply with the setup and dismantling times of the Fair as stated in the fair information.
4. The layout of the stand area must remain within the number of square metres (m²) rented by the Exhibitor and may not be higher than 2.5 metres, unless expressly agreed otherwise with Royal FloraHolland and the neighbouring exhibitors.
5. The Exhibitor is not permitted to write on the walls of the stand area with ballpoint pens, markers, pencils or otherwise, or to drill, screw, staple or nail into the walls of the stand area, or to use tape or any other adhesive on the walls. In the event that the stand area and/or stand materials are damaged, Royal FloraHolland is entitled to recover any costs of repair, removal and/or cleaning from the Exhibitor.
6. The materials used by the Exhibitor on the stand must comply with the general fire regulations. Any flammable materials must be treated with fire-retardant or fire-resistant agents. The fire department will check the stand area in this regard before the Fair begins.
7. If on the final day of the trade fair the Exhibitor has not dismantled and/or vacated the stand area before the time stated in the manual provided to the Exhibitor by Royal FloraHolland, Royal FloraHolland is entitled to dismantle and vacate the stand area at the expense of and at the risk of the Exhibitor, as well as to destroy any products and/or goods still present in the stand area.

Article 4 Transport and quality of the products & goods to be displayed

1. The Exhibitor is responsible for the transport and receipt of the products and goods within the times indicated by Royal FloraHolland for this purpose. Royal FloraHolland will not accept receipt of goods on behalf of the Exhibitor, nor is Royal FloraHolland liable in this regard.
2. The Exhibitor is not permitted to transport products or goods to or from the stand area during the opening hours of the Fair .
3. The products and goods that the Exhibitor will be displaying at the Fair must be of excellent quality.
4. At the stand, the Exhibitor may only exhibit retail-ready end products for day trade or forward sales. Exhibiting other products is not possible and is prohibited.
5. If the Exhibitor has a grower number at Royal FloraHolland, then the products and goods sold by the Exhibitor at the Fair must be settled via Royal FloraHolland.

Article 5 Staffing & use of stand area

1. During the official opening hours of the Fair, the stand area must be staffed by the Exhibitor itself and/or its personnel. It is not permitted to use third parties to staff the stand area.
2. The Exhibitor must strictly observe all instructions provided by Royal FloraHolland in this regard.
3. The Exhibitor is not entitled to:
 - a) offer all or part of the stand area to third parties for use, or use the stand area or allow it to be used for purposes other than those described in these General Terms and Conditions;
 - b) make use of the stand area in such a way that other exhibitors or visitors to the Fair suffer damage, (noise) nuisance and/or inconvenience in any way whatsoever, all of which is at the discretion of Royal FloraHolland;

- c) obstruct (main) passageways and/or emergency exits;
 - d) make use of open, flowing, spattering and/or misting water at or near the stand area, unless this is necessary to provide the products on display with water, all of which is at the discretion of Royal FloraHolland;
 - e) make use of devices, equipment, heaters, stoves and suchlike with open flames at or near the stand area, unless explicitly permitted or provided by Royal FloraHolland;
 - f) use or store hazardous substances and/or goods, including highly flammable substances, gases, chemical pesticides or radioactive substances, at or near a stand area;
 - g) keep and/or present live animals in the stand area;
 - h) smoke on the trade fair premises, in and/or around the stand area, with the exception of the specifically stated and designated smoking areas;
 - i) consume and/or use alcohol and alcoholic beverages during the opening hours of the Fair, unless this has been explicitly agreed with Royal FloraHolland prior to the Fair.
The use of drugs is prohibited at all times.
 - j) provide (or have) catering (provided) from the stand area, unless expressly agreed with Royal FloraHolland;
 - k) distribute flyers or other commercial or promotional materials to visitors to the Fair outside the stand area of the Exhibitor, unless the Exhibitor has received permission for this from Royal FloraHolland.
The Exhibitor is permitted to distribute flyers etc. from its own stand area;
 - l) demand entrance fees or other remuneration from visitors in order to visit the stand area or attend demonstrations, presentations and suchlike held there;
 - m) hold activities in or around the stand area that, in the opinion of Royal FloraHolland, could be damaging to Royal FloraHolland or the Fair in general, such as activities in conflict with the law, public order and/or public decency, or activities that could otherwise damage the image of the Fair and/or Royal FloraHolland;
4. Royal FloraHolland will maintain order at and during the Fair. Should the Exhibitor act contrary to these General Terms and Conditions, Royal FloraHolland is entitled to issue the Exhibitor with a verbal or written warning, and/or to immediately remove or ensure removal of the Exhibitor and its personnel from the Fair and to bar them from further and future participation in the Fair and/or other events and fairs organised by Royal FloraHolland, all of which is at the discretion of Royal FloraHolland.
5. If the Exhibitor has any questions and/or complaints during the Fair, these can be directed to the Royal FloraHolland employees present there and they will be handled by Royal FloraHolland insofar as possible. If the Exhibitor has any questions and/or complaints after the Fair, then this can be brought to our attention by sending an email to events@royalfloraholland.com or telephoning +31 (0)88 7898989.

Article 6 Costs & payment

1. From the moment that the Exhibitor registers to participate in the Fair using the registration form intended for this purpose, or from the moment that the agreement to participate in the Fair is concluded, the Exhibitor will owe to Royal FloraHolland the cost of the stand rental and all other fees connected with participation in the Fair.
2. The costs described in paragraph 1 of this article will be collected by Royal FloraHolland from the Exhibitor by direct debit within two (2) weeks prior to the Fair via the Exhibitor's grower number with Royal FloraHolland, or the Exhibitor will be invoiced for the costs if the Exhibitor does not have a Royal FloraHolland grower number. If the Exhibitor rents goods or materials from Royal FloraHolland for use at the Fair, Royal FloraHolland will charge the corresponding costs to the Exhibitor after the Fair in the way described above. Costs incurred by the Exhibitor for the rental of goods and materials from third parties, including a stand builder, must be settled directly between the Exhibitor and the third party or third parties concerned.

3. The Exhibitor is liable for all costs owed to Royal FloraHolland that are in any way connected to its participation, regardless of whether these costs are incurred by the Exhibitor itself or by third parties acting on its behalf of or in its name.
4. If the Exhibitor neglects to (fully) settle, or settle on time, any costs or any amount owed to Royal FloraHolland arising from or in connection with the Exhibitor's participation in the Fair, Royal FloraHolland will be entitled to:
 - a) invoice the Exhibitor for the statutory rate of interest from the moment at which the claim becomes due, together with the costs of recovery and/or other costs incurred; and
 - b) annul or terminate the participant's participation or the participation agreement with immediate effect insofar as is applicable; and/or
 - c) deny the Exhibitor entry to the Fair. In such a case, the Exhibitor will remain obliged to settle all costs owed to Royal FloraHolland in this matter and will not be entitled to claim any remuneration for any costs already incurred or settled by the exhibitor, and/or damages suffered as a result of the aforementioned cancellation and/or termination and/or denial of entry to the Fair or otherwise;
 - d) reject or refuse the Exhibitor's registration for and participation in other events and trade fairs organised by or on behalf of Royal FloraHolland.

Article 7 Cancellation

1. Royal FloraHolland reserves the right to cancel or terminate the Exhibitor's participation in the Fair or the participation agreement in the event that:
 - a) Royal FloraHolland receives a (binding) instruction or provision from a competent government body regarding the organisation, set up, or permit of the Fair;
 - b) there is insufficient registration for participation and/or, in the opinion of Royal FloraHolland, there are insufficient exhibitors at the Fair;
 - c) force majeure must be cited, such as in the event of circumstances that could not be reasonably expected and/or foreseen and that fall outside of the direct sphere of influence of Royal FloraHolland;
 - d) the Exhibitor is faced with or files for bankruptcy, suspension of payment or debt restructuring;
 - e) the company of the Exhibitor is shut down or liquidated;
 - f) action or inaction of one of the parties is in conflict with these General Terms and Conditions and/or the law or public order;
 - g) circumstances and/or perceptions change at Royal FloraHolland, to such an extent that Royal FloraHolland would not have permitted the registration or participation of the Exhibitor for or in the Fair had it previously been aware of such circumstances and/or such perceptions.
2. Royal FloraHolland will notify the Exhibitor in writing (by email) of the cancellation, citing the reasons. If and insofar as the Exhibitor has settled with Royal FloraHolland the costs of participation and/or other related costs, Royal FloraHolland will return these sums to the Exhibitor.
3. In the event that the participation agreement is annulled by the Exhibitor, it must notify Royal FloraHolland in writing (by e-mail) thereof. In the event of cancellation by the Exhibitor:
 - a) after registration for the Fair has closed, the Exhibitor will owe Royal FloraHolland 20% of the total stand rental fee;
 - b) after confirmation and/or allocation of the stand area to the Exhibitor by Royal FloraHolland, the Exhibitor will owe Royal FloraHolland 50% of the total stand rental fee;
 - c) within one (1) month in advance of the Fair, the Exhibitor will owe Royal FloraHolland 100% of the total stand rental fee and/or other costs relating to the Exhibitor's cancellation, or, where applicable, the Exhibitor will not be entitled to restitution of the aforementioned amounts and costs.

Article 8 Liability

1. Royal FloraHolland accepts no liability for damage in whatever form suffered or caused by the Exhibitor as a result of its participation in the Fair. Royal FloraHolland accepts no liability for damage suffered by the Exhibitor as a result of cancellation by Royal FloraHolland as described in these General Terms and Conditions.
2. Royal FloraHolland is not liable for any damage suffered as a result of its services in this matter, except damage caused as a direct result of deliberate intent or wilful recklessness on the part of Royal FloraHolland or one of its employees. In the event that an error attributable to a Royal FloraHolland employee can be deemed to fall under deliberate intent or wilful recklessness, Royal FloraHolland's liability and that of its employees will be limited to the amount invoiced for the service in question.
3. If the Exhibitor fails to fulfil its obligations or responsibilities, FloraHolland will in no way be liable for any damages arising therefrom.
4. Royal FloraHolland will not take out any insurance policies relating to the Exhibitor's participation in the Fair. This is the responsibility of the Exhibitor.
5. The Exhibitor indemnifies Royal FloraHolland against third-party claims related to the Exhibitor's participation in the Fair.
6. Royal FloraHolland is not liable and cannot be held liable for loss, theft of or damage to products and/or goods, including ornamental plants or flowers, before, during and/or after the Fair.

Article 9 Applicable law & disputes

1. Only Dutch law applies to these General Terms and Conditions, the participation, the participation agreement, or any other agreement concluded within the context of participation in the Fair, and of which these General Terms and Conditions constitute a part, between Royal FloraHolland and the Exhibitor or third parties, including visitors to the Fair.
2. All disputes that may arise between Royal FloraHolland and the Exhibitor related to or arising from the participation agreement, participation in the Fair, these General Terms and Conditions or any other agreement in this matter, will be settled by the competent court in Amsterdam.