

Conditions of participation

These conditions of participation of the Amsterdam in-water Boat Show have been specified by HISWA Multimedia BV and apply to registrations per 1 January 2010.

Article 1: Definitions

The following definitions are included in these conditions:

- a. **The organisers:** HISWA Multimedia BV;
- b. **Exhibitor:** Every legal entity that (digitally) registers to exhibit at the Amsterdam in-water Boat Show and has signed an agreement with the organisers;
- c. **Amsterdam in-water Boat Show:** An annual boat show that is profiled as *the* multi-sectoral international outdoor event for watersports and water recreation;
- d. **The agreement:** The contract between the exhibitors and the organisers with regard to exhibiting at the Amsterdam in-water Boat Show;
- e. **The exhibition:** Amsterdam in-water Boat Show;
- f. **Exhibition grounds:** The exhibition accommodation/location as determined by the organisers;
- g. **Final invoice:** The final invoice sent after the end of the exhibition that lists the outstanding costs owed by the exhibitor. This may include costs as a result of extra products or services (such as electricity) used during the exhibition;
- h. **Cancellation:** Written cancellation of the agreement by the exhibitor before the first set-up day of the exhibition;
- i. **Cancellation fee:** The cost of cancelling the agreement that will be charged to the exhibitor by the organisers.

Article 2: Registration

1. Registration for exhibiting can only be done digitally by filling out the application form in the Amsterdam in-water Boat Show web shop (www.hiswa.nl/inwaterboatshow).
2. Registrations can only be made per company, organisation or institution.
3. Adding an extra name of a company associated with the exhibitor at the stand location/berth rented by the exhibitor is only allowed with the organisers' permission and at an additional fee (€ 610 excl. VAT). These associated companies should always be connected to the exhibitor's main company. Members of the HISWA Association who have paid their membership fee will receive a 15 % discount on these additional costs. The associated company is liable to the same conditions as the exhibitor.
2. The registration and thereby the agreement is final when the organisers receive a fully filled-out and signed copy of the application form from the exhibitor. The signed application form should be sent to the organisers by post, fax or scanned document.
3. The organisers have the right to refuse registration if potential exhibitors do not fit in with the profile of the exhibition and/or does not meet the requirements in these Conditions of Participation, or if the organisers see another reason why potential exhibitors should not take part in the exhibition.
4. The following items apply to the agreement :
 - These Conditions of Participation;
 - The Exhibition Regulations (stating the code of conduct for exhibitors on the exhibition grounds);
 - The exhibition costs.

Article 3: Exhibition programme

The Amsterdam in-water Boat Show 2010 only exhibits the following new products and/or services:

- a. Boats in the water of 7 metres or more in length;
- b. RIBs and console boats in the water of 7 metres or more in length;
- c. Yacht brokers*;
- d. Dealers in second-hand yachts*;
- e. Sail makers and mast builders;
- f. Deck fittings;
- g. Inboard engines;
- h. Items directly connected with point a. (at the discretion of the organisers);
- i. Trailer-transportable open and semi-open sailboats less than 7 metres in length (on the reserved quayside);
- j. Trailer-transportable day sailers, less than 7 metres in length (on the reserved quayside);
- k. RIBs and console boats, less than 7 metres (on the reserved quayside).

* Manufacturer(s) and/or importer(s) must provide written permission in advance to the exhibitors to present their products mentioned under c. and d.

NB: It is prohibited for exhibitors to place boats on the quay and/or in the marquee except for the segments i. to k.

Article 4: Authorised at the Amsterdam in-water Boat Show

1. The products referred to in article 3 may only be exhibited at the discretion of the organisers by:
 - Manufacturers;
 - Importers for the Netherlands;
 - Businesses that have exclusive selling rights in the Netherlands.
2. Other goods and services may only be exhibited by the businesses, institutions and/or organisations with permission from the organisers.
3. To prevent duplication at the exhibition, the organisers reserve the right to attach further conditions to participation in the exhibition or to exclude certain goods.
4. Regarding the order of acceptance to the exhibition, members of the HISWA Association will be given priority over businesses, organisations and institutions that are non-members. Applications from non-members will be processed in the following order: - manufacturers – importers that have a mandate from the manufacturer – dealerships that have a mandate from the manufacturer – importers and dealerships that do not have a mandate from the

manufacturer but are exhibiting new, never-previously exhibited products - importers and dealerships exhibiting previously exhibited products – importers and dealerships exhibiting previously exhibited products and with a secondary mandate from the manufacturer – other companies, organisations or institutions.

5. The organisers will determine the location and size of the stand/berth for each exhibitor. They will do so as soon as possible and their decision is binding. If the allocated dimensions deviate more than 15 percent from the dimensions submitted by exhibitors, they have the unilateral right to cancel the agreement in writing within five working days after allocation.

Article 5: CE-marking

1. All pleasure boats/yachts being offered for sale at the exhibition must carry the CE-mark.
2. Only in cases where it is clearly indicated that the vessel on show is not intended for sale is the CE-mark unnecessary.

Article 6: Quality of yachts

1. Yachts exhibited at the exhibition should conform to reasonable quality and/or serviceability standards.
2. Should, for whatever reason, any doubt arise about the standards as stated in point 1 of this article, the organisers reserve the right to hire an expert to make an official inspection. If the expert assesses that the yacht fails to conform to these standards, exhibitors are liable for the cost of the inspection and the organisers may decide not to admit the yacht to the exhibition or to remove it at the exhibitor's expense.

Article 7: Removal

The organisers reserve the right to remove any of the exhibitor's products and/or services from the exhibition at the expense of the exhibitor without being liable to paying damages if:

- The product or service is not in line with the profile of the exhibition;
- The exhibitor does not meet these Conditions of Participation;
- They are not included on the application form;
- There are legal violations, for example of security and environmental acts or the Health and Safety Act.

Article 8: Costs

1. Exhibiting costs are included in a separate document, called 'Exhibition Costs'.
2. All amounts quoted are excluding VAT, unless agreed otherwise.
3. All costs and the due VAT must be paid to the organisers.
4. The exhibition costs may consist of:
 - Stand/berth rental per square metre, in which part of a square metre is charged as a full square metre;
 - Mooring costs;
 - Platform rental;
 - Promo pavilion rental;
 - Exhibition fee;
 - Stand building and decoration costs;
 - Additional costs for installing electricity, gas, water, drainage, telephone and other data communication connections at the stand;
 - User costs for gas, water, electricity, telephone and data communication;
 - Any other associated costs.

Article 9: Invoice and payment

1. Exhibitors should take the following invoices into account:
 - a. Invoice for the registration fee, sent directly after the application;
 - b. Invoice for an advance of 15% on the exhibition costs, also sent directly after the application is received together with the registration fee invoice;
 - c. Invoice for the remaining exhibition costs. This will be sent within 90 days of the exhibition;
 - d. Final invoice. This will be sent within 30 days after the event.
2. Payment must be made within 14 days of receiving each invoice.
3. An invoice dated less than 14 days before the first exhibition set-up day must be paid at the latest four working days before the first exhibition set-up day.
4. No advance invoice is sent when registration takes place less than 90 days before the exhibition opening. Exhibitors will receive an invoice for 100% of the exhibition costs plus the registration fee directly after the registration is received.
5. If the invoices are not paid (in full) or on time, the exhibitor is legally negligent and the organisers reserve the right to charge the legal interest rate plus 5 percent over the due amount, calculated from the due date. The organisers also reserve the right to refuse exhibitors and/or their products/services entry to the exhibition and the exhibition grounds, while retaining the right to full payment of the due costs.

Article 10: Cancellation

1. Exhibitors can only cancel their participation under special circumstances and at the discretion of the organisers.
2. Requests for cancellation should be sent with details of the reasons to the organisers by registered post. If the organisers accept the cancellation they reserve the right to charge the exhibitors a cancellation fee:
 - **Marquee accommodation, Pier7, berth, quay location and promo pavilion:**
 - 15% of the costs when cancelling after registration;
 - 75% of the costs when the application is withdrawn from three until two months before the first exhibition set-up day;
 - 100% of the costs when the application is withdrawn less than two months before the first exhibition set-up day;

- **Platforms:**
 - 15% of the costs when cancelling after registration;
 - 100% of the costs when the application is withdrawn less than 110 days before the exhibition opening.
3. The registration fee must always be paid and is non-refundable regardless of the cancellation date.
 4. Should the damages due to the cancellation be higher than the cancellation fee, the organisers reserve the right to claim the appropriate remuneration.
 5. The cancellation fee is subject to VAT.

Article 11: Berth and stand allocation

1. Applications will be processed in order of date of receipt.
2. Changes to the exhibits can be submitted in writing to the organisers up to a week before the exhibition opens.
3. The organisers will determine whether the change is acceptable (at their discretion).
4. Should the exhibit be changed, this will have no consequences for the payment of any previously sent invoices, unless agreed otherwise.

Article 12: Changes to and cancellation of the agreement by the organisers

1. The organisers reserve the right to change the agreed exhibition dates and times, as well as the agreed stand dimensions (but not to less than 15% of the agreed stand dimensions), the stand type and location, if the number of registrations is considerably larger or smaller than expected.
2. The organisers reserve the right to change the agreed exhibition dates and times, as well as the agreed stand dimensions (but not to less than 15% of the agreed stand dimensions), the stand type and location or cancel the agreement in case of circumstances beyond their control (for instance, but not exclusively, because of extreme weather conditions or the death of a member of the Dutch royal family).
3. Changes as stated in 1 and 2 of this article do not give exhibitors the right to cancel (part of) their registration.
4. The organisers reserve the right to cancel the exhibition if the number of registrations is considerably lower than expected.
5. If the agreement is cancelled due to the reasons stated in point 2 of this article, the organisers reserve the right to be compensated for the total costs made, which are then passed on to all exhibitors pro rata based on the agreed stand space.
6. Exhibitors have no right to compensation should the situations listed in this article arise.

Article 13: Special circumstances

1. In case of special circumstances, the organisers are authorised to:
 - refuse to process a registration;
 - allocate less stand space than an exhibitor registered for;
 - reject a registration;
 - change the already allocated stand space;
 - withdraw an allocation;
 - refuse access to the exhibition;
 - cancel the agreement;
without giving exhibitors the right to compensation.
2. Special circumstances include the following situations:
 - A realistic fear of disturbances or other imminent danger to persons and/or damages to goods on the exhibition grounds or to the grounds themselves;
 - Something that could harm the interests of the exhibition as a meeting place for supply and demand;
 - Organisational reasons (including, though not exclusively, at the request of supervisory authorities such as the Fire Department);
 - If the reputation of an exhibitor or the exhibited products and/or services are not or no longer of irreproachable or undisputable quality and could damage the good name of the exhibition and/or organisers. This is always the case with (petitions for) bankruptcy and/or moratoriums on payments by exhibitors and/or associated companies and/or moratoriums on payments or criminal proceedings against the previously stated legal entities.
3. The organisers will inform exhibitors in writing and in a timely fashion should these special circumstances arise, giving reasons. They will also take action in close consultation with exhibitors.

Article 14: Set-up

1. The exhibition grounds are only available for the set-up of rented and/or delivered goods for a period predetermined by the organisers. Work on the stand or the delivery of goods is not allowed outside of this period, unless there is a written agreement with the organisers.
2. Exhibitors must start the set-up of the rented goods at the latest 48 hours before the exhibition is open to the public, with the expectation that the rented goods will be ready for the public at the time of opening.
3. If exhibitors cannot meet the condition stated in point 2 of this article, the organisers reserve the right to use the rented goods for themselves without prejudice to the exhibitor's financial obligations toward the organisers.

Article 15: Breakdown

1. The exhibition grounds are available for the breakdown of rented goods and the removal of goods for a period predetermined by the organisers.
2. Goods and stand parts left on the exhibition grounds or connected grounds by exhibitors after the period described in point 1 of this article are considered to be relinquished. At the discretion of the organisers, these goods will be destroyed or stored at the expense and risk of the exhibitor involved.
3. After the exhibition, exhibitor must leave the rented goods in the same state as they were received before the set-up period.
4. Exhibitors must sort and remove waste in accordance with the Exhibitor Regulations, including, if applicable, paying the predetermined container rental costs.

5. When exhibitors fail to comply with the obligations stated in point 4 of this article, the organisers reserve the right to remove the waste at the expense of the exhibitor, and in accordance with the Regulations.

Article 16: Exhibitor obligations

1. Exhibitors must:
 - a. Submit a plan to the organisers at the latest two weeks after registration when ordering one or more platforms. When registering within two months before the exhibition the plan must be submitted to the organisers directly;
 - b. Comply with the directions (on behalf) of the organisers, the municipality, the Fire Brigade and other authorities with regard to set-up, decoration, safety, maintenance and breakdown. If exhibitors do not follow the directions given by or on behalf of the organisers and/or the authorities, the organisers reserve the right to take the necessary measures at the expense of the exhibitor.
 - c. Start the set-up and breakdown of the rented goods in time so as not to exceed the periods stated in article 14 and 15;
 - d. Keep the passageways free at all time, unless otherwise agreed in writing by the organisers. If exhibitors fail to comply, the organisers reserve the right to clear the passageways at the expense of the exhibitor;
 - e. Make sure that stands are publicly accessible, open and staffed during the exhibition period.
2. The organisers reserve the right to give exhibitors obligatory instructions regarding the realisation of activities in or on the rented goods, as well as the use of the exhibition grounds within the framework of ensuring a successful exhibition.
3. Should exhibitors act in violation of this article, the organisers reserve the right to take the necessary measures at the expense of the exhibitor.
4. Exhibitors may not:
 - a. Partly or completely cover products or indicate that products have been sold;
 - b. Exhibit or promote other products and services than those listed on the application form;
 - c. Switch parts and accessories of exhibited products on the exhibition grounds or connected grounds;
 - d. Remove exhibited products;
 - e. Exhibit or promote second-hand and so-called 'dump' and/or 'rebuilt' products;
 - f. Directly supply products or in any other way receive money for sold or offered products and/or services;
 - g. Realise platforms or other elevations, create separated areas or provide the stand with ceilings or other covering;
 - h. Place or install any exhibited products and or promotional articles outside of or above the allocated stand space;
 - i. Make any changes on or to the exhibition grounds such as plastering, painting, cutting, breaking, drilling, nailing or otherwise damaging floors, walls, ceilings, columns and the like;
 - j. Sub-let (any part of) their stand to third parties, or switch with another exhibitor;
 - k. Apply posters or other advertising materials in or outside the allocated stand on columns, walls, ceilings, frames and the like on the exhibition grounds;
 - l. Use the walls of bordering stands;
 - m. Use open, flowing, spraying and/or evaporating fluids (including air conditioning units fountains, high-pressure cleaning systems, humidifiers, shower equipment, saunas and/or whirlpools);
 - n. Use products that disturb others due to smell, sound or light (at the discretion of the organisers);
 - o. Have flammable or explosive materials, gases and dangerous goods (including chemical pesticides and insecticides), odorous substances, as well as radioactive materials on the exhibition grounds and/or light open fires;
 - p. Sell consumptions and/or stimulants on the exhibition grounds or connected grounds;
 - q. Provide free drinks and/or food on the exhibition grounds and the connected grounds unless the drinks and food are offered at the exhibitor's stand and were purchased from the catering company exclusively hired by the organisers and in accordance with the Dutch Alcohol Code of Conduct;
 - r. Project images, amplify spoken word by means of speakers, play music and/or create sound that exceeds the limit of 80 decibels if it can be deemed a disturbance (at the discretion of the organisers);
 - s. Announce so-called exhibition reductions and/or special exhibition offers in any way either before or during the exhibition;
 - t. Hand out price-lists, circulars and the like on and around the exhibition grounds or otherwise advertise or attract the attention to the company, its activities or products outside the allocated stand or the fixed advertisement locations used by third parties for that purpose;
 - u. Spread advertising material, directly or indirectly related to the exhibits and products and services allowed at the exhibition, or hand out advertising material of any kind if it can be considered a disturbance or cause damage either on the exhibition grounds or in the immediate surroundings (at the discretion of the organisers);
 - v. Organise lotteries or competitions, perform so-called stand-work or advertise products and services that are not allowed at the exhibition, or advertise companies or organisations that do not have stand space at the exhibition. Exhibitors organising their own lottery or competition are solely responsible for obtaining the correct permits and complying with the applicable (legal) regulations;
 - w. Hold or organise surveys among exhibitor visitors or participants on the exhibition grounds and connected grounds;
 - x. Perform activities that can damage or devalue the exhibition as a collective manifestation, even if these activities are not aimed at the exhibition but at one or more (groups of) exhibitors as far as these activities cannot be identified as reasonable within the existing competitive situation (at the discretion of the organisers);
 - y. Place name or brand signs and the like that can be considered misleading or problematic to exhibitors at other stands or exhibition visitors;
 - z. Exhibit products or advertise products at the exhibition with brand markings on the products itself or on the packaging that are in violation of or leave an unjustifiable impression that it involves products placed on the Dutch market simultaneously by another brand that has the oldest brand familiarity (at the discretion of the organisers);

- aa. Use the rented stand/platform etc. in such a way or perform actions that can cause a disturbance via music, noise, or blocked access, light or view or forms an obstacle, danger or a risk of damage, or if a situation is created that resembles unfair competition (at the discretion of the organisers);
The organisers reserve the unconditional right to grant an exhibitor exemption to the abovementioned conditions. This exemption must be granted in writing.

Article 17: Catalogue

1. A catalogue may be published and an internet site created by or on behalf of the organisers. These include products and services that were registered by exhibitors as exhibits for the exhibition.
2. To realise point 1 of this article (among other things), exhibitors are obliged to submit these products or services before the date determined by the organisers.
3. The organisers and appointed editors are not liable for any mistakes, shortcomings or omissions in the catalogue and/or on the internet site, except in the case of gross negligence or intent by these parties.

Article 18: Risks and liability

1. Goods/products, including packaging, on the exhibition grounds or connected grounds are at the expense and risk of exhibitors. The organisers, proprietor of the exhibition grounds, their directors, authorised representatives and personnel are not liable for any damages or the loss of these goods/products, nor for damages due to the non-functioning or inadequate functioning of technical installations on the exhibition grounds or due to any other defects of the building or connected grounds, nor for any damages as a result of goods/products or persons, except in cases of intent or gross negligence.
2. Exhibitors are liable for damages to third parties as a result of a defect that can be attributed to the exhibitor, people employed by the exhibitor, or people appointed by the exhibitor for exhibition activities, or people with an exhibitor badge and/or multi-day badges supplied by the exhibitor.
3. Exhibitors are responsible for adequate insurance with regard to the risks listed in point 2 of this article.
4. Exhibitors indemnify the organisers from claims from third parties that the organisers could be held accountable for due to the exhibitor's actions and/or neglect.

Article 19: Tickets and ticket costs

1. The organisers will determine a ticket price for access to the exhibition.
2. Exhibitors will receive a number of free exhibitor badges (to be determined by the organisers) that grant continuous access to the exhibition.
3. The exhibitor badges as described in point 2 of this article are strictly personal and may only be used by persons associated with the company or organisation of the exhibitor, or a third party appointed by the exhibitor.
4. Other personalised multi-day badges are available from the organisers at a price determined by the organisers.
5. The organisers reserve the right to ask that the exhibitor badges and multi-day badges are provided with a clear (passport) photograph of its user.

Article 20: Following instructions from the organisers

1. Without legal intervention, and if necessary at the expense of the exhibitor, the organisers are authorised to take the following measures against exhibitors, their personnel, persons appointed by the exhibitor and holders of exhibitor badges and/or multi-day badges provided by the exhibitor who act in violation of any condition listed in these Conditions of Participation or the Exhibition Regulations or who do not follow the instructions (on behalf) of the organisers:
 - a. Withdrawing exhibitor badges and/or multi-day badges and denying those involved access to the exhibition and/or exhibition grounds with immediate effect;
 - b. Closing or (partially) clearing the exhibitor's rented goods and making use of the cleared or unoccupied space;
 - c. Confiscating and storing the exhibited products and services and everything set-up or installed by the exhibitor at the expense and risk of the exhibitor, without the exhibitor being able to lay a claim to restitution of already paid amounts or compensation for damages in any form or by any cause, and without prejudicing the exhibitor's obligations toward the organisers;
 - d. Excluding exhibitors from participating in any future exhibitions;
 - e. Charging exhibitors for the applicable ticket costs possibly increased by a fine of up to 100 percent of those ticket costs.

Article 21: Other conditions

1. Assembly, instalment, delivery and finishing of products and/or services ordered by the exhibitor from the organisers will be realised at the highest possible quality level.
2. No rights can be derived from the quality level of the delivered products and/or services. Where necessary external experts will be consulted to investigate and report their findings. If exhibitors or a third party hired by exhibitors cause any damage to moveable or immovable items belonging to the proprietors of the exhibition grounds, these costs will be recovered from the exhibitor that caused or is liable for the damage.

Article 22: Deviations

Deviating agreements regarding these conditions are only applicable if they were agreed upon in writing.

Article 23: Applicable law and forum

1. Dutch law applies to all disputes regarding to the agreement to which these conditions apply.
2. All disputes will be submitted to the authorised judge in Utrecht.
3. This English language translation is provided as a service only. In case of disputes the original Dutch version of these conditions of participation (*Deelnamenvoorwaarden*) applies.