



**TERMS AND CONDITIONS FOR PARTICIPATION IN
COLLECTIVE TRADE FAIR PRESENTATIONS ORGANIZED BY IRO**
(dated 13 February, 2020)

IRO, the Association of Dutch Suppliers in the Offshore Energy Industry, coordinates and organizes collective trade fair presentations (often as part of a 'countries pavilion') at various national and international trade fairs and conferences. Participation in these collective presentations is open to IRO members.

1. Options for participation packages

At collective trade fair presentations provided by IRO, participants can choose from the following participation packages:

1. Participation with floor space rental as part of the collective ('Raw space') (from 21 m²)
2. Participation with floor space rental and standard stand design and construction as part of the collective ('Standard Stand design') (from 9 to 21 m²)
3. Participation in the IRO lounge
4. Participation with brochures
5. Participation in other aspects (to be determined by IRO for each event)

For each trade fair, IRO will decide which packages are offered and will announce this when registration opens.

These Terms and Conditions apply to all packages offered under the heading of 'Participation in collective IRO trade fair presentations organized by IRO', as described above.

If the collective trade fair presentation is provided by IRO on the instructions of or in cooperation with third parties, other rules may apply. If this is the case, it will be reported in the information provided upon registration.

2. Registration

During the registration period, the participant can register to participate via the IRO website or, in exceptional cases, by following a procedure to be further specified by IRO.

By submitting the registration, the participant agrees to the terms and conditions and the applicant states that he/she is authorized to submit the registration for participation on behalf of the company. After registration, the participant is obligated to participate. In the event of cancellation after this point, the full participation contribution will still be owed, unless a replacement participant takes over the stand space and related obligations.

The participant is obligated to comply with the participation terms and conditions as drawn up by IRO in this document and by the organizers of the trade fair in question (these terms and conditions can be obtained from IRO on request).

IRO reserves the right to refuse to allow participation, stating its reasons, and will explain these reasons in a personal discussion if requested.



3. Allocation of stand space

After registration, IRO's allocation of stand space is binding.

IRO will always endeavor to allocate the participant a stand in accordance with the latter's preferences. During the registration procedure, the participant can indicate special wishes and preferences in relation to the stand location.

After the registration period closes, the following criteria are used in allocating the stand space:

- Previous participation in the particular trade fair by the participant (seniority);
- The regulations for design, construction and furnishing imposed by the trade fair organization;
- Considerations relating to the joint presentation and 'Holland' branding (for instance, a balanced mix of large and smaller stands within the pavilion, good representation of IRO's member base and the industry in general);
- Optimal use of the available floor space and existing stand materials;
- Participant preferences;
- Number of interested companies on the waiting list.

If this benefits the collective presentation, IRO may be forced to allocate a maximum of 15% more or fewer square meters than requested by the participant. The costs relating to the allocation of extra meters will be split 50/50 between IRO and the participant.

If the floor space and layout of the collective presentation are to remain the same, the participant will in principle be allocated the same stand space as in the previous year (if applicable). If space more in line with the participant's wishes opens up, the party with the first option right in accordance with the allocation criteria described above will be contacted in order to agree on a change of location.

If there is a waiting list, the available space that has opened up will be assigned in such a way that both current participants and participants on the waiting list are accommodated as well as possible.

Agreements on the allocation of stand space made with individual participants will always be recorded in writing. The participants cannot derive any rights from oral promises and/or deviations from these terms and conditions unless explicitly recorded in writing.

After the registration period closes, alternative allocation criteria may apply for floor space that has opened up and not been taken or for additionally purchased floor space.

4. Waiting list

If the registration for stand space cannot be honored, the registration will be put on a waiting list for the particular trade fair. The place on the waiting list is determined based on the following criteria, weighted in the order given below:

- Number of times the applicant has participated in the relevant trade fair over the three (3) previous years;
- Number of registrations for the relevant trade fair over the three (3) previous years;
- Number of years of IRO membership.

In order to keep the place on the waiting list, the registration procedure must always be followed. If stand space opens up, the wait-listed applicants will be approached in the order they appear on the list.



5. Support from IRO

IRO will inform the participant in a timely fashion about the schedule and deadlines and provide the participant with relevant information about trade market participation and related activities that are facilitated or supported by IRO. The participant (which includes all stand employees and hired staff on location) will be expected to be familiar with the trade fair regulations and the safety regulations made available by the trade fair organization. IRO accepts no responsibility for problems and/or costs arising as a result of the failure to meet prescribed deadlines or failure to do so correctly and/or any unfamiliarity with the information supplied to the participant.

Over the course of, during and upon conclusion of the trade fair, IRO is responsible for adequate follow-up on questions and concerns put forward by the participants, if necessary in direct consultation with the trade fair organization.

6. Costs included in the participation packages

For every trade fair, costs are charged in accordance with the pricing announced by IRO when registration opens. The participation sum includes the costs of:

General facilities for all participants:

- Preparation and organization by IRO;
- Assistance from an IRO employee on location;
- Use of common spaces for the participants lounge (IRO lounge), including limited use (within reasonable limits) of catering facilities in the lounge;
- 'Holland' branding / overall presentation of the collective;
- Other trade fair facilities that are made available to the group free of charge by the organization, such as access passes (number prorated to stand dimensions, if necessary), marketing tools, use of meeting space, etc.;
- Use of and access to any promotional and networking activities (prorated to stand dimensions, if necessary) facilitated or supported by IRO;
- Optional use (for an additional charge) of collective transport arrangements, catering facilities and other services (if applicable).

The individual packages (as described in clause 1) include the following extra facilities:

Extra for participants with 'Raw space' package (package 1)

The general facilities above, as well as:

- exhibition space rental (floor space).

Extra for participants with 'Standard Stand design' package (package 2)

The general facilities above, as well as:

- exhibition space rental (floor space);
- standard shell construction (rear and side walls in white plasticized material, stand partitions, uniform company name signage on the frieze);
- ceiling and/or standard stand lighting (1 spotlight or 1 outlet per 3 m² of stand space);
- floor covering in a standard color;
- transport of the shell construction stand material;
- N.B.: for a few trade fairs, the 'Standard Stand design' package includes a set of standard furniture (desk, table, chairs, brochure rack). This is explicitly stated during the registration period. If the participant opts for different furniture, only the additional costs will be charged where possible.



Extra for participants with participation in the IRO lounge (package 3):

The general facilities above, as well as:

- participation in the IRO lounge with one (1) company representative, one (1) wall panel and brochures (max. 2 types);
- catering facilities in the lounge for the company representative in attendance;
- collective transport of brochures and wall panel to the trade fair location (also return transport for the wall panel).

Extra for participants with Brochures (package 4):

The general facilities above, as well as:

- display of (maximum 2 types of) brochures per company in the general space / IRO lounge or IRO stand;
- collective transport of brochures to the trade fair location.

Extra for participants with Other participation options

The facilities made available for the 'other participation options' package will be specified in more detail during the registration period.

7. Costs to be borne by participant

The participation sum does not include the other costs (which are not set out in the previous section), such as:

- the furnishing and fitting of the stand with wall covering (prints/panels/posters/stickers or otherwise), furniture, showcases, kitchen set-up, text and or photo panels, extra lighting, AV equipment, model/machine set-ups and connections, etc.;
- transport, loading, unloading, customs processing and placement of the participant's own exhibition goods;
- internet, phone and fax connections and usage charges;
- connections for water supply and drainage, water consumption, electrical connections and usage and other special facilities;
- catering and cleaning costs (unless explicitly stated otherwise upon registration);
- hiring of interpreters, stand personnel, other temporary staff;
- parking and visitor tickets (outside the number of tickets made available for the collective by the organization);
- above-average use of catering facilities in the IRO lounge;
- travel and accommodation costs of the participant.

The costs of these and other services and/or materials will be charged to the participant with due observance of the provisions in clause 10.

8. Design, construction, furnishing and use of the stand space

The trade fair organization, IRO and/or the stand builder can, with reference to the trade fair regulations and within reasonable limits, impose binding requirements for the design, construction, furnishing and use of the stand.

Special requests from the participant in this respect (such as, for instance, the construction height, use of audio equipment, special events/receptions during the trade fair) take place in proper consultation between the participant, IRO and possibly the stand builder and other participants holding adjacent stands.



If no agreement is reached on the design, construction, furnishing and/or use of the stand, the trade fair regulations prevail, followed by the terms and conditions stipulated by IRO in connection with the overall presentation of the collective, followed by the recommendations of the stand builder in connection with technical feasibility.

The participant is always responsible for ensuring the stand is adequately staffed in accordance with the trade fair regulations, starting from the moment the stand and exhibition materials are handed over until the moment the last exhibition materials of the stand have been removed or handed over to the stand builder/expeditor.

9. Choice of stand builder

For the participants who opt for 'Standard stand design' (package 2), the participant is obligated to have the stand construction carried out by a stand builder designated by IRO. The participant will discuss its wishes in this respect with the contracted stand builder, after which a proposal will be put together for the participant's approval.

The participants with 'Raw space' (package 1) are free to choose a stand builder. The participant is always responsible for any (stand-construction) personnel hired and must make certain that any staff hired satisfies all criteria (in relation to safety, insurance, licenses, permits and otherwise) prescribed by the trade fair organization, and is also responsible for the exchange of all requested documentation between IRO, the trade fair organization and hired staff. IRO accepts no liability whatsoever arising from agreements between participants and (third) parties hired.

10. Payments

After the (provisional or definitive) floor plan for the collective trade fair presentation has been established, the participant will receive an invoice for the costs of purchasing the requested package.

The participant accepts the obligation to pay this invoice, as well as the charging on of extra costs incurred for the participant, within 30 days of the date of the invoice.

If payment is not made on time, steps to collect the outstanding invoices will be taken immediately. The participant can only exercise the rights of participation if all invoices have been paid before the start of the trade fair. IRO reserves the right to refuse to allow participation if full payment has not been received or if the stipulations set out in these terms and conditions and/or enclosed addenda are not followed.

11. Currency risk

In order to avoid currency risks, IRO reserves the right to invoice for (part of) the costs of an international trade fair in a foreign currency. The participant is obligated to pay this invoice in the relevant currency. If this requirement is not satisfied, IRO can refuse to allow participation in the trade fair.

12. Insurance

Exhibition goods and other property of the participant, damage resulting from transport, delay, theft, loss, damage of any nature, as well as personal injury and consequential loss are not covered by IRO's insurance. IRO



accepts no liability whatsoever for these. Any insurance required to cover these risks must be arranged by the participant itself.

13. Cancellation by the participant

In the event of cancellation by the participant, the statutory obligation to pay the total amount of the participant contribution remains in full effect. This obligation is also in effect for costs incurred by or on behalf of the companies contracted by IRO.

IRO will endeavor at all times to find a replacement participant or secure restitution for the participant, if possible by:

- Offering the stand space to another party – in this case, the participant will be charged a cancellation fee plus any extra costs of the transfer.
Returning the stand space to the organization – in this case, a cancellation fee plus any extra costs in accordance with the applicable cancellation terms and conditions of the organization will be charged, possibly increased with the costs relating to the design and furnishing of the collective trade fair presentation.

In consultation, the participant and IRO can together search for a replacement participant, whereby IRO will apply the allocation criteria stated in clause 3 and must in all cases first give written confirmation and approval before the stand is handed over to another party.

14. Cancellation by IRO

IRO reserves the right to cancel the collective presentation. The participant will not be authorized to withdraw from the agreement or demand damage compensation. If the trade fair is called off, IRO will not be liable for any losses or other disadvantage consequently suffered by the participant. In the event of cancellation, the participation sum will be refunded with deduction of the costs incurred by IRO up to that moment for commitments entered into. A specification of these costs can be provided on request.

15. Rules of conduct and good neighborliness

Every participant is expected to respect and follow the safety regulations and rules of conduct, the trade fair regulations and the principles of good neighborliness, with due observance of specific rules in the region in question. The instructions from the trade fair organization and IRO must be followed at all times.

Costs stemming from the failure to follow the regulations or instructions from IRO or trade fair staff will be charged. This could also result in exclusion from a future event.

16. General liability

The parties indemnify each other against liability resulting from personal and/or property damage, and against any related consequential loss, arising from the registration for and participation in a collective trade fair presentation as described above.



17. Applicable law

Dutch law applies to these terms and conditions. In the event of disputes arising from these, the competent court in The Hague has jurisdiction.

Appendix:

Addendum 1 – Additional rules for participation in IRO lounge/ Brochures



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- Per company, a maximum of one representative at a time can be present in the IRO lounge.
- The wall panel must satisfy a fixed size, which will be determined by IRO after registration (usually 90 x 90 cm). This panel may be supplied as poster / hardboard panel or foam board and must be packaged well. The wall panel may optionally be replaced by a video panel (at additional cost).
- The wall panel and/or brochures must be present at the IRO office before the date set for the collective transport. After this date, the transport of the materials will be at the participant's expense or the materials will have to be delivered directly to the IRO lounge at the trade fair by the participant itself, no later than 12 noon on the last opening day of the trade fair location, before the start of the trade fair.
- After conclusion of the trade fair, the remaining goods will (generally) be sent back to the IRO office, where the participant can pick up the panel sent along and the remaining brochures itself within the time period given (unless otherwise agreed and recorded in writing). The return of remaining brochures to the IRO office is only facilitated if a return transport takes place.
- Models, samples, promotional gifts, etc. may only be set up at the IRO stand or brought along if separate written agreements on this have been made in advance. IRO can charge an additional fee for this.
- IRO reserves the right to refuse to allow participation in the IRO stand if the conditions above are not satisfied. In that case, the full participant contribution is still owed to IRO.