

# Terms of Contract to Exhibit/Sponsor

Whereas Hydrogen Europe will organize the Hydrogen Europe Flagship Expo – part of the EU Hydrogen Week to be held in Brussels, Belgium (hereinafter “Event”)

Application of the Terms of Contract to Exhibit (TCE) in case of cancellation or postponement of the Event in case of worsening of the health situation due to the current pandemic:

- In case of cancellation or postponement of the Event for force majeure: no refund (see Article 15.2 of the TCE). A cancellation or postponement of the Event because SARS-CoV-2 makes the Event as and when planned normally, practically, and reasonably impossible would be considered a force majeure falling under Article 15.2 of the TCE.
- In case the Event is not cancelled, but an Exhibitor/Sponsor cannot participate because of force majeure in its country: no refund after 15 April 2024 (Article 4.1 of the TCE).
- In case of postponement of the Event for a valid cause: no refund (Article 12.1 of the TCE).
- A decision by the Hydrogen Europe to postpone the Event to 2025 would be considered a valid cause and lead to no refund.
- In case of abandonment of the Event for other reasons than force majeure or in case of a radically different event: full refund.

However, notwithstanding the above, and in a spirit of partnership, the Organiser and the Exhibitor/Sponsor accept that 70% (but only 70%) of the space booking fee shall be refunded in case the Event cannot take place as scheduled and has to be cancelled (rather than postponed in the same location) because of any type of force majeure in Brussels, Belgium that implies a decision not to Host the event, provided that (and only provided that) the full amount of the space booking fee was timely paid. The purpose of the non-refunded amount is only to cover costs incurred by the Organiser for the preparation and running of the Event including commitments in place.

## 1. DEFINITIONS

- 1.1. In this Contract, the term ‘Exhibitor’ or ‘Sponsor’ means any person, firm or company who has made an application to exhibit and or sponsor at the EU H2 week.
- 1.2. The term “Exhibition” or “Sponsor” or “Event” means the Hydrogen Europe Flagship expo– part of the EU Hydrogen Week event scheduled to take place from 18 -21 November 2024.
- 1.3. The term ‘Organiser’ means Hydrogen Europe.
- 1.4. The Organiser and the Exhibitor/Sponsor are hereinafter together also referred to as the “parties” and individually as a “party”.
- 1.5. The term TCE means Terms of Contract to Exhibit.

## 2. ALLOCATION OF SPACE

- 2.1. Any application to exhibit at the Exhibition must be accompanied by the prior acceptance of the present terms of contract (“Contract” or “Contract to Exhibit”), by agreeing through the relevant tick box option. Approval must be provided by a duly authorized representative of the Exhibitor.
- 2.2. When the space has been offered (which is deemed acceptance by the Organiser), the Exhibitor is required to give within 5 calendar days a formal acceptance of the area allotted.
- 2.3. The terms and conditions contained in the Contract between the Organiser and the Exhibitor shall apply as from the moment an application to exhibit is made, whether or not this application was signed by a duly authorized representative of the Exhibitor.

## 3. EXHIBITS/ SPONSORSHIP PACKAGES

- 3.1. Except with the prior express written permission of the Organiser, the Exhibitor/Sponsor may not display any exhibits in addition to or in place of those described in the Contract to Exhibit.
- 3.2. One (1) Co-exhibitor will only be allowed per 9sqm and a fee of €1,000 per co-exhibiting company will be issued.
- 3.3. Any sponsorship application for the Event must be accompanied by the prior acceptance of the present terms of contract (“Contract” or “Sponsorship Contract”), by agreeing through the relevant tick box option. Approval must be provided by a duly authorized representative of the Sponsor.
- 3.4. When the sponsorship package has been chosen (which is deemed accepted by the Organiser), the Sponsor is required to give within 5 calendar days a formal acceptance of the sponsorship package allotted.
- 3.5. The terms and conditions contained in the Contract between the Organiser and the Sponsor shall apply as from the moment a sponsorship application is made, whether or not this application was signed by a duly authorized representative of the Sponsor.

## 4. CANCELLATION

- 4.1. In the event that the Exhibitor/Sponsor wishes to cancel its space booking or sponsorship contract after acceptance by the Organiser, or fails to meet any of the payment obligations (whether as to the amounts or dates of payment) detailed in the Contract to Exhibit/Sponsor or invoice, then the Organiser reserves the right (but without being obliged to do so and without prejudice to any other right or remedy available to the Organiser) to apply the following cancellation charges and to reallocate such space: For cancellation notified to the Organiser:
  1. Between application and 15 April 2024, cancellation charge of 50% of total cost-plus VAT
  2. After 15 April 2024, cancellation charge of 100% of total cost-plus VAT. If applicable VAT will be added to the cancellation charge.
- 4.2. Should the Exhibitor/Sponsor wish to cancel, then written notice must be forwarded to and received by the Organiser by Recorded Delivery post. For the avoidance of doubt, the cancellation charge shall remain due. Notwithstanding that the Organiser may resell or reallocate the cancelled stand (or the space by which it is reduced pursuant to paragraph 5) and receive payment of the cancellation charges, the Organiser shall be under no obligation to reimburse all or any part of such cancellation charges.

## 5. REDUCTION OF SPACE/ REDUCTION OF SPONSORSHIP PACKAGE

- 5.1. Where an Exhibitor/Sponsor wishes to reduce the size of the space/sponsorship package booking after acceptance by the Organiser then written notice of such wish must be forwarded to and received by the Organiser. The Organiser reserves the right to apply the scale of cancellation charges detailed in clause 4 to the original total cost in proportion to the amount by which the original contract is reduced. The Organiser may resell or reallocate the space/package in question. There shall be no obligation on the Organiser to accept notification of reduction and, in any case, the scale of cancellation charges shall remain due.

## 6. RELOCATION

- 6.1. Should it be necessary to revise the layout of the Exhibition for any purpose, the Organiser reserves the right to transfer any exhibitor to an alternative stand location within the Exhibition.

## 7. BANKRUPTCY

- 7.1. In the event of the Exhibitor/Sponsor becoming bankrupt, committing any act of bankruptcy, going into liquidation, having a Receiver or Administrator appointed in respect or any of its assets then the Organiser reserves the right to terminate the Contract with the Exhibitor/Sponsor and in such circumstances the full amount due under the Contract shall immediately become payable by the Exhibitor/Sponsor.

## 8. PROHIBITION OF TRANSFER

- 8.1. The Exhibitor/Sponsor may not assign, sub-let, share, or grant licenses in respect of the whole or any part of the stand space allotted to it without the prior express written permission of the Organiser.

## 9. VAT

- 9.1. Under Belgian VAT legislation, the provision of stand spaces and linked additional services (considered as a uniform service and so-called « exhibition services ») to Business Customers is deemed to be located at the place (European Member State or Non-European State) where the customer is established.
- 9.2. If the Exhibitor/Sponsor is established outside of Belgium but within the European Union, it shall provide the Organiser with details of its valid VAT number to prove that it is operating as a business. In the absence of such evidence the Organiser is obliged to charge Belgian VAT at the appropriate rate. In case the VAT number of the Exhibitor/Sponsor is correctly provided to the Organiser, an invoice without VAT will be issued to the Exhibitor/Sponsor. In such circumstances, the Exhibitor/Sponsor should account for VAT in its own Member State using the ‘reverse charge’ procedure or any other procedure compliant with the VAT legislation of its own Member State.
- 9.3. In case the services are limited to the provision of stand spaces without any linked additional services, the Organiser is obliged to charge Belgian VAT at the appropriate rate to the Exhibitor/Sponsor without any consideration that the Exhibitor/Sponsor is established or not in the European Union.
- 9.4. Other services not covered by the Contract supplied to the Exhibitor/Sponsor may be subject to Belgian VAT according to the Belgian VAT legislation.

## 10. PAYMENT

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Whereas Hydrogen Europe will organize the Hydrogen Europe Flagship Expo – part of the EU Hydrogen Week to be held in Brussels, Belgium (hereinafter “Event”)

- 10.1. All payments under the Contract shall be made in the currency stated in the Contract (EURO) and any bank charges or credit card payments will be the responsibility of the Exhibitor/Sponsor. Exchange differences or bank charges arising from payment in an alternative currency will be the responsibility of the Exhibitor/Sponsor. The balance or the total cost is due and payable on the dates stated on the invoice unless alternative payment terms are arranged. Notwithstanding anything to the contrary, full payment must be within one month of the receipt of invoice or one month prior to event depending on which date comes first.

10.2. Where payment is not made in accordance with the Contract the deposit may be forfeited and the space/package re-allocated. In such circumstances the Exhibitor/Sponsor will be responsible for all losses incurred by the Organiser. In the event of non-payment to the Organiser by the Exhibitor/Sponsor by the due date, any amount unpaid by the due date shall be increased automatically and without notice by a late payment penalty fixed at a flat rate of 10% of the unpaid amount, plus 12% interest per annum shall apply. Any additional costs and expenses incurred by the Organiser to recover the amounts due shall be added to the amount of the debt and be payable by the Exhibitor/Sponsor.

## 11. PROMOTION AND REPRESENTATION

11.1. Whilst the Organiser shall use its reasonable endeavours to organise and promote the Event in such manner as it considers appropriate, the Organiser reserves the right to amend or vary the manner and methods of such organisation and promotion and any statements made relating to the audience and methods and timing of promotion shall constitute only a general indication of the Organiser's promotion and organising strategy and shall not amount to any representation or warranty.

## 12. POSTPONEMENT OR ABANDONMENT

- 12.1. The Organiser has the right to postpone the event to a different date in case this is justified by a valid cause, in which case all rights and obligations under the Contract are maintained but postponed accordingly.
- 12.2. The Organiser has the right to abandon the event in case this is justified by a valid cause.
- 12.3. In the event of any abandonment, postponement or limitation of the Exhibition/Event, any limitation of the use or the premises or any failure of the services provided therein, the Exhibitor/Sponsor or its agents or contractors shall have no claim against the Organiser in respect of any resulting loss or damage and the Exhibitor's / Sponsor's liabilities shall not be affected.
- 12.4. The Organiser accepts no responsibility if delivery of goods and materials or the execution of work is held up or prevented by any cause beyond its reasonable control, including without prejudice the generality of the foregoing:
- Strike, lockout, labour or civil disturbance or restriction, fire, earthquakes, cyclones, floods, storm, tempest lightening, explosion, inevitable accident, epidemics, pandemics, international or national embargoes or blockades, acts of war or terrorism, sabotage, national emergency, quarantine measures, government decisions or administrative injunctions or any other cause whatsoever beyond the reasonable control of the Organiser.
  - Failure by the Exhibitor or Sponsor, its agents, or contractors to give instructions or supply the necessary drawings in due time.

## 13. EXHIBITORS/SPONSORS LIABILITIES

13.1. The Exhibitor/Sponsor hereby accepts liability for all acts or omissions by itself, its servants contractors, agents, and visitors and undertakes to indemnify the Organiser and keep the Organiser indemnified against all liability in respect thereof and against all actions, claims, demands, costs and expenses whatsoever which may be made against the Organiser including any legal costs and expenses and any compensation costs and disbursements paid by the Organiser on the advice of Counsel to compromise or settle any such claims. Notwithstanding the indemnity hereby given, the Exhibitor/Sponsor undertakes to arrange appropriate third-party liability insurance and employers' liability for a minimum of EUR 10 million.

## 14. INSURANCE LIABILITY

14.1. Neither the Organiser nor the venue owners shall be responsible (i) for the safety or security of any exhibit or property of the Exhibitor/Sponsor, or any other person, (ii) for the loss or damage of, or destruction, by theft or fire, or any other cause whatsoever, or for any loss or damage whatsoever sustained by the Exhibitor/Sponsor by reasons of any defect in the building caused by strike, lockout, labour or civil disturbance or restriction, fire, earthquakes, cyclones, floods, storm, tempest lightening, explosion, inevitable accident, epidemics, pandemics, international or national embargoes or blockades, acts of war or terrorism, sabotage, national emergency, quarantine measures, government decisions or administrative injunctions, force majeure, or any other cause not within the reasonable control of the Organiser, (iii) for any loss or damage occasioned if by reason of the happenings or any such event, the opening of the Event is prevented or postponed or delayed or abandoned, or the building becomes wholly or partially unavailable for the holding or the Event. The Exhibitor/Sponsor agrees and undertakes to ensure in their full replacement value the contents of its stand and all associated ancillary equipment and materials.

## 15. FORCE MAJEURE

- 15.1. Should the Event not be conducted or only partially conducted or be annulled for any reason beyond the Organiser's reasonable control, including unforeseen circumstances such as civil riots, governmental restrictions on foreign travel, union actions, natural disaster, pandemic, strike, lockout, labour or civil disturbance or restriction, fire, earthquakes, cyclones, floods, epidemics, international or national embargoes or blockades, acts of war or terrorism, sabotage, government decisions or administrative injunctions, including without limitation possible restrictions, recommendations, guidelines or other measures imposed or recommended to be taken by (health) authorities, the Organiser shall be excused from performance and shall not be in default in respect of any obligation in relation to the Event. It is moreover expressly agreed that the unforeseeability condition does not have to be fulfilled for any health-related event (such as for instance coronavirus related pandemic, another pandemic or epidemic and/or quarantine measures) to qualify as an event of force majeure.
- 15.2. Any measures taken as a result of an event of force majeure will also not lead to a refund and no liability whatsoever will be incurred by the Organiser.

## 16. SEVERABILITY

16.1. If any provision contained in this Contract shall for any reason be held invalid, illegal or unenforceable in any respect, it is the intention of the parties that such provision shall not be construed to be null, void and of no effect, but shall be construed and interpreted or reformed to provide for a valid, legal and enforceable provision the economic effect of which comes as close as possible to the parties' original intent (in terms of economic objectives, allocation of responsibility, limitation of warranties or damages). The parties acknowledge in particular that under no circumstances shall the Organiser be obliged to refund any spent or committed portion of the Exhibition invoice(s).

## 17. DATA PRIVACY & GDPR

- 17.1. In accordance with European data protection regulation, in particular Regulation (EU) No. 2016/679 on the protection of natural persons with regard to the processing of personal data, Hydrogen Europe, as data controller, processes the exhibitor/sponsor's personal data for the purposes of (i) managing and organizing the event, in particular the management of exhibitor/sponsor's stand (ii) managing and organizing prospecting and loyalty (iii) enabling the exhibitor/sponsor to benefit from our services (iv) enabling the exhibitor/sponsor to receive our news. These data processing have as legal basis the execution of the contract: the information we collect is necessary for the implementation of the contract to which the exhibitor/sponsor has adhered, failing which the contract cannot be executed. Exhibitor/sponsor's data are retained for the time necessary for processing purposes, namely 5 years from the end of the business relationship. For processing purposes, the data of the exhibitor/sponsor's data – or transmitted by him - will be transmitted to the following recipients: management service providers of our Customer Relationship Manager, service providers in charge of management, event service providers (reception service providers, security, printing, etc.). The data necessary to fulfil the purposes described above are those appearing on this order form. In accordance with the regulations in force, the exhibitor/sponsor benefits from a right of access, rectification, limitation, deletion, and portability on his data. The exhibitor/sponsor may also object to the processing of his personal data concerning him and lodge a complaint with the data protection and control authority. The exhibitor/sponsor may exercise his rights by sending a request by contacting [privacy@hydrogeneurope.eu](mailto:privacy@hydrogeneurope.eu)
- 17.2. In any event, the exhibitor/sponsor acknowledges compliance with European data protection regulations for its own processing, including Regulation (EU) No. 2016/679 on the protection of personal data, foremost among which the integrity and confidentiality of data communicated by participants and compliance with their data-retention periods. In case of communication to Hydrogen Europe by the exhibitor/sponsor of a personal data file, the exhibitor/sponsor acknowledges having informed and obtained the consent of the person(s) concerned by this communication.

## 18. EVENT RULES AND REGULATIONS

- 18.1. Whilst participating in the Event, the Exhibitor/Sponsor is required to comply with any policies or directions (such as but not limited to security, health, and safety regulations) in force at the time of the Event, given by the Organiser or any other relevant third party, including the person responsible for the premises where the Event takes place or any competent authority.
- 18.2. If the Organiser supplies ID badges for security or health related purposes, participants must wear their badge at all times. Badges are strictly personal and may not be transferred to another person, nor modified.

- 18.3.** The Exhibitor/Sponsor must also carefully review the Event health and safety protocols applicable at the time of the Event and comply with them at all times during the Event. The health and safety protocols are subject to change at any time to reflect the latest developments, guidelines and regulations developed by the applicable government authorities, the venue owner, public health officials or the Organiser. The Exhibitor/Sponsor must fully comply with all of the health and safety protocols in place at the time of the Event.
- 18.4.** Failure to follow the security or health and safety protocols may, in the sole discretion of the Organiser, result in (i) an Exhibitor/Sponsor being prohibited from entering the Event, (ii) an Exhibitor/Sponsor being ejected from the Event, (iii) an Exhibitor/Sponsor being permanently barred from attending the Event or any other Hydrogen Europe event, and/or (iv) the Organiser, the venue owner or applicable authorities taking any other action permitted by law. In any such circumstances, the Exhibitor/Sponsor remains liable for payment of the space booking fee and any other registration fees and associated costs.
- 18.5.** The Exhibitor/Sponsor forever expressly releases and waives all and any claims (whether in contract, tort or otherwise) against the Organiser or the venue owner and their respective officers, directors, employees, contractors, representatives, agents, licensors, successors and assigns arising out of or related to exposure, infection and/or spread of health related diseases, whether before, during or after attendance at the Event to the fullest extent permitted by law. The Exhibitor/Sponsor expressly understands and agrees that this waiver means that, to the fullest extent permitted by law, the Exhibitor /Sponsor gives up any right to bring any claims, demands, causes of action, or suits (for itself or for any officers, directors, employees, contractors, representatives, agents, licensors, successors and assigns) including for personal injury, death, disease or property losses, or for any other losses, liabilities, costs and expenses including but not limited to claims of negligence, and give up any claim that the Exhibitor/Sponsor may have to seek damages, whether known or unknown, foreseen or unforeseen..

## 19. WAIVERS

- 19.1.** Except as otherwise expressly provided herein, no failure or delay of a party to exercise any right or remedy under this Contract shall be considered as a waiver of such right or remedy, or any other right and remedy under the Contract.
- 19.2.** Except as otherwise expressly provided herein, no waiver shall be effective unless given in writing and signed by both parties.

## 20. APPLICABLE LAW AND JURISDICTION

- 20.1.** Unless otherwise expressly provided herein, this Contract shall be governed by Belgian law. Any dispute arising in connection with it, and which cannot be settled on an amicable basis shall be submitted to Belgian courts.

