

Terms and Conditions – Netherlands Export Combination

Trade show participation in FOODEX Tokyo 9th - 12th March 2021

The following conditions, as well as any and all rules and regulations laid down by the show organizers JMA are part of the Participation Agreement made through the signing of this "Stand Application and Contract Form", as though fully incorporated therein, and each participant, hereinafter referred to as "Exhibitor", is bound by each and every one thereof. The Exhibitor is obliged to carefully read the Terms & Conditions and all rules and regulations laid down by the show organizers.

Netherlands Export Combination hereinafter referred to as NEC", undertakes within the framework of the offer submitted to carry out the project described. Once the application form is signed by the exhibitor and received by NEC, the exhibitor is committed to participate. Space Assignments: NEC and the show organizers have the sole authority to assign, reassign and allocate exhibit space. NEC reserves the right to accept or refuse applications for any reason and confirmation of participation is made solely by NEC. No assignment will be official until a completed application and the proper payment has been received and accepted by NEC.

1. According to the "Handelsregisterwet 1996" the participating company or institution must be registered with the chamber of commerce;
2. The application is registered as soon as you/the company has received our confirmation;
3. Additional information regarding the project will only be given by NEC or her local partners;
4. The NEC will process the applications in order of receipt;
5. The NEC reserves the right to refuse companies who send in their application after the mentioned deadline;
6. The participating company or institution takes part in the activity and agrees to the stand- and organization costs mentioned in the announcement including the one-time registration fee. Also the participant agrees to the general conditions of the trade show organizer;
7. The NEC reserves the right to refuse or cancel applications;
8. After signing the contract a restitution for a cancelation is no longer possible;
9. All travel- and hotel costs are for the account of the participant;
10. The NEC reserves the right to cancel this project if, in her view, compelling reasons exist. Such as canceling or delaying the trade show by the trade show organizer, not reaching the minimum amount of square meters or in cases of force majeure. The latter entail such cases as natural disasters, (civil)war, fire in the countries involved, the health situation in the countries involved (e.g. Sars, COVID-19, etc.) , roadblocks, strikes and import- and/or trade limitations. Already made and paid costs will not be reimbursed by the NEC;
11. The participant is obliged to pay the participants fee within 14 days after receiving the invoice. Payment terms: first instalment of 50% to be paid within 14 days upon application. final instalment of 50% to be paid within 14 days after due date for registration. This due date is set by NEC.

If the participants fee is not paid in full, according to the payment terms, NEC reserves the right to exclude the participant. The obligation for payment of the invoice remains intact. After cancellation by the exhibitors (after signing the contract) the full amount of participations costs will be charged and invoiced. When NEC or the exhibitor finds a new participant for the exact same amount of square meters, after cancellation by the exhibitor and before due date, only 25% of the participation costs will be charged and invoiced with a minimum of €1500,-.

12. In case the organiser decides to cancel the show, or to postpone the show to a later date. NEC reserves the right to keep the participation fee(s), whereas participation in the show will be forward to the first edition happening. If not possible to participate, cancellation policy applies – 11.

13. For the stand/pavilion the NEC will use an open stand formula with several Dutch/NL elements. Every participant within the pavilion can setup their own stand according to their wishes. Bearing in mind that we would like to retain a professional design and look for the pavilion. The NEC determines the location of the individual participants on the pavilion. This floorplan is binding;

14. The participation to the trade show or activity is at your own risk. The NEC is not liable for any damages occurred before, during or after your participation to the trade show;

15. The NEC applies a m² price (ex VAT) depending on the required stand size and the location with a minimum of 9 m². Besides the m² price the NEC also charges a onetime registration fee.

This package includes:

A. Collective stand building, carpet, standard setup with sufficient presentation possibilities, white walls, name plate with lighting around the pavilion;

B. General promotion during the trade show/activity, promotion via contacts in NEC database and NEC social media channels, embassy's and other organizations. Possibly a NL-business lounge and reception can be organized together with the embassy;

C. Registration with the trade show organizer and all communication regarding the stand, catalogue, badges and participation. Every participant is responsible for completing their own online manual, provided by NEC or tradeshow organizer;

D. Settlement of payment to the trade show organizer. Purchase of extra elements such as extra chairs, tables, etc. will go via the NEC. The NEC will acquire competitive prices with local contacts;

E. If there is sufficient interest a Kick-off event will be organized.

Every participant is responsible for the setup of their own stand;

16. Not included in the costs of participation are: - Transportation, loading, unloading, customs clearance and placing of exhibition goods of exhibitors - Travel and accommodation costs as well as other costs of stand personnel - Furnishing of the stand with, for example, furniture, showcases, kitchen equipment, text-, color- and photo panels, extra lighting, placing and connection of machines and/or equipment, etc. (requirements to be announced during the individual meeting regarding the stand furnishing, upon which the appointed stand contractors will make a quotation for the costs), connections for telephone and costs of calls, internet, water/waste connection, power supply and connection and other special items, costs for stand hostesses, and all other costs that are not mentioned in the contract.

17. The location and layout of the Netherlands Pavilion are subject to change at the sole discretion of NEC and The Show Organizers. The exhibitor is committed to comply with the conditions of participation as stated by the organizer of the exhibition. Space numbers printed in the Pavilion floor plan are for pavilion reference use only. Official booth numbers will subsequently be assigned to each exhibitor at a later date. Note. The costs for the above and other services will be charged to the exhibitor after the exhibition. Stand construction: By signing the application form the exhibitor accepts the obligation to use the services of the stand contractor, appointed by NEC;

18. Exhibitor's Insurance: Exhibitors must obtain or provide insurance protection. NEC is not responsible for exhibitors' participation in The Show and all that is related to The Show participation;

19. Exhibitor agrees to provide their own property and liability insurance to make payments for exhibit space and additional expenses as scheduled and not to reassign, grant or license the use of exhibitor's space without written consent from NEC. Exhibitor agrees to keep a fully equipped, staffed stand at all opening hours throughout The Show. Should an exhibitor's stand be left unattended, NEC may make provisions to equip and staff the stand at the exhibitor's expense. Exhibitor also agrees to take responsibility for all costs for shipping, duties, and handling of all its goods and materials, and the removal of said material from the exhibition site after the event. NEC has the right to have any material left by an exhibitor removed after the close of The Show at the exhibitor's expense. Sharing of stand: exhibitor agrees not to share or sublease the contracted space or stands without the express, written consent of NEC. In cases where exhibitor has co-exhibitors within its exhibit, the primary exhibitor will be responsible for all the group's payments. Liability: exhibitors, their contractors and their respective personnel participate in The Show at their own risk. To the extent permitted by law, the exhibitor agrees to indemnify and hold harmless the NEC, The Show organizers, the exhibition hall facility and city in which this exhibition is being held, and their Officers, agents and Employees, against all claims, losses, suits, damages, judgments, expenses, costs and charges of every kind resulting from its occupancy of the space contracted herein for by reason of personal injuries, death, property damages or any other cause sustained by any persons or others. The NEC shall not be responsible for loss or damage to displays or goods belonging to Exhibitors whether resulting from fire, storms, acts of God, air conditioning or heating failure, theft, pilferage, mysterious disappearance, bomb threats or other causes. All such items are brought to the exhibition and displayed at exhibitor's own risk, and should be safeguarded at all times. The exhibitor agrees that NEC shall not be responsible in the event of any errors or omissions in the listings in the exhibition official directory and in any promotional;

20. Jurisdiction Any dispute arising from this Contract shall be subject to the exclusive jurisdiction of the Dutch law at first instance. Governing law the effect, interpretation and performance of this contract shall be governed by and construed in accordance with the laws of the Netherlands.

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