

Terms and Conditions: Offshore Energy

In these terms and conditions,

The organizer means Navingo B.V., with its registered address in (3115 JG) Schiedam at the Jan van Galenstraat 56.

Registration form means The (online) form describing and setting out the participation agreement. This is the agreement under which the organizer provides the participant with stand space, entrance tickets, hotel accommodation, gala dinner tables, promotion potential and/or services under certain conditions for a specific period.

Participant means The person or company with whom the organizer has concluded a participation agreement and the latter's representative(s).

Event means The event of which the participation agreement is concluded.

Stand space means The exhibition area expressed in square meters and made available to the participant, the location and form of which are decided upon by the organizer.

Entrance ticket means The e-tickets which grant access to a specific conference, conference session, side event, special event and/or workshop.

Hotel accommodation means Overnight stay in a hotel designated by the organizer expressed in an amount of nights, the exact hotel room assignment to be decided upon by the hotel staff.

Gala dinner tables means One or more tables at the opening night of the event, which suit a certain amount of guests whom to be invited by the participant.

Promotion potential and services means The opportunities made available to the participant and expressed in cash for drawing attention to his product, service or trademark other than with the aid of stand space.

Participation expenses means The payment due to the organizer from the participant under the participation agreement for participation in the event, use of the stand space and other agreed services and for the general organizational services provided and to be provided by the organizer as described in that agreement.

1. DATES AND DURATION

1.1. If special circumstances occur, in the organizer's opinion, the organizer may change the dates fixed for the event or cancel the event.

1.2. Special circumstances include insufficient interest, insufficient representative demand, mutual disagreement within the industry concerned, and all the circumstances that after weighing up the interests concerned may in the organizer's opinion jeopardize the success of the event.

1.3. The participation agreement remains in force unabated on a change in the established dates. The participant is required in all cases to fully pay the (other) expenses incurred by or on behalf of the organizer at the participant's request in connection with his participation.

1.4. The organizer is not liable for any damages whatsoever if the organizer decides to change the dates for the event or cancel the event.

2. PAYMENT

2.1. Participation charges are payable on the dates indicated in the participation agreement; all other payments must be made within 14 days following invoice date, unless a divergent due date is indicated. The participant is never entitled to set-off any amount payable to the organizer against any amount owed by the organizer.

2.2. The organizer is entitled to submit an invoice as soon as it has had the registration form returned to it digitally or by mail/e-mail (duly signed). An invoice may be preceded by a debit note for an advance payment.

2.3. The participant is liable for all charges payable to the organizer connected with his participation, irrespective of whether such charges are incurred by the participant himself or by third parties acting on his behalf.

2.4. On failure to pay any sum due to the organizer by the due date, statutory interest will be charged at the rate mentioned in article 6:119a BW (Dutch Civil Code) from the due date of each amount payable. Collection charges will be debited to the participant, the extra-legal collection charges being fixed at 15% of the capital sum.

2.5. The organizer is entitled to terminate the participation agreement with immediate effect if the participant is in default of payment of (any of) the participant charges. Termination shall be confirmed in writing. In such case, the participant is liable for all damages suffered by the organizer. These damages are fixed at the participation fee and the expenses incurred by the organizer on behalf of the participant. All amounts already paid by the participant are set-off against damages owed by the participant. The organizer is never liable for damages suffered by the participant as a result of termination of the participation agreement.

3. LIABILITY

3.1. The organizer is not liable for damage, however named, directly or indirectly sustained by the participant, his personnel or his visitors, this also including operating loss and loss through theft, destruction or any other cause whatever, if such loss is caused by third parties.

3.2. The organizer is never liable for indirect and/or consequential damages, including, but not limited to, loss of profits and loss of turnover, whatever the cause of these damages may be.

3.3. The participant holds the organizer harmless against any claim by third parties on account of loss, however named, caused by the participant himself, his personnel or his visitors.

3.4. The participant shall at its own cost take out appropriate insurance for the duration of the event (e.g. insurance for fire, property, public liability and theft).

4. IMPEDIMENT, INSOLVENCY, LEGAL SUSPENSION OF PAYMENTS

4.1. On cancellation, by the participant, more than 6 months before the commencement of the event, the participant will owe 20% of the total agreed participation costs, and the other expenses incurred at his request by or on behalf of the organizer in connection with his participation.

4.2. On cancellation, by the participant, within 4-6 months before commencement of the event, the participant will owe 50% of the total agreed participation costs and the other expenses incurred by or on behalf of the organizer at his request in connection with his participation.

4.3. On cancellation, by the participant, within 4-0 months before commencement of the event, the participant will owe 100% of the total agreed participation costs with regard to his participation, and the other expenses incurred by or on behalf of the organizer at his request in connection with his participation.

4.4. On cancellation of entrance tickets, different conditions apply. The cancellation of entrance tickets is not possible, the participant however has the possibility to have the entrance ticket transferred to a colleague or business associate free of charge.

4.5. On cancellation of hotel accommodation, different conditions apply. Said cancellation policy is agreed upon when completing the registration form for hotel accommodation and take precedence over the aforementioned conditions.

4.6. Should the participant at any time following conclusion of the participation agreement be declared bankrupt or request legal suspension of payments, the participation agreement will be dissolved simply through the occurrence of the said events and the participant will be required immediately to settle the full amount of the agreed participation charges, and all other expenses incurred on his behalf, without prejudice to the organizer's right to claim costs, damages and interest.

5. ASSIGNMENT OF STAND SPACE

5.1. Stand space is assigned by the organizer on the basis of a floor plan, which is finalized ultimately three weeks before the event. The stand space allocated to the participant shall be communicated to the participant ultimately three weeks before the event. Notwithstanding the aforementioned, the organizer remains entitled to alter the floor plan and redistribute stand space if this is deemed, solely on the organizer's discretion, to be in the overall best interest of the event.

5.2. Inside stand dimensions of stands with shell scheme construction are marginally smaller than stand surface dimensions. The organization reserves the right to slightly alter the size and location of the stand. The maximum construction height in the stand is 5 meter. An extra floor is only allowed after confirmation of the organization.

6. NO SHOW RULING

6.1. If the participant does not (ultimately) utilize the Stand space on the day before start of the event, the organizer is entitled to terminate the agreement with immediate effect. In such case, the participant is liable for all damages suffered by the organizer.

These damages are fixed at the participation fee and the expenses incurred by the organizer on behalf of the participant. All amounts already paid by the participant are set-off against damages owed by the participant.

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7. SUB-LETTING

7.1. The participant is not permitted to assign or sub-let (any) by the organizer provided services and products to third parties without prior written approval of the organizer. If the participant violates this clause, the participant owes the organizer an immediately payable fine of EUR 10,000,-.

8. EXHIBITION MANUAL

8.1. The organizer provides all participants with the practical information required for a smooth operation of the event through the FAQ search engine, available in the online exhibitors portal. By participating in the event, all participants acknowledge the guidelines stated in these FAQ and warrants to adhere to these guidelines.

9. APPLICABLE LAW & JURISDICTION

9.1. The agreement between the organizer and the participant, which includes these general terms & conditions, is governed by the laws of the Netherlands.

9.2. All disputes arising out of or related to the agreement between the organizer and the participant, must exclusively be brought before the competent judge of the Court of Rotterdam, the Netherlands.