
Standard Terms and Conditions

Of the association CLC (Centrum voor Live Communication) based in Breukelen
Applicable to the supply of goods and services by service companies which are members of the
association

General

Article 1

1. In these terms and conditions a 'service company' means any natural or legal person involved in the realisation of Live Communication projects.
2. The phrase 'the realisation of Live Communication projects' refers to all those supporting activities, which are necessary to make possible trade shows, exhibitions, conferences events or other forms of Live Communication.
3. Unless otherwise agreed in writing, these terms and conditions apply to all quotations issued by the service company, all agreements entered into by it and the carrying out of those agreements, regardless of whether such quotations or agreements relate to the supply of goods or of services.
4. Unless the service company has expressly agreed otherwise, the client's own standard terms and conditions (if any) do not apply.
5. These terms and conditions also apply to any subsequent assignments from the client received orally, by telephone, in writing, by facsimile, by e-mail or by some other means, and regardless of whether the service company has confirmed such assignments in writing.
6. The term 'work' includes any materials sold or hired separately.

Quotations, price adjustments, conclusion of the agreement

Article 2

1. Quotations will be honoured within one month of issue, unless stated otherwise.
2. The agreement is concluded as soon as the client's acceptance of the quotation is received by the service company.
3. Contrary to the previous clause, if the quotation is accepted subject to certain reservations or amendments, no agreement comes into being until such time as these have been approved by the service company.
4. Quotations have to be provided in writing.
5. Any changes to these terms and conditions have to be agreed in writing and apply to one assignment only.
6. The service company is not obliged to honour a quotation containing a manifest error, which the client can reasonably be expected to have noticed.
7. The service company is only obliged to carry out an amendment to the assignment if it has confirmed the amendment in writing and the client agrees to pay any additional costs incurred by the service company as a result of the amendment.

Article 3

1. Any quotations issued by the service company shall include a description according to which the service company is obliged to carry out and complete the work.

2. The client shall be available as much as possible for consultation regarding the carrying out of the design of the work, and the carrying out of the description referred to in clause 1 above.
3. If the description referred to in clause 1 above contains different options for carrying out the design, the client shall as soon as is reasonably practicable notify the service company which option it wishes to adopt. If such notification does not take place as soon as is reasonably practicable, the service company is not liable for any resulting delay and/or loss.
4. The service company shall confirm in writing to the client any additional work undertaken after the agreement has been entered into, which was not included in the quotation. If the client does not respond to such written confirmation within one week of receipt, it shall be deemed to have accepted the same.
5. All descriptions, calculations, sketches, diagrams, designs, drawings and models prepared by the service company remain the property of the service company and may not be reproduced in whole or in part, or made available to third parties, or used for any purpose whatsoever, without the prior written consent of the service company, and should be returned to the service company immediately upon its request. The client shall be liable to the service company for all loss or damage suffered by it as a result of any of the items listed above being made available to third parties.
6. The client shall be responsible for the accuracy of any drawings, calculations, estimates and other information provided by it. The service company accepts no liability whatsoever in respect of such information.
7. Insofar as any products made by the service company are based on drawings, models or instructions made available to the service company by the client, the client warrants that such products will not infringe any intellectual or industrial property rights in the Netherlands or in the country for which they are intended. The client agrees to indemnify the service company against any claims made by third parties in this respect. The service company shall without delay inform the client of any claims made by third parties arising out of the infringement of intellectual or industrial property rights. Upon being notified of such claims the service company shall be entitled to suspend the production or delivery of the relevant products and to claim compensation from the client in respect of any loss and/or costs suffered by the service company as a result of such claims, regardless of whether the service company has been found liable to pay compensation.

Prices

Article 4

1. Unless stated otherwise, the service company reserves the right to change any prices quoted.
2. Unless stated otherwise, any prices quoted by the service company are:
 - Based on purchase prices, transport costs, insurance premiums and other costs applicable at the date of the quotation;
 - Based on delivery from the office, warehouse or other storage facility of the service company;
 - Exclusive of value added tax, customs and excise duties, other taxes, charges and rights;
 - Stated in Euros. Any fluctuations in the exchange rate will be for the account of the client.
3. The service company shall be entitled to increase any prices quoted in the event of an increase in its costs as a result of factors which could not reasonably have been anticipated at the time the quotation was prepared, unless fixed prices have been expressly agreed.
4. The service company is under no obligation to honour parts only of the quotation at the price given for the part in question or a proportionate amount of the price given for the whole of the quotation.

Costs and expenses

Article 5

1. If no agreement is concluded between the service company and the client, the client agrees to reimburse the service company for any costs incurred in producing photographs, designs, models, drawings etc. in preparation of the agreement.
2. If an agreement is concluded between the service company and the client, the costs referred to in paragraph 1 above will be included in the agreed price.

3. If no agreement is concluded between the service company and the client, and the client wishes to implement (in whole or in part), or instruct a third party to implement the design prepared by the service company, the client will pay the service company a reasonable sum in compensation, such sum to be determined by the service company.

Inspection

Article 6

1. The client shall carry out an inspection of the Live Communication project prior to taking delivery of it in order to satisfy itself that there are no defects.
2. Any defects shall be reported to the service company without delay. Any such defects shall be addressed by the service company within a reasonable period of time, after which a further inspection by the client shall take place.
3. If the inspection does not take place within a reasonable time, or no defects are reported after the inspection has been carried out, the client will be deemed to have taken delivery of the project.

Delivery, Ownership

Article 7

1. After taking delivery the client is entitled to use the work. The client shall return the work, which remains the property of the service company, to the service company in the condition in which it was delivered as quickly as possible after the end of the trade show, exhibition, convention or event, and in any event within 12 hours.
2. The service company shall inspect the work prior to delivery to check that there are no defects.
3. After delivery the work remains the property of the service company, as do the copyright in the design and any preparatory photographs, designs, models, drawings etc., unless expressly agreed otherwise in the quotation.
4. If the service company and the client have expressly agreed that ownership of the work is to be transferred to the client, such transfer, subject to clause 5 below, takes place when the client takes delivery of the work.
5. If it has been agreed that ownership of the work will be transferred to the client, the work will nevertheless remain the property of the service company until the client has paid the service company the full amount due under the agreement, in which case the transfer of ownership takes place upon payment of the final instalment.
6. The client shall treat any products which remains the property of the service company with all due care and shall ensure that they remain identifiable as the property of the service company.
7. The service company shall at all times be entitled to remove any items belonging to it, which are under the control of the client or its agent, if the client has defaulted or threatens to default on its payment obligations. The client agrees to allow the service company at all times to enter its premises for the purpose of inspecting items belonging to it or exercising its rights. If the client, following a written request from the service company, refuses to co-operate with the service company in the removal by the service company of items belonging to it, it incurs a fine of 500 Euros per day for each that the client remains in default.
8. The service company is entitled to retain any items belonging to the client until such time as the client has paid all sums due to the service company, regardless of whether the items in question relate to the assignment from the client. This right of retention continues to apply in the event of the client becoming insolvent.

Risk

Article 8

1. The client assumes full responsibility for the work upon taking delivery of it until such time as it is returned to the service company.
2. The client shall report any lost, stolen, or damaged goods belonging to the service company and used in connection with the work to the service company as soon as possible and shall compensate the service company for any loss or damage, howsoever caused.
3. The client shall be responsible for items during shipping.
4. Unless it has been agreed in writing that the service company shall be responsible for items during shipping, the service company's liability shall be limited to 100 Euros per m³, unless otherwise agreed.

Article 9

1. The client shall ensure that any goods belonging to it, which are intended to be used in designing or carrying out the work, shall be made available to the service company in good time at its premises or the location of the work.
2. The client shall be responsible for any loss or damage suffered by the service company arising out of a failure by the client to fulfil its obligation under clause 1, howsoever such loss or damage may be caused.
3. Any goods belonging to the client, which are intended to be used in carrying out the work, as well as any goods belonging to the client which are intended to be displayed as part of the work, will only be shipped to the location of the work by the service company if this has been agreed in writing between the client and the service company. The cost of shipping such goods will be for the account of the client, unless otherwise agreed in writing.
4. The service company does not accept any responsibility for any of the goods referred to in clause 3 above during shipping, loading or unloading, or whilst they remain in the space in which the Live Communication Project will take place. The service company assumes no liability in respect of such goods in the event that they are lost, stolen or damaged, unless such loss, theft or damage was intentionally caused by the service company or as a result of its gross negligence.
5. If goods belonging to the client are to be shipped by the service company at the same time as its own goods, the client shall be liable for any damage caused to goods, vehicles or persons employed by the service company arising out of a defect of any kind in the goods belonging to the client. The client further agrees to indemnify the service company against any claims for compensation from third parties arising out of such a defect.
6. The cost of packaging, assembling and disassembling goods referred to in clause 1 above shall be for the account of the client.

Article 10

The service company shall not be liable for any loss or damage suffered by the client or third parties, whether caused by a failure on its part to comply (in whole or in part) with its obligations in respect of designing, carrying out and delivering the work, or by any defect of any kind in the work, or any other cause connected to the agreement, or caused intentionally or as a result of gross negligence on the part of the service company.

Force majeure

Article 11

1. The phrase 'force majeure', apart from how it is used in law or statute, shall mean all external causes, whether foreseeable or unforeseeable, which are beyond the control of the service company, and which prevent the service company from carrying out its obligations under the agreement. This shall include (but shall not be limited to): war, the threat of war, civil war, unrest, molestation, fire, water damage, flooding, industrial action, occupation, exclusion, actions by government, interruptions in the supply of energy and any act of default by the organiser of the trade show, exhibition, convention or event, or the proprietor of the premises at which the same are to be held.
2. In the event of force majeure the service company shall not be held in default and the period for completion of the work shall be extended for as long as the service company is unable to comply with its obligations as a result of force majeure.
3. If as a result of force majeure the assignment cannot be completed within a reasonable period of time, both the client and the service company shall be entitled to terminate this agreement insofar as it relates to work yet to be carried out by giving notice in writing to the other party and without incurring any liability to pay or acquiring any entitlement to receive compensation. If at the date of termination the work has been carried out in part, the client shall pay the service company a proportionate part of the agreed price. If as a result of force majeure completion of the work is delayed to such an extent that it cannot take place prior to the start of the trade show, exhibition, convention or event, both the client and the service company are entitled to treat the agreement as having been terminated. In both cases the service company will only be entitled to reimbursement of its expenses.
4. The phrase 'force majeure' refers to any circumstance beyond the control of the service company, which reasonably prevents the service company from complying with its obligations under the agreement, regardless of whether such a circumstance could have been foreseen at the time the agreement was made.

Payment

Article 12

1. Payment of the sum agreed between the parties is to be made within 30 days of the date of the invoice, unless otherwise agreed in writing. The date on which the payment is shown as having been received in the bank statements of the service company shall be the date on which payment was made. The service company shall be entitled to require the client to make an advance payment whilst the work is being carried out or used. If the client fails to pay an invoice or an advance payment, the service company shall be entitled to refuse to carry out any further work. The client shall not be entitled to withhold payment in the event of a dispute.
2. Any payment made by the client shall be applied as follows: first to any costs incurred by the service company in enforcing the client's payment obligations and/or an administrative costs, then to any interest owed by the client, and then to the earliest of any unpaid invoices.
3. If the payments referred to in clauses 1 and 2 have not been made within the period allowed for payment, the client shall be in breach of its payment obligations in respect of the unpaid part of any invoice from the latest date for payment, without first having to be held in breach by the service company. The client is liable to pay the service company contractual interest of 1.5% per month. Interest is calculated on a monthly basis from the date on which the client defaults to the date on which the amount due is paid.

Termination

Article 13

1. The agreement shall terminate automatically without judicial intervention or the need for the service company to hold the client in default when the client becomes insolvent, seeks protection from its creditors, is placed in administration or otherwise loses the ability to dispose of its assets or part thereof.
2. As a result of the termination of the agreement any outstanding sums become due and payable immediately. The client shall be liable for any loss suffered by the service company, including loss of profit and shipping costs.

Costs of enforcement action, lien

Article 14

The client shall reimburse the service company in full for any legal and non-legal costs incurred by the service company in recovering sums due under the agreement. The amount payable by the client in respect of such costs shall be at least 15% of the sum or sums due.

Article 15

To secure payment of all sums owed by the client the service company is entitled to retain any goods belonging to the client used in designing or carrying out the work or exhibited as part of the work .

Governing law

Article 16

The agreement between the client and the service company is governed by Dutch law. The court for the district ("Arrondissement") in which the service company has its registered office has exclusive jurisdiction over any dispute between the client and the service company arising out of this agreement, except that any such dispute may at the option of the service company be determined by the court in whose district the client is based. Disputes between two service companies shall be determined by the court for the district in which the claimant company is based. In case of disputes, the standard terms and conditions formulated in the Dutch language apply.

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