Article 1. Definitions
In these Terms and Conditions the used terms are defined as follows:

1.1. Organiser: the organiser of the PassiveHouse exhibition, being Passiefhuis-Platform vzw (hereinafter referred to as ‘PHP’), with its registered office at B-2600 Berchem, Gitschotellei 138 and enterprise number 0478.995.007, and Plate-forme Maison Passive asbl (hereinafter referred to as ‘PMP’), with its registered office at B-5002 Namen, Rue Nanon 98, and enterprise number 0883.748.291.

1.2. Admission: the basic decision taken by the organiser to allow the candidate exhibitor to participate in the exhibition organised by the organiser, following the candidate-exhibitor’s submission of a request for admission and subject the condition that the exhibitor will respect the present Terms and Conditions.

1.3. Candidate-exhibitor: the physical person or legal entity, dealer, manufacturer or producer or his general agent or retailer, or any association, body or institution which has expressed the wish to participate in the exhibition by submitting a request for admission to the organiser.

1.4. Exhibitor: the candidate-exhibitor whose request for admission has been accepted by the organiser, and who will therefore participate in the exhibition.

1.5. Building: this term specifies the place (both the involved building and the surrounding area) where the exhibition will be organised.

1.6. Terms and Conditions: the present Terms and Conditions.

Article 2. Field of application of the Terms and Conditions

2.1. These Terms and Conditions govern all contractual obligations between the organiser and the candidate-exhibitor/exhibitor relating to the submission of the request for admission by the candidate-exhibitor, its treatment by the organiser and the possible acceptance of the candidate-exhibitor and his participation in the Exhibition as an exhibitor.

2.2. By completing and signing the request for admission, the (candidate-)exhibitor explicitly declares that the entire contractual relationship between himself and the organiser concerning the exhibition will be governed by the present Terms and Conditions.

2.3. The present Terms and Conditions cannot be deviated from, barring a prior written agreement between the organiser and the exhibitor.

Article 3. Request for admission

3.1. The request for admission can only be made on the appropriate document prepared by the organiser (the so-called request for admission). Under penalty of dissolution, the candidate-exhibitor must submit his request for admission in its original form, having duly completed and signed it.

3.2. Any condition or reservation added to the request for admission will not be a part of the contractual framework between the organiser and the candidate-exhibitor relating to the latter’s request for admission and possible subsequent participation in the Exhibition.

The submission of the request for admission by a candidate-exhibitor constitutes a binding and irrevocable offer on his behalf to participate in the exhibition in accordance with the conditions comprised in the present Terms and Conditions, the Participation Information or any other contractual document that could connect him to the organiser.

Article 4. Admission

The request for admission does not legally entitle the candidate-exhibitor to participate in the exhibition. The request for admission must be accepted by the organiser.

4.1. Selection criteria
All requests for admission will be assessed by the organiser based on the following criteria:
(I) The availability of exhibition spaces;
(II) The good balance of exhibition content;
(III) The correspondence between the candidate-exhibitor’s activity and the exhibition’s general purpose;
(IV) The quality of the products, brands and/or services.

4.2. Refusal of the request for admission

4.2.1. The organiser is entitled to decide freely whether to accept or refuse a request for admission, without being obliged to justify its decision.

4.2.2. The organiser can refuse a request for admission in one of the following cases:
(I) The request for admission does not meet the criteria stated in article 4.1.
(II) The candidate-exhibitor has not fulfilled one of the obligations arising from the submission of the request of admission, from
the present Terms and Conditions or from any other contractual document that could connect him to the organiser.

4.2.3. In case of a refusal of the request for admission the candidate-exhibitor will be notified by the organiser in writing. A preliminary exchange of letters or any other documents between the organiser and the candidate-exhibitor can in no case be considered as an implicit acceptance by the organiser.

4.2.4. A refusal of admission can in no case lead to any consequences for the organiser and the organiser can in no case be held responsible and liable to pay any damages, whether the damage is immediate, consequential, incidental or other.

4.3 Acceptance of the request for admission

4.3.1. In case of the acceptance of a request for admission the candidate-exhibitor will be notified by the organiser in writing. The preliminary exchange of letters or any other documents between the organiser and the candidate-exhibitor can in no case produce the said acceptance.

4.3.2. In accordance with article 9.2.2 this acceptance leads to all the amounts owing, as set forth in article 9.2.2, becoming immediately due for payment, even if the exhibitor later decides to cancel his participation for whatever reason, or if the exhibitor decides to reduce the exhibition area initially requested.

4.3.3. The organiser is entitled to disregard an accepted request for admission as long as the exhibitor whose request for admission has been accepted, has not settled in full the invoice following the acceptance.

Article 5. Allocation of stands and stand numbers

5.1. The exhibitor’s stand and his stand number will be allocated by the organiser. The latter can, as much as possible, take into consideration the exhibitor’s preference expressed in his request for admission. This preference can in no case entitle the exhibitor to any specific stand.

5.2. The organiser reserves the right to change the orientation, the size or shape of the allocated stands if he considers this to be useful for the general organisation of the exhibition. The application of this right by the organiser will in no case bring about any compensation whatsoever in favour of the exhibitor.

5.3. The final allotment plan will be sent to the exhibitors at most two weeks before the exhibition’s starting date.

Article 6. Occupation and use of the stand

6.1. The occupation of the stand assigned to the exhibitor is subject to the full payment of the amounts owing. The organiser reserves the right to refuse the occupation of a stand by an exhibitor if the latter has not paid the amounts owing within the payment period fixed in article 9.2.3, or does not comply with at least one of the obligations under the present Regulations.

6.2. Subject to the payment and the compliance with all obligations, the stand will be put at the disposal of the exhibitor at the beginning of the installation period, on the day and time mentioned in the ‘Exhibitors’ Manual’.

6.3. The organiser must be notified in writing of any possible flaws or defects at the latest on the opening date of the exhibition. Failure of such notice will be construed to mean that the exhibitor has received the assigned stand in perfect state. Any damage determined afterwards, during the exhibition or after the disassembly, will be deemed to be caused by the exhibitor and will result in the latter’s sole and unique responsibility.

6.4. The whole stand must be open and accessible during the whole exhibition.

6.5. If the arrangement of a stand does not correspond to the plan previously submitted by the exhibitor (see article 7.2), the organiser is entitled to refuse the occupation of the stand.

6.6. The organiser reserves the right to remove or modify, on its own initiative and without prior notice, any installations which could harm the general decoration of the exhibition, nearby exhibitors or visitors, at the expense and risk of the exhibitor.

Article 7. Installation and disassembly of stands

7.1. The exhibitor is obliged to observe the indicated dates and instructions for the installation and disassembly of stands specified in the ‘Exhibitors’ Manual’ which will be sent to all exhibitors in its definitive form approximately two months before the start of the exhibition. Any requests for departure must be communicated to the organiser in writing. Moreover, the exhibitor ensures that the dates and instructions mentioned above will be observed by any third party charged with the installation or disassembly of his stand.

7.2. If the exhibitor chooses not to use one of the offered standard stands but wishes to build up his own stand, he must submit to the approval of the organiser a plan for the installation of his stand at least two weeks before the installation date. He also commits himself to strictly comply with the plan approved by the organiser. In the event that his stand does not correspond to the approved plan, the exhibitor agrees to remove all elements which are in violation of it at his own expense and risk.

7.3. All constructions, products, materials, etc. which do not comply with the instructions outlined in the present Terms and Conditions or in the Manual and are not removed before the deadline for installation and disassembly specified in the Manual, will be removed by the organiser at the expense and risk of the exhibitor. All materials or products which have been removed in this manner cannot be reclaimed by the exhibitor.

7.4. The exhibitor who chooses to build a stand on a naked surface, is obliged to construct walls between his stand and any neighboring stand. These walls must be at least 2m40 high. If this level is exceeded, the wall on the side of the neighboring stand is to be finished adequately.

7.5. Each breach by the exhibitor, his authorised agent or client regarding the instructions for the installation and disassembly of stands specified in the present Terms and Conditions or the Manual, will be charged to the exhibitor concerned without prior notice.

7.6. All stands must be completely independent constructions, without suspensions from the ceilings or support by the walls.

7.7. The maximum floor load amounts to 1000 kg/m².

7.8. An inclined plane is available in the back of the building, near shed 4. However, it is forbidden to drive a car/truck up to the exhibition space on the loading platform. The loading platform’s maximum load amounts to 1000 kg per loading point with an overall maximum of 4000 kg.

7.9. Heavy means of transportation are not allowed within the exhibition space.
7.10. Posters and the like can be attached to the stand panels using adhesive tape (the use of staples, drawing pins, nails, screws and the like is forbidden). Adhesive tape must be removed during the indicated disassembly period without leaving marks on the floor or stand panels. Adhesive tape which is not be removed in due time will be removed at the expense of the exhibitor. Heavier materials must be suspended from the stand frame using hooks. Any damage to the exhibition panels or floor must be reimbursed by the exhibitor.

7.11. The exhibitor can only use the inside of his stand. Any outside of the stand may not be used without prior written permission of the organiser.

7.12. The height of the standard stand panels is 2m40. Exhibitors who wish higher or lower partition walls must submit a design plan to the organiser for approval and must also obtain the consent of the neighbouring exhibitors. In no case the maximum height of a stand can exceed 5 meters.

7.13. Emergency exits, fire extinguishers and electricity boxes must remain easily accessible at all times. Therefore it is forbidden to set up any installation which impedes the accessibility of the aforementioned.

**Article 8. Cancellation or reduction of the requested stand surface**

8.1. An exhibitor must communicate his decision to cancel his participation to the organiser by registered post with acknowledgement of receipt, regardless of whether such cancellation takes place before or after the acceptance by the organiser. A demand for reduction of the requested stand surface will be treated as an cancellation of the stand.

8.2. Depending on the specific case, any cancellation or reduction of stand surface entails the payment of the following amounts by the exhibitor:

(I) If the notification of the cancellation or reduction is given at least 180 days before the start of the exhibition, 25 % of the amounts owing will be payable to the organiser by way of compensation for the unilateral cancellation.

(II) If the notification of the cancellation or reduction is given less than 180 days but at least 90 days before the start of the exhibition, 50% of the amounts owing will be payable to the organiser by way of compensation for the unilateral cancellation.

(III) If the notification of the cancellation or reduction is given less than 90 days before the start of the exhibition, the total amounts owing increased by 10 % as a compensation for the late termination will be payable to the organiser by way of compensation for the unilateral cancellation.

8.3. The organiser reserves the right to raise the amounts referred to in article 8.2 by an additional compensation if the damage suffered by the organiser exceeds the amounts referred to in article 8.2.

8.4. In the event of a cancellation by an exhibitor, the organiser reserves the right to allocate the concerned stand to another exhibitor or to post a notice ‘this stand was initially reserved by [name of the concerned exhibitor]’ on the stand.

**Article 9. Tariff Conditions and payment modalities**

9.1. Tariff Conditions

9.1.1. All prices are included in the Participation Information.

9.1.2. The organiser reserves the right to modify the Tariff Conditions in the event that such a measure is deemed necessary. Such modifications will be communicated directly to the (candidate-) exhibitors. All requests for admission submitted before the possible modifications are covered by the former Tariff Conditions.

9.2. Payment modalities

9.2.1. Once the candidate-exhibitor’s request for admission is accepted by the organiser, he will receive an invoice payable by transfer.

9.2.2. Once the candidate-exhibitor’s request for admission is accepted by the organiser, the former is required to pay to the latter the following amounts, as indicated in the Participation Information on the application date:

(I) The full price of the chosen standard stand or a stand with naked surface

(II) The costs of the chosen furniture and other extras

The abovementioned amounts owing will be referred to hereafter as ‘amounts owing’.

9.2.3. The payments are to be made within a due period of 30 days after the receipt of the invoice.

9.2.4. In the event that the payment invitation or invoice is sent within a period of 30 before the exhibition’s starting date, the exhibitor is obliged to pay immediately, i.e. the payment of the amounts owing before the exhibition’s starting date.

9.2.5. Additional orders can be made by using the ‘additional orders’ form

9.2.6. Possible additional orders during the exhibition itself will be charged later on. The prices indicated in the Participation Information will be raised by 20 %. The invoice is payable in cash.

9.2.7. The amounts owing are to be paid in euros with mention of the invoice number and the structured communication mentioned on the invoice.

9.2.8. The organiser reserves the right not to take into consideration an approved request for admission as long as the exhibitor has not settled the amounts owing.

9.2.9. Any objection regarding a payment invitation or an invoice must be communicated to the organiser by registered mail within 15 days after the sending.

9.2.10. Failure of payment on the due date of the payment invitation or invoice results, ipso jure and without prior proof of default, in the liability for a late payment interest at the rate of 12 % per year on the amounts owing. Moreover, each non-payment by due day entails the payment of a fixed penalty of 12% of the amount of the unpaid invitation or invoice.

9.2.11. Each failure of payment on the due date entitles the organiser to once again dispose of the reserved stand. The negligent exhibitor is still obliged to pay the amounts owing to the organiser.

**Article 10. General provisions**

10.1. Prohibitions

The exhibitor is formally prohibited to:

10.1.1. distribute samples, tracts or any publicity or carry out any demonstration which could inconvenience neighbouring ex-
hibitors or visitors or harm the exhibition’s reputation, image or success.

10.1.2. place any object on the outside of the stand surface while arranging the stand
10.1.3. paint or attach any publicity on the inside or outside walls, floors or ceilings of the exhibition space.
10.1.4. distribute any publicity material in or around the exhibition building, without prior written approval.
10.1.5. use audio-visual material in such a manner that the broadcast messages can be seen or heard from one or more neighbour-
ing buildings.
10.1.6. in order to attract visitors, to use noisy methods (calls) or forms of pedlary which could inconvenience neighbouring stands and visitors.
10.1.7. distribute free invitations or entry tickets at the entrance or nearby the exhibition building and to use invitations or entry tickets other than those produced by the organiser.
10.1.8. to place on the stand any dangerous materials, substances and products, explosives or inflammables and in general all substances, materials and products which the organiser deems as dangerous or of such a nature as to inconvenience exhibitors or visitors.
10.1.9. to use animals for the purpose of attracting visitors’ attention.

10.2. Prohibition of smoking
In accordance with the Royal Decree of 13 December 2005 which prohibits smoking in public places and its amendment on 6 July 2006, there is a total prohibition of smoking in the exhibition building. For each violation a fixed fine of € 100 will be charged.

10.3. Catering
Catering services within the building are the sole competence of its owners or managers.

10.4. Maintenance
The exhibitor is responsible for the maintenance of his own stand. If however cleaning or repair works seem to necessary, they will be carried out at the expense of the responsible exhibitor at cost price.

10.5. Safety
10.5.1. The organiser will provide a standard security service starting from the evening of the first installation day and during closing hours in between exhibition days. The security guards hired for this service will only be charged with the general surveillance of the exhibition building. It is therefore formally forbidden to entrust the security guards with any special assignments.
10.5.2. The exhibitors are formally forbidden to leave personnel inside the exhibition building outside the exhibition’s opening hours.
10.5.3. The exhibitor is responsible for its own material. In no case the organiser or surveillance service can be held liable for theft, damage, industrial espionage ... taking place during the exhibition. Each exhibitor is required to take out a separate insurance for the aforementioned occurrences.

10.6. Fire safety
10.6.1. Without violating the provisions of the ARAB/RGPT (General Regulation on Labour Protection) or the special provisions of the fire department regarding the special design or specific use of spaces, all installation (electrical or other) must, as a whole, comply with the stipulations mentioned in the norm NBN S21 ‘fire safety of buildings’.
10.6.2. It is strictly forbidden to organize or furnish stands using materials which are highly inflammable or can produce toxic fumes in case of fire. Only non-flammable materials from category 2 may be used for decoration. Exhibitors must at all times be able to present to the fire department or to the authorised services a certificate proving the non-flammability of the used materials.
10.6.3. All mobile decoration material (e.g. material on wheels ...) must be held at a sufficient distance from heat sources such as projectors, spots, lighting (whatsoever), light frames ...
10.6.4. It is formally forbidden to expose explosive materials and/or keep inflammable materials on the stands. This concerns all highly inflammable liquids or solids and/or liquids or solids which release highly inflammable gasses or cause intense chemical reactions when exposed to water. Such being the case, it is strictly forbidden to position gas canisters within or near the stands.
10.6.5. In the event of damage, the organiser reserves the right to take all useful measures at the expense of the responsible exhibitor. The fire department delegates from the city in which the exhibition building is located are authorised to conduct inspections and each exhibitor who appears to be in violation with the statutory regulations can be expelled immediately by the organiser, in accordance with article 15.

10.7. Photographs
The organiser reserves the right to take photographs or make video recordings during the exhibition as well as during the installation and disassembly period, and is also entitled to use, reproduce, share or exploit these photographs and video recordings in any given way.

Article 11. Force Majeure
Events considered as force majeure include fire, war, natural disasters, acts of government, energy shortages or interruption of energy supply, storm, general strikes, bomb alerts or other acts of terrorism or vandalism, unforeseen political or economical circumstances, decisions regarding the exhibitions made by the building owner or manager which render the exhibition location and/or organisation considerably more expensive and/or impossible, and any other cases or situations rendering the exhibition location and/or organisation considerably more expensive and/or impossible.
In the event of force majeure, the organiser is entitled to suspend the fulfilment of the contractual relationships with the exhibitors for the duration of the force majeure, or to terminate in full or in part these contractual relationships at any moment with immediate effect, without being liable to indemnify the exhibitors. In the event that the exhibition is cancelled, postponed or
curtailed owing to an unforeseen event or force majeure, the organiser can in no case be held responsible and the amounts paid by the exhibitors will remain acquired by the organiser, the latter not being liable to pay any reimbursement or indemnity whatsoever.

**Article 12. Cancellation of the fair by the organiser**

In the event that the organiser decides to cancel the exhibition, not owing to a case of force majeure, the organiser will be liable to reimburse all payments made by the exhibitor, without the latter being able to assert any right to an indemnity for whatever reason.

**Article 13. Insurances**

13.1. The organisers subscribe a general insurance covering the following: the liabilities which are attributed to all tenants and occupants (users of real estate) under the articles 1732 to 1735 of the Civil Code, as well as the liability for damage caused to third parties, excepting damage caused by fire, explosion, soot, smoke, ensuing from the articles 1382 and 1386 of the Civil Code.

13.2. The organiser waives any liability for damage to the exhibitor’s materials or products, regardless of the cause of the damage. Moreover, by participating in the exhibition the exhibitors automatically renounce any eventuality to hold the owner of the building liable for possible damage caused by fire or any other cause. The exhibitors are to insure their own property by an official insurance company. This insurance must include a waiver of recovery against the organiser.

**Article 14: Transfer – subletting**

All exhibitors are formally forbidden, on pain of expulsion, to sublet or transfer any right relating to the exhibition without the explicit written approval of the organiser, even if the concerned transfer or subletting is free of charge, partial or temporary.

**Article 15. Expulsion**

15.1. The organiser reserves the right to expel an exhibitor from the exhibition with immediate effect and to terminate the entire contractual relationship with him in the event that the exhibitor does not comply with the present Terms and Conditions or any other contractual provision which connects him to the organiser, proves to be bankrupt or insolvent, or admits to being unable to honour the amounts owing.

15.2. If the exhibitor refuses to leave the exhibition of his own accord, the organiser can proceed to a forcible expulsion entirely at the expense of the concerned exhibitor. In such an event the exhibitor is still under the obligation to pay all the unpaid amounts owing to the organiser. Moreover, the organiser is entitled to claim from the expelled exhibitor all additional costs ensuing from the damage that the organiser may have suffered because of this expulsion.

15.3. In case of expulsion, the exhibitor will not be able to claim from the organiser any reimbursement or indemnity whatsoever.

**Article 16. Exhibition catalogue and website**

16.1. The exhibitor is obliged to be represented in the exhibition catalogue and on the exhibition website and commits himself to provide all information necessary for this purpose.

16.2. As long as the amounts owing are not settled by the exhibitor, his information cannot be published.

16.3. The organiser renounces any responsibility for possible errors or omissions in the catalogue an on the website and reserves the right to modify the presentation or content if deemed useful.

16.4. The exhibitor declares and assures that all illustrations and other graphical and/or textual elements which he presents to the organiser to be included in the exhibition catalogue or to be passed on to the press, are free of all rights.

**Article 17. Applicable law, competent court and language**

17.1. Only the Dutch version of the present Terms and Conditions is legally binding upon the parties. Versions in other languages are mere translations and therefore have no force of law. In the event of discrepancy between the different versions or in the event of dispute, only the Dutch version can be invoked.

17.2. In the event of disputes concerning the validity, content and/or interpretation of the present Terms and Conditions, Belgian law will apply exclusively. All disputes concerning the validity, content and/or interpretation of the present Terms and Conditions will be referred to the courts of Antwerp exclusively.