

General terms and conditions of sale and delivery of Expose IT

Art. 1. - Definitions

1. 'Expose IT' means the private company with limited liability Expose IT BV, the private company with limited liability Cloud Expo BV, her legal successor by universal or singular title, any third parties they engages and/or any natural or legal person affiliated to them.
2. 'Customer' means the natural person or legal person who wants to enter into or has entered into an agreement with Expose IT.
3. 'Trade fair' means every instance in which Expose IT provides physical space and/or opportunity to the customer for the purpose of sale, providing information or promotion by the customer to third parties.
4. These general terms and conditions apply to all offers, sales and supplies of goods and services made by Expose IT. If Expose IT does not demand or has not continuously demanded strict compliance with these terms and conditions, (implicit) relinquishment of rights cannot be derived from this. Derogating provisions can only be agreed in writing and in that case, only for each individual order.

Art. 2. - Offers/prices

1. All offers made by Expose IT are without obligation, also if the offer includes a reply period. The amounts stated are given in euros unless otherwise indicated.
2. All prices stated are exclusive of VAT and additional costs such as transport, quality inspection and any levies, unless explicitly agreed otherwise.
3. If the customer is acting as agent, authorized representative or as an intermediary on behalf of a third party which shall actually purchase the products or services from Expose IT, the customer himself guarantees the performance of the agreement.
4. All prices charged by Expose IT can be indexed on an annual basis. Expose IT is furthermore authorized to change every price equitably if its costs, such as but not limited to costs of personnel, assisting personnel or assisting organisations or rent, have increased to a significant degree since the price was set.
5. If Expose IT provides customer with an example, model, image, brochure, (test) object, (colour) sample, report or similar item as an indication of the goods to be supplied in fact, this is assumed to be only a general indication, unless Expose IT explicit indicates that a particular property of such an item may be considered as guaranteed. Expose IT is not obliged to provide customer with test reports or test data of its products. Expose IT is authorized to charge a fee for the items and information referred to in this article.

Art. 3. - Delivery

1. The services are performed, if no place is agreed, at a location to be chosen by Expose IT.
2. The customer and Expose IT will determine by consultation one or more dates and/or (execution) terms for the performance of the services. Expose IT seeks to adhere to these dates and/or (execution) terms as much as possible, but they are never final, nor is Expose IT liable for any loss of the customer if the agreement is performed on a different date and/or (execution) term than agreed. Should customer nevertheless express complaints about the dates and/or (execution) terms, the time limit for lodging a complaint referred to in article 6 applies in full force. If no end date is agreed for the supply of continuous services, the agreement is deemed to have been entered into for a open ended time period.
3. If the agreed method of delivery of goods or the performance of services by Expose IT requires access to the (company) location(s) of the customer, customer ensures a safe (working) environment where, if necessary, items which are reasonably required for the performance of the agreement can be used free of charge. The customer shall adhere to the instructions of Expose IT with regard to the performance of the services at all times.
4. If customer does not purchase or takes ownership of the services on the agreed dates or does not give Expose IT the opportunity to provide its services on the agreed dates, even if the performance is hindered

by circumstances which are within the scope of risk/control of customer, all ensuing consequences are entirely at the risk of customer. This explicitly includes additional accommodation, transport and/or storage costs.

5. Expose IT is authorized to supply and invoice goods or services purchased by the customer in (chronological) parts. Expose IT is entitled to suspend the performance of a part until customer has inspected the previous part and approved it in writing. Faults identified by the customer in a partial delivery or partial performance do not entitle customer to suspend the payments or acceptance of other parts.
6. Expose IT is authorised to have her contractual obligations partially or completely performed by third parties.
7. The customer ensures that all information of which Expose IT has indicated that its relevant for the performance of her contractual obligations and/or all information which the customer understands or should understand to be relevant for the same, is provided to Expose IT in a timely manner. If such information is not provided to Expose IT in a timely manner, Expose IT is entitled to claim the damages resulting from the delay from the customer in accordance with the applicable prices at that time. The timeframe in which Expose IT has to perform her contractual obligations does not start until the customer has provided all the aforementioned information to Expose IT.
8. If it becomes apparent before or during the performance of the agreement that the agreement needs to be amended or expanded for the proper performance thereof, parties will come to such changes in reasonable negotiations and in a timely fashion. If the agreement is changed, regardless whether the changes are initiated by one of the parties or the relevant authorities, this can influence the nature, size, content, price or period of the contractual obligations originally agreed upon. The customer accepts the possibility of such a change in the agreement in advance.

Art. 4. - Payment

1. Expose IT is entitled at any time to require a prepayment from customer and can suspend the delivery in all circumstances until the relevant prepayment has been received in the specified bank account of Expose IT.
2. Invoices must be paid within fourteen days of the invoice date. The customer waives every right to settlement or suspension of his obligation to pay to (or in connection with any (alleged) claim of customer against) Expose IT. The customer has no right to suspension.
3. If the customer does not fulfil his obligation to pay in time, he is in default by operation of law. The commencement of the default of customer makes any other claims of Expose IT against the customer immediately due and payable. After the commencement of the default, Expose IT is authorized to charge 1.5% interest per month on the outstanding amount from the day the default of the customer commences until the date on which payment is made in full. A part of a month shall hereby be considered as a whole month each time.
4. If the customer does not fulfil his obligation to pay in time, customer incurs an immediately due and payable penalty of 15% of the relevant invoice amount. This penalty applies in addition to the right of Expose IT to claim the actually incurred damages from the customer.
5. The customer is obliged to pay in full all (extra) judicial costs of Expose IT which arise from customer's failure to perform the agreement, which explicitly includes lawyer's fees.
6. If prejudgment garnishment or attachment in execution chargeable to customer is imposed on Expose IT, Expose IT is entitled to charge the customer € 250,- exclusive of VAT as immediately due and payable penalty for the costs of the handling of the attachment.
7. Any obligations of the customer become immediately due and payable if customer is declared insolvent or applies for a moratorium, or (if customer is a natural person) is admitted to the WSNP (Wet Schuldsanering Natuurlijke Personen or 'Debt Repayment Natural Persons Act'), or loses the power of disposition of its assets or parts thereof through attachment, a guardianship order or otherwise, unless the guardian or administrator recognizes the obligations arising under the agreement as bankruptcy estate.

8. The customer is not permitted to create security interests on any (partial) claim(s) against Expose IT, transfer them to third parties or encumber them in a similar way. The purpose of this provision is property-law effect as meant in Article 3:83, paragraph 2, Dutch Civil Code.
9. In accordance with the provisions of Article 2:346, paragraph 1 under e Dutch Civil Code, Expose IT is authorized to request an inquiry with respect to customer (and the group of companies to which it belongs) at all times.

Art. 5. - Termination and force majeure

1. Expose IT is authorized to terminate the agreement with customer (at any given time) without stating reasons, and without being liable for any damage suffered by customer as a result thereof. Partially executed performances already delivered shall be paid by the customer to Expose IT in proportion to the extent to which the performance has been implemented with respect to the entire performance.
2. In the performance of the agreement, the delivery or supply dates and/or (execution) terms (both non final as referred to in article 3 paragraph 2 and final, as possibly agreed to outside this article) are extended by the period during which Expose IT is prevented by force majeure to fulfil its obligations.
3. There is a situation of force majeure on the part of Expose IT, if Expose IT, after entering into the agreement, is prevented from fulfilling its (preparatory) obligations under the agreement as a result of, for example, (civil) war, danger of war, terrorism, riot, wilful damage, vandalism, fire, water damage, flood, strikes, industrial action, factory sit-in, epidemics, import and export impediments, government measures, machinery defects, physical or mental illness of persons important to the agreement, data and mains services supply interruptions, all this in the broadest sense and both in the business of Expose IT and of third parties from which Expose IT must acquire the necessary goods or services fully or partially, as well as for the storage or during transport, by the company itself or otherwise, and furthermore due to all other causes that arise through no fault of Expose IT or beyond its control.
4. Expose IT is also authorized to plead force majeure if the circumstance which prevents the (further) performance starts after Expose IT should have performed its obligations or while the agreement has already been partially performed.
5. If, due to force majeure, the delivery is delayed by more than two months, both Expose IT and the customer are authorized to inform the other in writing that the agreement is terminated. In that case, Expose IT is entitled to compensation of the performance it has already delivered and costs it has already incurred.

Art. 6. - Guarantees and complaints

1. Expose IT guarantees that its goods or services to the customer are suitable for normal use and satisfy the current legal requirements in the Netherlands during the normal service life, on condition that the customer has used the goods or services in accordance with the manual and/or other instructions supplied. If the contractual obligation of Expose IT was performed by a third party and was delivered by Expose IT to the customer without a material change, then the guarantees given to the customer by Expose IT are limited to those guarantees given by said third party to Expose IT.
2. The customer is obliged to investigate or arrange the investigation of the performance delivered after delivery or supply for quality, quantity, operation, other important characteristics, etc.
 - a. Complaints relating to each visible or observable fault with respect to the performance of Expose IT, such as the appearance, number, size or weight of the product, must be made known by customer to Expose IT in writing within no more than eight days of delivery.
 - b. Complaints relating to each non-visible or observable fault with respect to the performance of Expose IT must be made known by customer to Expose IT in writing within no more than eight days of discovery. If customer does not report a complaint in time as specified in this article, any right of customer against Expose IT concerning the alleged fault in the performance lapses.

3. Each form of guarantee for a product lapses if a fault arises as a (direct or indirect) consequence of injudicious or improper use thereof, use after the expiry date, incorrect storage or incorrect maintenance. This also applies if the customer or third parties have made or have tried to make changes to the performance without the written permission of Expose IT.
4. Customer cannot rely on article 6:228 and 6:230 paragraph 1 Dutch Civil Code.

Art. 7. - Liability

1. If Expose IT should be liable on whatever basis, this liability is limited to the terms of this provision.
2. Expose IT is not liable for damage, regardless of its nature, which arose because Expose IT laboured under any incorrect or incomplete data supplied by or on behalf of the customer.
3. Any liability of Expose IT for indirect damage of the customer (and/or of third parties), including consequential damage, loss of profits, missed savings and/or damage due to (business) interruption, is excluded.
4. Expose IT is only liable for direct damage of customer (and only if the fault was reported in time in accordance with article 6). This liability never amounts to more than the amount paid by the insurer of Expose IT in the applicable situation. If the insurance, for whatever reason, does not make a payment or the insurance is absent in the given case, the compensation amounts to no more than twice the invoice value (exclusive of VAT) of the (part) performance which caused the damage, taking into account that the liability of Expose IT in such a case never amounts to more than € 5,000.
5. Direct damage is understood to mean exclusively:
 - a. the reasonable costs for establishing the cause and scope of the damage, in so far as the establishment relates to damage within the meaning of these terms and conditions;
 - b. any reasonable costs incurred to make the faulty product or service of Expose IT conform with the agreement, unless the faultiness cannot be attributed to Expose IT;
 - c. reasonable costs incurred to prevent or limit damage, in so far as customer demonstrates that these costs resulted in the limitation of direct damage within the meaning of these general terms and conditions.
6. Customer cannot rely on article 7:404, 7:407 paragraph 2 and 409 Dutch Civil Code. Customer shall furthermore indemnify Expose IT against all claims/actions (for liability) which are alleged by third parties against Expose IT. Customer shall provide Expose IT with all (written) information requested by Expose IT about the (business conducted with the) third party. If a third party states a claim against Expose IT the customer is obligated to aid and defend Expose IT both within and outside of court and to do everything that is necessary for a successful legal defence, all without delay. Should the customer fail to perform these duties, then Expose IT is allowed to perform these actions herself without a notice of default to the customer. All related costs and damages on the side of Expose IT are to be paid by the customer.
7. If it is established that a claim made by the customer is unfounded, all costs which arose for Expose IT thereof, including any research costs, will be paid by the customer in full.
8. The limitations of the liability for direct damage included in these terms and conditions do not apply if the damage can be attributed to intentional act or gross negligence of Expose IT or its subordinates.

Art. 8. - Intellectual property and privacy

1. Notwithstanding the other provisions of these general terms and conditions, Expose IT reserves the rights and powers to which it is entitled pursuant to the Dutch Copyright Act and all other intellectual laws and regulations. Permission to use the intellectual property of Expose IT may not be concluded from the agreement between Expose IT and customer, unless this has been stated explicitly.
2. All documents provided by Expose IT, such as designs sketches, drawings, software, reports, advice, agreements etc, and items are intended exclusively to be used by customer, and without prior written permission from Expose IT may not be reproduced, published or made known to third parties by customer, unless otherwise implied by the nature of the documents. Customer is not permitted to register itself or a third party as right-holder or owner of any intellectual property of Expose IT.

3. Expose IT reserves the right to use knowledge obtained by the performance of activities for other purposes, in so far as no confidential information is brought to the knowledge of third parties.
4. In the event customer breaches the provisions of paragraphs 1 and 2 of this article and/or the provisions of article 9 paragraphs 1 and 2, customer incurs a penalty of € 10,000 per breach and € 750 per (part of) day that the breach continues thereafter. This penalty applies in addition to the right of Expose IT to claim her actual damages from the customer.
5. In performing her contractual obligations to the customer Expose IT uses digital communication and cloud computing. Expose IT is the data controller for the processing of personal data and does so in accordance with her legal obligations and her privacy statement. Expose IT takes the appropriate organisational and technical measures to safeguard the data. Expose IT is not liable for the loss of any data or unauthorised access thereof which occurs despite these measures. Expose IT is also not liable for loss of data or unauthorised access, even if this occurs during the transfer of data over public networks or when using third-party networks and systems. The customer agrees that Expose IT uses digital communication tools and services, including cloud services, for storage and transmission of data.

Art. 9. - Confidentiality

1. Customer is obliged to keep secret from third parties all information which it obtains intentionally or unintentionally as a result of the (trade) relationship with Expose IT and of which it knows or should presume that Expose IT could have an interest in its confidentiality, including but not limited to all possible financial information and all forms of intellectual property.
2. If customer engages third parties which could possibly become aware of the information referred to in paragraph 1, customer shall impose a contractual confidentiality on these third parties which is at least equal to that agreed here.
3. The obligation of confidentiality does not apply if a party is obliged to disclose information as a result of a statutory provision or a non-appealable court ruling.

Art. 10 - Trade fairs

1. In addition to all other articles of these general terms and conditions, the rules of this article apply to agreements pertaining to trade fairs, without an argument *a contrario* with regard to the rest of the general terms and conditions being permitted.
2. If the customer dissolves an agreement pertaining to a trade fair (and/or fails to physically appear at the trade fair), Expose IT is entitled to the following part of the total value of the contract:
 - more than 365 days before the agreed starting date of the trade fair: 25%;
 - between 365 and 62 days before the agreed starting date of the trade fair: 50%;
 - between 62 and 31 days before the agreed starting date of the trade fair: 75%;
 - less than 31 days before the agreed starting date of the trade fair: 100%.This compensation applies in addition to the right of Expose IT to claim the actually incurred damages from the customer.
3. The customer is obligated to follow the house rules of the venue where the trade fair takes place as well as any instructions given by Expose IT at all times. The customer avoids danger, endangerment and/or nuisance to third parties, especially with regard to all items placed on/over/near the space made available to the customer by Expose IT.
4. Expose IT has, at her own discretion, the right to change the characteristics of the trade fair previously agreed upon with the customer, such as the (preparation) dates, the location, the theme, the promotion, the floorplan and/or the actual execution of the trade fair, without being liable towards the customer.
5. The customer shall neither for free nor against payment allow third parties to use the space on a trade fair made available to the customer by Expose IT.
6. Ambulatory sales or promotion outside the space made available to the customer by Expose IT is not permitted either at the location where the fair takes place or in the immediate vicinity thereof.

7. The customer ensures her interests and risks are covered by proper insurance.
8. If Expose IT has made space on a Trade fair available to the customer, the customer will leave this space at the end of the agreed period of use in a clean and completely vacated state. Should the customer fail to do so, Expose is entitled to carry out all necessary work to this end herself without notice of default. All associated (cleaning, transport and/or storage) costs are to be reimbursed by the customer.

Art. 11. - Concluding provisions

1. All agreements to which these provisions apply are governed by Dutch law. The applicability of the Vienna Convention (CISG) is precluded. A dispute between parties shall be submitted exclusively to the competent court in the Dutch place of business of Expose IT. Only Expose IT also has the right to make an application to the court which is competent in accordance with the statutory provisions.
2. Notwithstanding the provisions of paragraph 1 of this article, customer and Expose IT agree, exclusively if Expose IT desires this, to submit a dispute to an arbitration body to be chosen by Expose IT.
3. If and to the extent that these general terms and conditions are contrary to any mandatory provision of national or international legislation, only this provision shall be considered as not agreed and these general terms and conditions shall continue to bind parties for the rest. In such a case Parties commit to agree by consultation on a new provision which approaches as much as possible the meaning intended by parties in the provision which proved to be non-binding.
4. Expose IT can change and/or supplement these general terms and conditions at any time and declare the new version applicable to the customer, provided that Expose IT observes an application period of two months after the written notification of the change to the customer. The customer will be bound by the new terms and conditions at the end of the application period, unless he has terminated the contractual relationship with Expose IT by that date at the latest.
5. If these general terms and conditions are translated into a language other than Dutch, the Dutch text prevails in the interpretation thereof.