

GENERAL TERMS AND CONDITIONS AND CODE OF CONDUCT FOR EXHIBITORS – NWO

Article 1 Applicability

- 1.1** These terms and conditions apply to every offer made by the Dutch Research Council (hereinafter: "NWO") and to every agreement between NWO and the party acting as an exhibitor (hereinafter: "the exhibitor") for an event organised by NWO (hereinafter: "the event"). The applicability of any general terms and conditions of the exhibitor is explicitly excluded.
- 1.2** Exhibitor refers to all organizations or individuals presenting, demonstrating, or otherwise operating a stand on the exhibition floor.
- 1.3** Any house rules and/or general terms and conditions of the relevant event venue also apply to every offer and agreement.

Article 2 Formation, cancellation, and termination of the agreement

- 2.1** An agreement between NWO and the exhibitor is concluded as soon as NWO has received a (digitally) signed exhibitor agreement from the exhibitor. Until the agreement has been signed, NWO is entitled to amend or withdraw its offer.
- 2.2** The agreement may be terminated prematurely by either party with immediate effect, without court intervention and without prejudice to the right to claim damages, if:
- the other party has applied for a suspension of payments, requested application of the WHOA, is declared bankrupt, or is dissolved;
 - the other party fails to fulfil a material obligation under the agreement and does not remedy this default within a reasonable period after having been given notice of default.
- 2.3** Unless otherwise agreed in writing, the agreement shall terminate by operation of law after the event has ended. Except in the cases mentioned in Article 2.2, the exhibitor may not terminate the agreement prematurely or early.

Article 3 Conditions for exhibitors

- 3.1** NWO is entitled to recruit additional (main) exhibitors for the event alongside the exhibitor.

Article 4 Fees and payment

4.1 NWO conferences are subject to VAT. The agreed fees will therefore be increased by VAT.

4.2 Unless otherwise agreed in writing, payment must be received in full by NWO no later than 1 (one) month after the date of the event. NWO will issue an invoice in a timely manner.

4.3 The exhibitor is not entitled to suspend payment, apply a discount, set off, or withhold payments on the basis of any claim against or action of NWO.

4.4 In the event of late payment, the exhibitor will be in default immediately and all claims of NWO will become immediately due and payable.

Article 5 Changes and cancellation of the event

NWO reserves the right to change the dates, opening hours, location, and programme of the event. If the event is cancelled, NWO will inform the exhibitor in advance. NWO will only refund participation fees already paid and shall not be liable for any further damages or costs.

Article 6 Liability

6.1 NWO shall not be liable for any damage or injury suffered by the exhibitor, its property, or persons/goods present on behalf of the exhibitor, unless such damage or injury is the result of intent or gross negligence on the part of NWO.

6.2 The exhibitor is liable for, and indemnifies NWO against, all claims by third parties arising from damage or injury caused by persons or goods on behalf of the exhibitor.

Article 7 Transfer

The exhibitor may not transfer its rights and/or obligations under the agreement to third parties without the prior written consent of NWO.

Article 8 Intellectual property

All intellectual property rights relating to formats, names, concepts, and other materials developed under the agreement in connection with the event shall exclusively belong to NWO.

Article 9 Code of conduct

9.1 The exhibitor participates in the event as part of a broad and diverse scientific community. NWO strives for an open, inclusive, and respectful environment in which the exchange of knowledge is central.

9.2 The exhibitor is at all times fully responsible for the content, message, and presentation of its stand and activities. The exhibitor acknowledges that its presence may evoke diverse reactions among participants. NWO does not necessarily endorse the views, products, or services of exhibitors and accepts no liability for reactions, perceptions, or expressions of participants in relation to the presence or activities of an exhibitor.

9.3 The exhibitor undertakes to act professionally and respectfully at all times, in accordance with applicable laws and regulations, and with due regard for the diverse backgrounds, perspectives, and values within the scientific community.

9.4 NWO reserves the right at all times, at its own discretion, to take appropriate measures in the event of behaviour or circumstances that may endanger the safety, order, integrity, or reputation of the event, including but not limited to the removal of the exhibitor, its staff, and/or materials from the event, without any entitlement to compensation.

9.5 The exhibitor fully indemnifies NWO against all third-party claims, damages, costs, and liabilities arising from or related to the exhibitor's participation in the event, including claims resulting from participants' reactions to the presence or activities of the exhibitor.

Article 10 Disputes

All agreements are governed by Dutch law. Disputes shall be submitted exclusively to the competent court in The Hague.