



## TERMS OF PARTICIPATION

In these Rules,

**The organizer means**

Navingo B.V.

**Registration form means**

The document describing and setting out the participation agreement. This is the agreement under which the organizer provides the participant with booth space, 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, in this case Offshore Energy 2012, of which the participation agreement is concluded.

**Booth space means**

The exhibition area expressed in square meters and made available to the participant, the location and form of which are indicated by the organizer.

**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 booth 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 booth space and other agreed services and for the general organizational services provided and to be provided by the organizer as described in that agreement.



## CONDITIONS

### 1. DATES AND DURATION

1.1. If special circumstances so justify in the organizer's opinion, the organizer may change the dates fixed for the event or cancel organization of 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 pay fully the other expenses incurred by or on behalf of the organizer at his request in connection with his participation.

1.4. The participant may in no circumstances enforce any rights or damages, attributable to a decision as described in paragraph 1.1.

### 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, in each case without discount or offset, unless a divergent due date is indicated.

2.2. The organizer is entitled to submit an invoice as soon as it has had the registration form returned to it 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, interest will be charged at the legal rate from the point when the claim has matured. 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 regard the participation agreement as terminated with immediate effect following written or oral notice and notice of default, should the participant not have paid, not fully paid or not duly paid the participation charges or any other sum due to the organizer. In such a case, the participant remains liable for full payment of the entire participation charges and the other expenses incurred in connection with his participation, without being able to claim compensation for loss, in any form whatever, in respect of termination.



### 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 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.

### 4. IMPEDIMENT, INSOLVENCY, LEGAL SUSPENSION OF PAYMENTS

4.1. Should the participant be unable through special circumstances beyond his control to make use of the agreed booth space and/or services, the organizer may at the participant's request dissolve the participation agreement, up to a maximum of 6 months before the event commences, in which case 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. 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. RULES FOR PARTICIPANTS

5.1. If applicable, the rules for participants at the location will be deemed to form part of these Terms of Participation. The Rules may be obtained from the organizer free of charge at any time.