

NCT

Terms and Conditions

These Terms & Conditions apply to all NCT Events and have been deposited at the Chamber of Commerce in The Hague in The Netherlands on October 29th, 2020 and are valid on all bookings made from October 29th, 2020.

For bookings made before this date, our (similar) Terms and Conditions apply, which can be sent on request.

1. Definitions

'Event' is the item described in the contract under the heading event.

'Organizer' is NCT Consultants BV and/or CBRNe Society registered in The Netherlands organizing the event. In order to determine which of them qualifies as Organizer, the determining factor is who has contractually committed to the other party.

'CBRNe Society' is The foundation under Dutch law Stichting CBRNe Society trading under the name IB Consultancy, Registered in the Trade Register of the Dutch Chamber of Commerce under number KvK 68846622.

'Delegate' is the person participating in the event including those representing exhibiting or sponsoring companies.

'IB Consultancy B.V.' is the private company under Dutch law Homeland DefSec B.V., trading under the name IB Consultancy, Registered in the Trade Register of the Dutch Chamber of Commerce under number KvK 58349510.

'Exhibitor' is the party exhibiting at the event, which may include sponsors that also exhibit.

'Sponsor' is the party sponsoring the event, part of the event or a component of the event.

'Advertiser' is the party advertising at one of the event media.

'Participant' is a party attending the event such as Delegates, Exhibitors, Sponsors, and Advertisers.

'Booking' refers to the confirmed participation at the event by a delegate, exhibitor or sponsor that is confirmed by signed quote, booking form, purchase order, payment or other action including verbal agreement that expresses the intention to participate.

'supplier' refers to the supply partners the organizer works with to provide services/products.

2. General

1 All delegates or their representative, employee, or contractor, booking or attending the Event, exhibitors, sponsors and advertisers or their representative, employee or contractor attending the Event will comply with these terms and conditions, the rules and regulations stipulated by the Organizer and or the venue, and all applicable laws.

2 If a third party is booking the delegate place for the delegate (for example a company booking for an employee), both the third party booking the delegate place and the delegate accept the contract and these terms and conditions. The party signing the agreement must make sure that both the contracting party and the delegate understand and agree to these terms.

3 The Organizer is an independent conference organization and takes no responsibility for the views or actions of any organization speaking, attending, or promoting at its events.

4 The Organizer reserves the right to prohibit, reject or remove any delegate in the case of failure to comply with these provisions, in which case no refund is given.

5 If any terms or condition is determined to be illegal, invalid, or otherwise unenforceable, it will be severed from these terms and conditions and the remaining terms and conditions will survive and remain in full force and effect.

6 Organizer undertakes to promote the conference but cannot guarantee the delegate numbers in attendance at the event or the profile of the attendees.

7 The Organizer reserves the right to re-plan the exhibition space and amend the Conference program at its discretion.

8 Organizer will provide an event manual prior to the event, stipulating the exact procedures and applicable rules on its website.

9 Organizer reserves the right to refuse or remove displays, video screens, banners or other materials that can be perceived as improper, slander or insulting to third parties.

10 All delegates are required to behave properly and do not act in a manner that can be perceived as improper, slanderous, or insulting to others. Delegates are required to wear proper attire as indicated on the event documentation. Organizer reserves the right to refuse or remove delegates from the event that do not comply with these rules. The organizer will not offer a refund or compensation.

11 Delegates participating in the event without a confirmed booking are required to pay the full Commercial Delegate Fee without discount. Exhibitors that bring more people than they have booked for are also required to pay the full Commercial Delegate Fee, irrespective of the amount of time a person attends the event.

12 Organizer will process and store both information about the Participant Company and the personnel of that company for its business purposes. The organizer will use this information to send Participant information about the event, about other events and about other relevant topics including marketing mailings and may share this information with third parties. Participant agrees, when applicable also on behalf of its personnel, with the processing, storing and use of such information.

3. Booking

1. All bookings, whether by booking form, quote, telesales, by verbal agreement or over the internet, constitute a contract between the Organizer and the Delegate on which these Terms and Conditions are applicable.

2 The booking is confirmed by the organizer by email.

3 Organizer reserves the right to refuse bookings at any moment for any reason it sees fit.

4 Allocations of exhibition booths, sponsorship and advertising are not final until the applicant has made payment in full, and the allocation has been confirmed in writing by the Organizer.

5 The Organizer reserves the right to re-plan the exhibition space and amend the Conference program at its discretion.

4. Exhibitors

1 Exhibitors are responsible for the prompt and timely delivery, setup, and removal of all exhibit materials. If an exhibitor fails to occupy their booth by the exhibition opening time, the Organizer is authorized to cause the booth to be occupied in the manner it

deems appropriate for the interests of the exhibition and without releasing the exhibitor from any liability whatsoever.

2 Exhibitors must keep and maintain their booth in good order and provide staff for their booth for the duration of the exhibition. Name tags will be issued to all exhibitors and their staff; these are not transferable and must be always worn during the Conference.

3 Exhibitors must not damage any walls, partitions, floors or ceiling of the venue or the exhibition area in which the exhibitor's booth is located in any way. The exhibitor is liable for such damage.

4 Exhibitors must not erect any sign, stand, wall or obstruction which, in the opinion of the Organizer, interferes with an adjoining exhibitor or that are placed outside the designated exhibition space. The Organizer has the right to move or remove such items or have them moved/removed at the Exhibitors expense.

5 Booths must not be sublet in any manner.

6 Failure to comply with the rules under this section may result in the organizer charging the exhibitor a fine of up to EUR 10.000 plus damages.

5. Sponsors

1 All banners, signage, gifts, satchel inserts, and promotional material must be approved by the Organizer prior to use and must be delivered at the exact time and location indicated by the Organizer. If late delivery or non-approval of the items causes the items to be rejected, organizer shall not refund or compensate sponsor.

2 Sponsors are responsible for delivery, setup, and removal of all sponsorship materials unless otherwise notified by the Organizer.

3 Presentations must be delivered in the indicated format (like PowerPoint) at a minimum of 3 weeks prior to the event. Failure to deliver may result in refusal of the presentation or additional costs for last-minute checks.

6. Advertisers

1 The Organizer reserves the right to reject advertising deemed not to be in keeping with its professional aims.

2 Inserts must be approved in writing by the Organizer. Advertisers are advised not to print their inserts until they receive confirmation that the insert has been approved by the Organizer.

3 Advertisers are required to pay in full for advertisements by the deadline date for material, otherwise the advertisement will not appear without any refund.

4 Where an advertisement is not published through no fault of the advertiser, the advertising fee that has been paid will be refunded.

5 Organizer provides at request Design services. Within the agreed fee for these services, one revision of a design is included. If the participant wishes to have the Organizer make additional changes, the Organizer will charge separately for these changes.

7. Costs and payment

1 All costs for participating in the event will be as stated in the contract.

2 The contract/signed quote/booking confirmation is a tax invoice upon payment. Please contact Organizer if you prefer a separate tax invoice.

3 Payment for the event is due at the date of booking unless agreed differently in the contract.

4 If payment is not made within the stated payment term, the organizer will send a reminder. If payment is not made within the time period given in the reminder, the organizer may reassign the agreed booth space and assign a new booth space after payment is received. If the organizer reassigns booth space, it does not cancel the agreement, nor does it give the Exhibitor or Sponsor the right to cancel the booking.

5 If payment is overdue more than 15 days, any discounts given on the contract are cancelled and the stated list prices are due plus an interest rate of 8 (eight) percent for each month or part of it that the payment is late. At request, the organizer can send a new invoice to reflect these changes.

6 If payment is not received 30 days before the event, the organizer has the right to refuse access to the event, while full payment is still due. For bookings made within the last three weeks before the event, the organizer will not refuse access unless no payment is received at the time of the event.

7 Payment by credit card, or payment on site for exhibition or sponsorship packages may incur extra costs of up to 10%.

8. Cancellations

1 The Organizer is not liable in any respect to any party in any respect should the event be cancelled, rescheduled or relocated for any reason.

2 The Organizer is not liable in any respect to any party in any respect should access to the event space be prevented, postponed, delayed or abandoned for any reason.

3 All cancellations or withdrawals of bookings must be in writing and will incur a 100% penalty fee.

4 Delegates may send a replacement delegate in his/her place. The original delegate should inform the organizer no later than two weeks before the start date of the event of this replacement in order to be able to be replaced at no costs. Within 14 days of the event, the replacement fee is EUR 50 (fifty Euros).

9. Force Majeur

1 The Parties recognize that the entering into their agreement takes place in uncertain times due to the COVID-19 coronavirus and the associated health issues, as well as measures to limit the further spread of the virus.

2 In the event that government measures to combat the COVID-19 coronavirus or any other virus or the consequences thereof render the performance of the obligations of the Organizer impossible, such as, for example a ban on gatherings or a ban on international travel, the obligations of the Organizer will be suspended. In case of dissolution according to this article, the Organizer is not liable for any damage whatsoever in connection with the non-performance of the agreement.

10. Assignment of rights and duties, amendments and governing law

1 Organizer will not be held liable for any damages, injuries, death, or other consequences from any acts taking place prior, during or following the event by other participants or others.

2 The Organizer will not be liable for the negligence of any delegates prior, during or following the event, and each delegate agrees to indemnify and hold blameless the Organizer in respect of any claim for loss or damage of any kind arising out of or in conjunction with the Event.

3 The parties may not without the other party's written consent assign its rights or duties under this agreement to any third party. Such consent may not be refused without factual cause.

4 This agreement may only be amended subject to a written schedule duly signed by both parties.

5 In case of disagreement between the parties as to the performance of this agreement, the parties undertake to keep a conciliation meeting at eight days' notice where the parties' advisers, if any, will participate; the purpose of the meeting is to open negotiations with a view to solving the dispute. If the conciliation meeting has been held without any agreement between the parties, either party is entitled to take legal action in accordance with the section below.

6 This Agreement shall be governed, subjected to, and construed in accordance with the laws of The Netherlands. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded. All disputes arising in connection with the present agreement, or further agreements resulting therefrom, shall be settled in accordance with the Arbitration Rules of the Netherlands Arbitration Institute. The arbitral tribunal shall be composed of one arbitrator. The arbitral tribunal shall be appointed according to the list procedure. Consolidation of the arbitral proceedings with other arbitral proceedings, as provided for in Article 1046 of the Dutch Code of Civil Procedure and Article 39 of the Arbitration Rules of the Netherlands Arbitration Institute, is excluded. The place of Arbitration will be The Netherlands and the language of arbitration shall be English. Any award of the arbitrator shall be final and binding on the Parties and shall be enforceable by the relevant Courts. A dispute exists if one of either Party notifies the other Party of this dispute.

7 Organizer is not liable for damages caused by third party suppliers Organizer has contracted to provide products or services to Participant or other parties to the agreement on which these Terms and Conditions apply. When Organizer provides Participants with the name of a preferred supplier for certain services or products, such as hotel rooms, or exhibitor services, this does not constitute acceptance of Organizer of any responsibility, nor will it be party to any agreement between supplier and Participant.