

**Terms & Conditions participation Netherlands Pavilion  
AgroWorld Uzbekistan 15 – 17 March 2023 in Tashkent  
organized by Phaff Export Marketing BV  
on behalf of the Netherlands Ministry of Agriculture, Nature and Food Quality**

Upon acceptance of your completed Application Form, the following Terms & Conditions will be in effect and are subject to such additions or changes as may be made by Phaff Export Marketing BV. Exhibitors will be promptly advised of any changes or additions.

1. **Phaff Export Marketing BV**, located at Veluwezoom 5 (1327 AA) in Almere, is acting as Netherlands Pavilion organizer of the AgroWorld Uzbekistan (March 2023) on behalf of the Netherlands Ministry of Agriculture, Nature and Food Quality.

Phaff Export Marketing BV under-takes within the framework of the offer submitted to carry out under point 6 ('price of the booth includes/excludes') below, on the condition that the requisite number of Exhibitors apply.

2. The following **conditions** as well as rules and regulations laid down by the show organizers (copy available on request at Phaff Export Marketing BV), are part of the Participation Agreement made through the submission of the application form as though fully incorporated therein, and each participant, hereinafter referred to as Exhibitor, is bound by each and everyone thereof. Phaff Export Marketing BV reserves the right to exclude participants in the case of a well-founded reason.
3. Besides the **privacy policy** of Phaff Export Marketing BV, Exhibitor agrees that their personal data will be processed by the show organizers as well in strict accordance with the Law of the Republic of Uzbekistan (see [Confidentiality Policy \(agroworld.uz\)](https://www.agroworld.uz/Confidentiality-Policy)).
4. **The application** is only final upon receipt of the confirmation of application by email from Phaff Export Marketing BV and as of that moment irrevocable.
5. The Exhibitor **application deadline** is January 15, 2023 (15-01-2023).
6. If there are not enough participants for the Netherlands Pavilion on January 16, 2023 (16-01-2023), the **Netherlands Ministry of Agriculture, Nature and Food Quality has the right to decide to cancel the participation of the Netherlands Pavilion**. In this case, Phaff Export Marketing BV will inform the Exhibitor in written by email latest by January 18, 2023. Phaff Export Marketing BV is not liable for any costs made.
7. **Participation fee includes/excludes:**
  - The participation fee includes:
    - Advice, preparation and organization
    - Collective Trade Press activities
    - Rent exhibition space
    - Project management of the collective submission
    - Standard booth:
      - Carpet
      - Wall panels
      - Orange fascia panel with company name
      - Plug socket 220v 2 kW
      - 2 Spotlights
      - Counter
      - Logo on counter
      - Bar stool

- Table
  - 2 Chairs
  - Waste basket
  - Daily stand cleaning
  - Use of lounge facilities, including coffee, tea and water
- The participation fee does not include:
    - Extra furniture, graphics etc.
    - Connection and consumption of extra electricity
    - Connection and use of water
    - Transport and handling of exhibition goods
    - Extra promotion material
    - Special provisions such as stand assistance, translators etc.

Any addition requests that fall outside the standard booth will be invoiced one to one to the Exhibitor.

8. **Deadlines** as set by Phaff Export Marketing BV and/or the show organizers must be respected by the Exhibitor in order to avoid additional/extra costs. Phaff Export Marketing BV is not responsible for any costs or problems if the exhibitor has not met the deadline.
9. **Exhibit space assignments** within the pavilion are made on a first-come, first-served basis. No assignment will be official until a completed application and the proper participation fee payment has been received and accepted by Phaff Export Marketing BV. The location and layout of the Netherlands Pavilion are subject to change at the sole discretion of the show organizers. The floor plan of the pavilion may also change to fit the total space demand.
10. **Exhibitor agrees** to provide their own property and liability insurance, keep a fully equipped, manned booth in the Netherlands Pavilion at all opening hours throughout the show, make payments for exhibit space and additional expenses as scheduled and not to reassign, grant or license the use of Exhibitor's space without written consent from Phaff Export Marketing BV.
11. **Liability.** The Exhibitor agrees to indemnify and hold harmless the Phaff Export Marketing BV, the show organizers, the Netherlands Ministry of Agriculture, Nature and Food Quality, the Exhibition Hall Facility and City in which this exhibition is being held, and their Officers, Agents and Employees, against all claims, losses, suits, damages, judgments, expenses, costs and charges of every kind resulting from its occupancy of the space contracted herein for by reason of personal injuries, death, property damages, or any other cause sustained by any persons or others.

Exhibitor is responsible for its own insurance. Phaff Export Marketing BV is not responsible for any damage caused by a participant during the fair.

Phaff Export Marketing BV shall not be responsible for loss or damage to displays or goods belonging to Exhibitors whether resulting from fire, storms, acts of God, air conditioning or heating failure, theft, pilferage, mysterious disappearance, bomb, threats or other causes. All such items are brought to the Exhibition and displayed at Exhibitor's own risk, and should be safeguarded at all times. The Exhibitor agrees that Phaff Export Marketing BV shall not be responsible in the event of any errors or omissions in the listings in the exhibition official directory and in any promotional material. Exhibitor agrees to indemnify Phaff Export Marketing BV against and hold it harmless for any claims and for all damages, costs and expenses, including, without limitation, attorneys' fees and amount paid in settlement, incurred in connection with such claims arising out of the acts or negligence of Exhibitor, his agents or Employees.

12. The **payment schedule** is as follow: 100%. An invoice will be send after the deadline of 15-01-2023. Additional costs made after the first invoice will be invoiced later. Phaff Export Marketing BV has the right to replace any exhibitor who has not paid the participation fee 30 days before the show. The cancellation policy listed below will apply in that case.
13. **Cancellations.** In the event of Phaff Export Marketing BV agreeing to any request for release from the contract, Exhibitor will be liable for the full participation fee.

Cancellations have to be received by Phaff Export Marketing BV in written by letter or email. The cancellation fees are considered to be liquidated damages for the injuries Phaff Export Marketing BV will suffer as a result of Exhibitor's cancellation. The Exhibitor acknowledges that damages for breach of this contract are difficult to ascertain at the time of this contract's formation and moreover, Exhibitor acknowledges that the agreed upon liquidated damages are a reasonable forecast of compensatory damages in case of breach. The Exhibitor also acknowledges that its withdrawal from its reserved space at a time when other entities would be interested in occupying it will cause Phaff Export Marketing BV.

With written approval of Phaff Export Marketing, Exhibitor is able to transfer it's participation to a 3<sup>rd</sup> party. In this case, no cancellation costs need to be paid however additional costs resulting from this change must be paid by the Exhibitor.

Phaff Export Marketing B.V. reserves the right to cancel a presentation without owing any kind of compensation to the participant. When the fair is being cancelled for any reason, Phaff Export Marketing BV is not responsible for any damage or compensation. The amount already paid for participation will be refunded.

14. The **stand construction** will be carried out on site by a 3<sup>rd</sup> party booth builder. Because of fire prevention all supplied materials by the participants has to meet the, by the show organization set, conditions.
15. **Force Majeure.** In the event of fire, war, public calamity, force majeure or other reasons beyond Phaff Export Marketing's control preventing all that is indispensable to the staging of the Netherlands Pavilion, Phaff Export Marketing BV may decide at any time to cancel all applications for the Netherlands Pavilion while notifying the Exhibitors of this decision in writing. Whatever the reasons of such cancellation, the Exhibitors are not entitled to any compensation or indemnity. Funds remaining after payment of all costs will be distributed among Exhibitors proportionately to the amounts paid by them. It is here with expressly agreed that Exhibitors shall have no rights of preferring claims against Phaff Export Marketing BV on any grounds or for any reasons whatsoever.