

BOOTH BRIDGE INTERNATIONAL GENERAL TERMS & CONDITIONS

1. Definitions

For the purpose of these General Terms & Conditions, the following definitions shall apply:

Booth Bridge means Booth Bridge B.V., a private limited company incorporated under the laws of the Netherlands, having its registered office at Startbaan 6, 1185 XR Amstelveen, the Netherlands, and/or Booth Bridge LLC, having its registered office at 7865 Sky Park Circle, Suite E, Irvine, California 92614, United States, together with any affiliated companies, subsidiaries, successors, assigns, employees, subcontractors or authorized representatives.

Client means any individual, company, partnership, governmental entity or other legal person requesting or purchasing Products and/or Services from Booth Bridge.

Agreement means any quotation, proposal, purchase order, order confirmation, statement of work, invoice, project agreement or any other written agreement between Booth Bridge and the Client.

Project means the complete scope of work agreed between Booth Bridge and the Client, including but not limited to design, engineering, project management, production, printing, fabrication, transportation, logistics, installation, dismantling, rental, storage and any related services.

Products means all goods supplied by Booth Bridge, including but not limited to exhibition booths, custom constructions, modular systems, graphics, signage, displays, lightboxes, printed materials, furniture, flooring, audiovisual equipment, accessories and any related items.

Services means all professional services provided by Booth Bridge, including but not limited to consulting, project management, engineering, design, artwork preparation, logistics coordination, production management, installation supervision, dismantling coordination and after-sales support.

Venue means any exhibition hall, convention center, event location, hotel, outdoor event site or any other location where Products or Services are delivered or installed.

Subcontractor means any third party engaged by Booth Bridge to perform any part of the Agreement, including manufacturers, printers, logistics providers, freight forwarders, installers, rental companies, electricians, rigging companies or local contractors.

Artwork means any files, drawings, renderings, logos, photographs, graphics, layouts, CAD drawings, technical specifications or other digital or physical materials supplied by the Client or created by Booth Bridge for the Project.

Deliverables means all Products, Services, reports, designs, drawings, renderings, documentation and other items to be delivered under the Agreement.

Business Day means any day excluding Saturdays, Sundays and officially recognized public holidays in either the Netherlands or the United States, depending on the contracting Booth Bridge entity.

Force Majeure Event means any circumstance beyond the reasonable control of Booth Bridge, including but not limited to natural disasters, fire, flood, pandemics, epidemics, strikes, labor shortages, government actions, customs delays, transportation interruptions, power failures, cyberattacks, supply chain disruptions, war, terrorism or civil unrest.

2. Applicability

2.1 These General Terms & Conditions apply to every quotation, proposal, offer, purchase order, order confirmation, invoice, agreement, delivery of Products and provision of Services by Booth Bridge.

2.2 These Terms & Conditions shall prevail over any purchasing conditions, procurement terms or other general conditions of the Client, unless Booth Bridge has expressly agreed otherwise in writing.

2.3 Any deviation from these Terms & Conditions shall only be valid if expressly agreed in writing by an authorized representative of Booth Bridge.

2.4 If one or more provisions of these Terms & Conditions are declared invalid, illegal or unenforceable, the remaining provisions shall remain fully valid and enforceable.

2.5 Booth Bridge reserves the right to amend these Terms & Conditions from time to time. Updated versions shall apply to all future Agreements.

3. International Application

3.1 Booth Bridge operates internationally and performs Projects worldwide.

3.2 These Terms & Conditions apply irrespective of:

- the country where the Project is executed;
- the country where the Products are manufactured;
- the country where the Client is established;
- the country from which Products are shipped.

3.3 Booth Bridge may execute any part of the Agreement through affiliated companies, subcontractors or local partners without requiring additional approval from the Client.

3.4 Booth Bridge may determine which affiliated entity, including Booth Bridge B.V. or Booth Bridge LLC, enters into the Agreement depending on the Project location, tax requirements, commercial considerations or operational efficiency.

4. Entire Agreement

4.1 These General Terms & Conditions, together with any quotation, purchase order, project agreement, statement of work, drawings, approved artwork, specifications and written correspondence expressly incorporated by reference, constitute the complete agreement between the Parties.

4.2 No oral statements, negotiations or representations shall modify or supplement the Agreement unless confirmed in writing by Booth Bridge.

4.3 In the event of any inconsistency between documents, the following order of precedence shall apply:

1. Signed Project Agreement or Contract.
2. Statement of Work (if applicable).
3. Order Confirmation.
4. Approved Quotation.
5. These General Terms & Conditions.
6. Purchase Order issued by the Client

5. Acceptance

5.1 Quotations issued by Booth Bridge are non-binding unless explicitly stated otherwise.

5.2 Unless otherwise specified, quotations remain valid for thirty (30) calendar days.

5.3 An Agreement becomes binding only after one of the following occurs:

- a. Booth Bridge issues a written Order Confirmation;
- b. both Parties execute a written agreement;
- c. Booth Bridge commences work;
- d. the Client pays any deposit;
- e. the Client provides written or electronic approval to proceed.

5.4 Booth Bridge reserves the right to refuse any order without providing reasons.

6. Relationship of the Parties

6.1 Booth Bridge acts solely as an independent contractor.

6.2 Nothing contained in these Terms & Conditions shall be construed as creating a partnership, joint venture, agency, employment relationship or fiduciary duty between Booth Bridge and the Client.

6.3 Booth Bridge remains free to determine the manner in which the Services are performed, including the use of subcontractors, suppliers and affiliated companies.

7. Quotations

7.1 Non-Binding Quotations

Unless expressly stated otherwise in writing, all quotations, proposals, budgets, estimates and pricing issued by Booth Bridge are non-binding and subject to change without prior notice.

7.2 Validity

Unless otherwise stated, quotations remain valid for thirty (30) calendar days from the date of issue.

Booth Bridge reserves the right to withdraw or amend any quotation before acceptance.

7.3 Scope of Quotation

Each quotation is based solely upon the information available at the time it is prepared.

Unless specifically included, quotations exclude:

- venue costs
- organizer fees
- labor union charges
- electrical services
- rigging
- internet services
- plumbing
- compressed air
- utilities
- storage by the venue
- customs duties
- import taxes
- VAT or sales tax
- insurance
- permits
- engineering approvals

- local authority approvals
- cleaning services
- catering
- security
- audiovisual programming
- internet or networking
- freight delays
- overtime labor
- weekend labor
- holiday labor
- waiting time
- crane services
- forklift services
- drayage/material handling
- marshaling yard fees
- venue supervision fees

unless explicitly included in the quotation.

7.4 Preliminary Information

Illustrations, renders, mood boards, sketches, visualizations, concepts and budget estimates are indicative only and do not constitute contractual specifications unless expressly incorporated into the Agreement.

8. Orders

8.1 Purchase Orders

The Client may submit a Purchase Order.

No Purchase Order shall be binding upon Booth Bridge until Booth Bridge issues a written Order Confirmation.

8.2 Right to Refuse

Booth Bridge reserves the absolute right to refuse any order without stating any reason.

8.3 Client Responsibility

The Client remains solely responsible for ensuring that:

- quantities are correct;
- dimensions are correct;
- specifications are correct;
- event dates are correct;

- venue information is correct;
- delivery addresses are correct;
- installation schedules are correct;
- contact persons are correct.

Any costs arising from incorrect information shall be borne entirely by the Client.

9. Scope of Work

9.1 Included Services

Only the Products and Services expressly described in the quotation or Agreement shall be included.

Anything not specifically included shall be deemed excluded.

9.2 Additional Work

The following shall automatically constitute additional work ("Change Orders"):

- design revisions;
- additional meetings;
- additional renderings;
- engineering changes;
- revised artwork;
- production changes;
- additional graphics;
- additional transportation;
- additional installations;
- dismantle changes;
- additional labor;
- waiting time;
- standby time;
- overtime;
- weekend work;
- holiday work;
- expedited production;
- expedited shipping;
- emergency replacements;
- modifications requested after approval.

Additional work shall be charged at Booth Bridge's prevailing rates unless otherwise agreed.

9.3 Project Management

Booth Bridge shall coordinate the Project to the best of its professional abilities.

However, Booth Bridge does not guarantee that third parties including:

- exhibition organizers;
- convention centers;
- freight companies;
- customs authorities;
- subcontractors;
- venue contractors;
- utility providers;
- government agencies;

will perform according to schedule.

9.4 Subcontracting

Booth Bridge may subcontract any portion of the Project without prior approval of the Client.

Booth Bridge remains responsible only for coordinating such subcontractors.

10. Client Responsibilities

The Client shall:

- provide complete and accurate information;
- provide artwork on time;
- approve drawings on time;
- approve quotations on time;
- provide access to the venue;
- obtain organizer approvals where required;
- obtain exhibitor approvals where required;
- obtain licenses where required;
- cooperate throughout the Project.

10.2 Delays by Client

If the Client delays:

- approvals;
- payments;
- artwork;
- decisions;
- specifications;
- access;

- information;

Booth Bridge shall not be responsible for any resulting delays.

All resulting costs shall be charged to the Client.

10.3 Failure to Cooperate

If the Client fails to cooperate sufficiently, Booth Bridge may:

- suspend the Project;
- extend delivery dates;
- charge additional costs;
- terminate the Agreement.

Without liability.

11. Project Schedule

11.1 Estimated Planning

Any planning provided by Booth Bridge is an estimate only.

Project schedules depend upon timely cooperation by the Client and third parties.

11.2 Critical Deadlines

If Booth Bridge identifies a deadline as "critical", the Client shall immediately provide all required approvals and information.

Failure to do so automatically releases Booth Bridge from any responsibility for meeting that deadline.

11.3 Schedule Changes

Booth Bridge may revise the Project schedule whenever reasonably necessary.

11.4 Rush Orders

Projects accepted after normal production lead times shall be considered Rush Orders.

Rush Orders may incur:

- expedited production charges;
- expedited freight charges;
- overtime labor;

- weekend labor;
- premium supplier pricing.

Booth Bridge shall use commercially reasonable efforts to complete Rush Orders but does not guarantee delivery dates.

12. Changes After Approval

Once any of the following has been approved:

- quotation;
- engineering drawings;
- production drawings;
- artwork;
- renderings;
- specifications;

any subsequent modification shall constitute a Change Order.

Booth Bridge reserves the right to:

- revise pricing;
- revise production schedules;
- revise delivery dates;
- revise installation schedules.

13. Suspension of Work

Booth Bridge may immediately suspend any work if:

- payments are overdue;
- required information is missing;
- artwork has not been approved;
- the Client breaches the Agreement;
- safety concerns arise;
- force majeure occurs.

Any resulting delays or costs shall remain the responsibility of the Client.

14. Design Services

14.1 Design Scope

Unless otherwise agreed in writing, Booth Bridge provides conceptual design, technical design, engineering, artwork preparation and project visualization solely for the Project specified in the Agreement.

All concepts, renderings, layouts, technical drawings and presentations are intended exclusively for evaluation and execution of the agreed Project.

14.2 Design Development

Booth Bridge reserves the right to make reasonable technical modifications necessary to:

- improve manufacturability;
- comply with venue regulations;
- comply with engineering requirements;
- improve structural integrity;
- comply with applicable safety standards;
- improve installation efficiency;
- accommodate material availability.

Provided such modifications do not materially alter the overall appearance or intended functionality of the Project.

14.3 Design Revisions

Unless otherwise specified in the quotation, the Agreement includes a maximum of **two (2)** design revision rounds.

Additional revisions shall be treated as Change Orders and invoiced at Booth Bridge's applicable hourly rates.

15. Client-Supplied Artwork

15.1 Responsibility

The Client bears sole responsibility for all Artwork supplied to Booth Bridge.

This includes, but is not limited to:

- spelling;
- grammar;
- translations;
- measurements;
- scaling;
- image quality;
- color specifications;

- trademarks;
- logos;
- copyrights;
- licensing rights;
- technical accuracy.

Booth Bridge shall not be obligated to verify or correct any such information.

15.2 File Specifications

Unless otherwise agreed, the Client shall supply production-ready files in accordance with Booth Bridge's current Artwork Specifications.

Artwork failing to meet these specifications may:

- require additional preparation;
- delay production;
- reduce print quality;
- incur additional charges.

15.3 Fonts

Unless fonts are converted to outlines or supplied with valid licenses, Booth Bridge cannot guarantee accurate font reproduction.

Any font substitutions required shall be at the Client's risk.

15.4 Missing Files

If complete Artwork has not been received by the agreed deadline, Booth Bridge reserves the right to:

- postpone production;
- postpone delivery;
- postpone installation;
- prioritize other Projects;
- charge rush production fees if production is still requested.

16. Artwork Approval

16.1 Digital Proof

Before production, Booth Bridge may provide:

- digital proofs;
- production drawings;
- renderings;
- engineering drawings;
- print layouts;
- color simulations.

These are provided solely for approval purposes.

16.2 Final Approval

Production shall commence only after receiving written approval from the Client.

Approval may be provided via:

- email;
- signed drawings;
- digital approval systems;
- project management software;
- written message.

16.3 Client Responsibility After Approval

Once approval has been provided, Booth Bridge shall not be liable for any errors that were reasonably visible in the approved documents.

This includes, without limitation:

- spelling mistakes;
- incorrect dimensions;
- missing graphics;
- wrong logos;
- incorrect photographs;
- incorrect positioning;
- incorrect colors specified by the Client;
- missing bleed;
- low-resolution images.

16.4 No Implied Review

Any review performed by Booth Bridge prior to production shall not relieve the Client of its responsibility to verify the Artwork.

17. Color Standards

17.1 Color Variations

The Client acknowledges that exact color reproduction cannot be guaranteed.

Reasonable variations may occur due to differences in:

- printing technology;
- substrates;
- fabrics;
- inks;
- coatings;
- lighting conditions;
- monitor calibration;
- viewing angles.

17.2 Screen versus Print

Colors viewed on monitors, tablets or mobile devices may differ from printed Products.

Booth Bridge shall not be liable for such differences.

17.3 Pantone Colors

Where Pantone Matching System (PMS) colors are requested, Booth Bridge shall make commercially reasonable efforts to achieve the requested color.

Exact Pantone reproduction is not guaranteed unless specifically agreed in writing.

17.4 Textile Printing

Due to the nature of dye sublimation and textile printing, minor color differences between production batches shall not constitute a defect.

18. Production Tolerances

18.1 Manufacturing Tolerances

The Client accepts normal manufacturing tolerances customary within the exhibition industry.

18.2 Examples

Examples include, but are not limited to:

- slight dimensional deviations;
- minor alignment differences;

- fabric stretching;
- seam positioning;
- silicone edge positioning;
- material thickness variations;
- laminate direction;
- wood grain variations;
- welding marks;
- stitching variations.

18.3 Natural Materials

Natural materials including wood, textiles, aluminum and acrylic may exhibit inherent variations in:

- texture;
- grain;
- color;
- finish;
- reflectivity.

Such variations shall not constitute defects.

19. Technical Drawings

Engineering drawings remain conceptual unless expressly stated to be fabrication drawings.

Dimensions shown on renderings are approximate unless identified as production dimensions.

20. Intellectual Property

20.1 Ownership

Unless otherwise agreed in writing, Booth Bridge retains all intellectual property rights relating to:

- concepts;
- renderings;
- designs;
- engineering;
- CAD drawings;
- production drawings;
- quotations;
- calculations;
- project documentation;

- technical solutions;
- methods;
- software;
- templates.

20.2 Limited License

Upon full payment, Booth Bridge grants the Client a non-exclusive, non-transferable license to use the Deliverables solely for the intended Project.

No ownership of underlying intellectual property is transferred.

20.3 Unauthorized Use

The Client shall not:

- reproduce;
- modify;
- distribute;
- reverse engineer;
- manufacture;
- sell;
- license;
- share with competitors;

any Booth Bridge designs without prior written consent.

20.4 Third-Party Rights

The Client warrants that all Artwork supplied to Booth Bridge does not infringe any intellectual property rights of third parties.

The Client shall fully indemnify Booth Bridge against all resulting claims.

21. Confidential Information

Both Parties shall treat all confidential information received during the Project as confidential.

This obligation survives termination of the Agreement for a period of **five (5) years**.

22. Portfolio & Marketing Rights

Unless expressly prohibited in writing before commencement of the Project, Booth Bridge shall have the irrevocable right to:

- photograph the completed Project;
- film the completed Project;
- use photographs;
- use videos;
- use renderings;
- identify the Client;
- identify the event;
- identify the venue;

for:

- marketing;
- portfolio;
- social media;
- website;
- awards;
- promotional materials;
- internal training.

This right does **not** extend to confidential product launches, embargoed events of the Client, or confidential commercial information when Booth Bridge has been informed in writing before the Project starts.

23. Production Standards

23.1 Professional Standard

Booth Bridge shall manufacture and/or procure all Products in accordance with commercially reasonable industry standards applicable to the international exhibition and event industry.

Unless expressly agreed otherwise in writing, Products are intended for temporary exhibition use and are not designed or warranted for permanent installation.

23.2 Manufacturing Methods

Booth Bridge may determine, at its sole discretion, the most appropriate manufacturing methods, construction techniques, materials and production processes, provided the finished Product substantially conforms to the agreed specifications.

23.3 Material Substitutions

If specified materials become unavailable, discontinued or commercially impractical, Booth Bridge may substitute materials with comparable alternatives of equal or higher quality.

Where a substitution materially affects the appearance, function or value of the Project, Booth Bridge shall consult the Client before proceeding.

24. Manufacturing by Third Parties

24.1 Production Partners

Booth Bridge may manufacture Products itself or engage qualified third-party manufacturers, printers, fabricators or suppliers anywhere in the world.

The Client acknowledges that international production forms an integral part of Booth Bridge's business model.

24.2 Approved Suppliers

Booth Bridge shall determine which production partner is best suited for each Project based on:

- production capacity;
- expertise;
- location;
- lead time;
- logistics;
- quality;
- availability.

The Client shall have no right to require a specific manufacturer unless expressly agreed in writing.

24.3 Supplier Delays

Booth Bridge shall not be liable for delays caused by suppliers, manufacturers or subcontractors beyond Booth Bridge's reasonable control.

25. Materials

25.1 Natural Characteristics

The Client acknowledges that natural and industrial materials may exhibit variations in:

- texture;
- gloss level;
- grain;
- color;

- reflectivity;
- finish;
- dimensional stability.

Such variations are considered commercially acceptable.

25.2 Temporary Structures

Temporary exhibition structures are designed for limited-duration use.

Normal signs of transportation, installation and dismantling shall not constitute manufacturing defects.

25.3 Reused Components

Unless otherwise agreed, Booth Bridge may use refurbished or previously rented structural components provided they meet Booth Bridge's quality standards.

Visible graphics supplied specifically for the Client shall always be newly produced unless otherwise agreed.

26. Rental Equipment

26.1 Rental Items

Rental Products remain the exclusive property of Booth Bridge or its suppliers at all times.

26.2 Client Responsibility

The Client is responsible for all rental Products from the moment of installation until dismantling is completed.

26.3 Damage

The Client shall be liable for:

- loss;
- theft;
- vandalism;
- misuse;
- excessive wear;
- unauthorized modifications;
- accidental damage caused by the Client or its representatives.

Repair or replacement costs shall be invoiced accordingly.

26.4 Missing Items

Any missing rental equipment shall be invoiced at full replacement value plus administrative costs.

27. Inspection

27.1 Internal Quality Control

Booth Bridge performs internal inspections at commercially reasonable stages during production.

Such inspections are intended solely for quality assurance and shall not constitute acceptance by the Client.

27.2 Factory Visits

Factory visits by the Client shall only take place upon prior written approval by Booth Bridge.

Booth Bridge reserves the right to refuse access where confidentiality, safety or operational considerations require.

27.3 Third-Party Inspections

Independent inspections requested by the Client shall be at the Client's expense and may not delay production unless Booth Bridge expressly agrees otherwise.

28. Sustainability

Booth Bridge strives to operate in an environmentally responsible manner.

However, sustainability goals shall not constitute contractual performance obligations unless expressly agreed.

Booth Bridge may reasonably substitute materials or manufacturing methods in support of sustainability initiatives.

29. Packaging

Unless otherwise agreed, Booth Bridge determines appropriate packaging methods.

Packaging may include:

- crates;
- pallets;

- reusable flight cases;
- cardboard;
- protective wrapping;
- custom export packaging.

Special packaging requested by the Client shall be invoiced separately.

30. Storage

30.1 Temporary Storage

Booth Bridge may provide temporary storage before shipment where operationally necessary.

30.2 Long-Term Storage

Storage requested by the Client beyond the agreed period shall be invoiced separately.

30.3 Risk During Storage

Unless caused by Booth Bridge's gross negligence or willful misconduct, Booth Bridge shall not be liable for deterioration resulting from long-term storage of Products.

31. Spare Parts

Unless expressly included, quotations do not include spare parts, replacement graphics or backup components.

Emergency replacements requested during or after the event shall be invoiced separately.

32. Samples and Mock-Ups

Prototype samples, mock-ups or test prints are intended solely as representative examples.

Minor differences between approved samples and final production resulting from industrial manufacturing processes shall not constitute defects.

33. Acceptance of Manufacturing Quality

Products shall be deemed compliant if they substantially conform to:

- approved drawings;
- approved Artwork;
- agreed specifications;

- commercially accepted manufacturing tolerances.

Absolute perfection shall not be required where commercially unreasonable.

34. Continuous Improvement

Booth Bridge reserves the right to improve manufacturing techniques, engineering methods and production processes at any time, provided such improvements do not materially reduce the agreed functionality or quality.

35. No Warranty on Client Materials

Booth Bridge provides no warranty regarding materials, products or components supplied by or on behalf of the Client.

The Client assumes all risks associated with customer-supplied materials, including compatibility, performance, durability and regulatory compliance.

36. Hidden Conditions

Booth Bridge shall not be responsible for hidden conditions that could not reasonably have been identified before production or installation, including but not limited to:

- inaccurate venue drawings;
- concealed utilities;
- structural limitations;
- existing site damage;
- inaccurate measurements supplied by third parties;
- undocumented venue restrictions.

Any resulting additional work shall constitute a Change Order.

Perfect. Dit wordt waarschijnlijk het belangrijkste hoofdstuk van het hele document. Hier ontstaan in de praktijk de grootste claims: een vrachtwagen met vertraging, een douanecontrole, een venue die ineens alleen union labor toestaat, een heftruck die te laat komt of een opbouwdag die wordt ingekort.

Mijn doel is om Booth Bridge daar zo goed mogelijk tegen te beschermen.

37. Logistics Coordination

37.1 Coordination Services

Where Booth Bridge coordinates transportation, freight forwarding, customs clearance, warehousing or logistics services, Booth Bridge acts solely as a coordinator unless expressly agreed otherwise.

Transportation may be performed by independent third parties.

37.2 No Carrier Liability

Booth Bridge shall not be deemed a carrier, freight forwarder or warehouse operator unless expressly stated in writing.

Any liability of transportation providers remains exclusively with the respective transportation company.

37.3 Routing

Booth Bridge reserves the right to determine:

- shipping method;
- transportation route;
- consolidation;
- packaging;
- carrier selection;
- loading sequence;
- delivery scheduling;

unless otherwise agreed.

38. Delivery Dates

38.1 Estimated Dates

All delivery dates are estimates.

Booth Bridge will use commercially reasonable efforts to meet agreed schedules but does not guarantee delivery on a specific date unless expressly confirmed in writing as a Guaranteed Delivery Date.

38.2 Guaranteed Delivery

A delivery date shall only be considered contractually guaranteed if Booth Bridge expressly confirms this in writing.

Even then, Booth Bridge shall not be liable where delays are caused by circumstances beyond its reasonable control.

38.3 Early Deliveries

Booth Bridge may deliver Products earlier than scheduled where practical.

39. Transportation Risk

39.1 Transfer of Risk

Risk of loss or damage transfers to the Client upon the earliest of:

- delivery to the agreed carrier;
- collection by the Client;
- delivery at the venue;
- completion of installation;
- when the Client or its representative takes possession.

Ownership is governed separately under the Retention of Title provisions.

39.2 Freight Damage

Visible transportation damage must be reported immediately to:

- the carrier;
- Booth Bridge;

before acceptance of delivery.

Failure to do so may limit or eliminate any available claim.

40. Customs & International Shipping

40.1 Customs

Unless otherwise agreed, the Client remains responsible for:

- customs documentation;
- import permits;
- temporary import procedures;
- ATA Carnets;
- duties;
- taxes;
- brokerage fees.

40.2 Customs Delays

Booth Bridge shall not be liable for delays caused by:

- customs inspections;
- customs holds;
- border controls;

- government agencies;
- import restrictions;
- export restrictions.

40.3 Government Seizures

Booth Bridge shall not be liable for confiscation, seizure or detention of Products by governmental authorities.

41. Venue Requirements

41.1 Venue Rules

The Client is responsible for informing Booth Bridge of all venue requirements.

41.2 Additional Venue Charges

Additional costs resulting from venue requirements including:

- union labor;
- overtime;
- mandatory supervision;
- mandatory electricians;
- mandatory riggers;
- venue permits;
- engineering approvals;
- safety inspections;
- cleaning fees;
- marshaling fees;
- material handling;
- drayage;
- forklift charges;

shall be borne by the Client unless expressly included.

41.3 Venue Restrictions

Booth Bridge shall not be liable for delays caused by venue restrictions.

42. Installation

42.1 Access

The Client shall ensure timely and unrestricted access to:

- loading docks;

- exhibition halls;
- storage areas;
- installation areas.

42.2 Site Readiness

Installation cannot commence until the installation site is reasonably ready.

Booth Bridge shall not be responsible for delays caused by:

- unfinished venue construction;
- missing utilities;
- blocked access;
- delayed freight;
- incomplete flooring;
- incomplete structures.

42.3 Safety

Booth Bridge reserves the right to suspend work where unsafe conditions exist.

42.4 Local Regulations

Booth Bridge may adapt installation methods to comply with local laws, venue rules or safety regulations.

43. Dismantling

43.1 Dismantling Schedule

Dismantling shall commence according to the venue schedule.

Booth Bridge shall not dismantle any stand before official authorization by the organizer.

43.2 Delayed Access

Booth Bridge shall not be liable for dismantling delays caused by:

- organizer delays;
- freight delays;
- labor shortages;
- venue congestion;
- delayed release of halls.

43.3 Abandoned Materials

Any Products, graphics, packaging or materials left behind by the Client after the agreed dismantling period may, at Booth Bridge's discretion:

- be disposed of;
- recycled;
- stored at the Client's expense.

44. Waiting Time

Any waiting time caused by circumstances outside Booth Bridge's control shall be charged as additional work.

Examples include:

- delayed freight;
- unavailable forklifts;
- unavailable labor;
- delayed organizer approval;
- inaccessible halls;
- delayed customer representatives;
- delayed utilities.

45. Storage After Event

Where Booth Bridge stores Products after an event:

- storage fees apply;
- insurance remains the Client's responsibility unless otherwise agreed;
- retrieval shall occur according to Booth Bridge's scheduling.

Products remaining in storage for more than twelve (12) months without written instruction may be deemed abandoned.

Booth Bridge may dispose of such Products after providing thirty (30) days' written notice.

46. Event Delays

If an exhibition:

- changes dates;
- changes halls;
- changes booth location;
- changes installation windows;
- changes dismantling schedules;

Booth Bridge may revise:

- pricing;
- delivery schedule;
- labor planning;
- logistics planning.

Any additional costs shall be charged to the Client.

47. Event Cancellation

If an exhibition is cancelled, postponed or relocated due to reasons beyond Booth Bridge's control:

- completed work remains payable;
- materials already ordered remain payable;
- freight already booked remains payable;
- labor already scheduled remains payable;
- cancellation charges imposed by suppliers remain payable.

Booth Bridge shall make commercially reasonable efforts to mitigate costs where possible.

48. Insurance

48.1 Client Insurance

The Client shall maintain adequate insurance covering:

- exhibition property;
- rented equipment;
- own materials;
- exhibits;
- artwork;
- products displayed;
- liability towards third parties.

48.2 Booth Bridge Insurance

Booth Bridge maintains commercially reasonable business insurance appropriate to its operations.

Nothing herein shall be interpreted as providing insurance coverage for the Client's property.

48.3 High-Value Items

Booth Bridge strongly recommends separate insurance for:

- prototypes;
- artwork;
- product samples;
- electronics;
- valuables;
- irreplaceable exhibits.

49. Acceptance of the Project

This is one van de artikelen waar ik bewust iets verder ga dan veel standaardvoorwaarden.

49.1 Practical Completion

The Project shall be deemed practically complete when Booth Bridge has substantially completed the agreed scope of work.

Minor cosmetic items that do not materially affect the use of the booth shall not delay completion.

49.2 Acceptance

The Project shall be deemed accepted upon the earliest of:

- written acceptance by the Client;
- occupation of the booth by the Client;
- installation of exhibits by the Client;
- opening of the exhibition to visitors;
- commencement of business activities from the booth.

49.3 No Right to Refuse

The Client shall not reject the entire Project because of minor defects that can reasonably be corrected.

Booth Bridge shall be afforded a reasonable opportunity to remedy such defects before any claim may be asserted.

Perfect. Vanaf dit punt gaan we de financiële bescherming opbouwen. Dit is het hoofdstuk dat bepaalt hoeveel risico Booth Bridge daadwerkelijk loopt. Hier wil ik verder gaan dan de meeste algemene voorwaarden van standbouwbedrijven.

50. Pricing

50.1 Quoted Prices

Unless expressly stated otherwise, all prices quoted by Booth Bridge are exclusive of:

- VAT;
- sales tax;
- GST;
- customs duties;
- import taxes;
- withholding taxes;
- freight charges;
- insurance;
- installation;
- dismantling;
- venue charges;
- organizer charges;
- government fees.

50.2 Currency

Quotations may be issued in:

- USD;
- EUR;
- GBP;

or any other currency agreed by the Parties.

Unless otherwise agreed, payment shall be made in the currency stated on the invoice.

50.3 Exchange Rate Fluctuations

If more than thirty (30) days elapse between acceptance of the quotation and final delivery, Booth Bridge reserves the right to adjust pricing where exchange rate fluctuations materially increase project costs.

50.4 Raw Material Increases

Booth Bridge reserves the right to adjust pricing where significant increases occur in:

- aluminum;
- steel;
- timber;
- textiles;

- ink;
- acrylic;
- freight;
- fuel;
- labor;
- government tariffs.

provided such increases could not reasonably have been foreseen when the quotation was issued.

51. Additional Charges

The following shall be invoiced separately unless expressly included:

- venue overtime;
- weekend labor;
- holiday labor;
- waiting time;
- additional engineering;
- revised drawings;
- rush production;
- expedited freight;
- storage;
- customs inspections;
- additional permits;
- additional insurance;
- union labor;
- cleaning;
- repairs caused by third parties;
- replacement graphics;
- additional project management.

52. Payment Terms

52.1 Standard Payment Schedule

Unless otherwise agreed in writing:

Projects below USD/EUR 10,000

- 100% before production.

Projects above USD/EUR 10,000

- 50% upon acceptance of quotation.
- 40% before production.
- 10% before shipment or installation.

Booth Bridge reserves the right to require full prepayment for first-time customers, custom-made Products or Projects with elevated financial risk.

52.2 Due Date

Invoices shall be payable on the due date stated on the invoice.

Time is of the essence.

52.3 No Set-Off

The Client shall not withhold payment or set off any alleged claim against amounts due to Booth Bridge.

52.4 Payment Disputes

Any dispute concerning a specific invoice item shall not relieve the Client from paying all undisputed amounts when due.

53. Late Payments

53.1 Interest

Any overdue amount shall accrue interest at the lesser of:

- **1.5% per month**, or
- the maximum rate permitted by applicable law.

Interest accrues daily until full payment has been received.

53.2 Collection Costs

The Client shall reimburse Booth Bridge for all reasonable costs incurred in collecting overdue amounts, including:

- attorney's fees;
- court costs;
- debt collection fees;
- arbitration costs;
- recovery expenses.

53.3 Suspension

Booth Bridge may immediately suspend:

- design work;
- production;
- procurement;
- transportation;
- installation;
- dismantling;
- warranty obligations;

until all outstanding amounts have been paid.

The Client shall have no claim for resulting delays.

53.4 Acceleration

Upon default, Booth Bridge may declare all outstanding invoices under all Agreements immediately due and payable.

54. Credit Approval

Booth Bridge may, at any time:

- perform credit checks;
- reduce credit limits;
- withdraw payment terms;
- require advance payment;
- require security.

55. Deposits

Any deposit paid by the Client secures production capacity and procurement.

Deposits are non-refundable except where Booth Bridge is solely responsible for cancellation.

56. Cancellation by the Client

This article is deliberately stricter than most standard conditions because exhibition projects involve immediate commitments to suppliers, production slots and labor.

56.1 Written Cancellation

All cancellations must be submitted in writing.

56.2 Cancellation Charges

Unless otherwise agreed:

Before design work has commenced

Administrative fee:

10% of the Contract Price

After design has commenced but before production

25% of the Contract Price

plus all external costs incurred.

After production has commenced

75% of the Contract Price

plus all purchased materials.

After shipment has commenced

100% of the Contract Price

56.3 Custom Products

Custom-made Products cannot be cancelled once production has commenced.

56.4 Mitigation

Booth Bridge shall use commercially reasonable efforts to mitigate losses where practical.

57. Client Changes

Any Client-requested modification after acceptance may result in:

- revised pricing;
- revised lead times;
- revised delivery dates;
- revised installation schedules.

No change shall become effective until confirmed in writing.

58. Taxes

The Client shall be responsible for all applicable:

- VAT;
- sales tax;
- import duties;
- customs charges;
- withholding taxes;
- governmental fees.

If Booth Bridge becomes legally required to collect additional taxes after quotation, such taxes shall be added to the invoice.

59. Retention of Title

59.1 Ownership

All Products supplied remain the exclusive property of Booth Bridge until:

- all invoices;
- interest;
- collection costs;
- additional charges;

have been paid in full.

59.2 Restrictions

Until ownership transfers, the Client shall not:

- sell;
- pledge;
- lease;
- assign;
- transfer;
- encumber;

the Products without Booth Bridge's written consent.

59.3 Recovery

If payment remains outstanding, Booth Bridge may recover Products without prior judicial intervention where permitted by law.

The Client shall grant Booth Bridge immediate access for this purpose.

60. Financial Insecurity

If Booth Bridge reasonably believes that the Client's financial position has materially deteriorated, Booth Bridge may:

- suspend work;
- require advance payment;
- require additional security;
- terminate the Agreement.

without liability for resulting delays.

61. Insolvency

If the Client:

- becomes insolvent;
- files for bankruptcy;
- enters liquidation;
- enters receivership;
- ceases business operations;

Booth Bridge may immediately terminate the Agreement and recover all unpaid Products.

62. Currency Conversion

Payments made in a currency different from the invoiced currency shall be converted at the exchange rate received by Booth Bridge's bank.

Any shortfall remains payable by the Client.

63. No Waiver

Acceptance of partial payments or delayed payments shall not constitute a waiver of Booth Bridge's rights under these Terms & Conditions.

64. Warranty

64.1 Standard Warranty

Booth Bridge warrants that the Products and Services supplied under the Agreement shall substantially conform to the agreed specifications at the time of delivery or completion.

This warranty applies only to defects resulting directly from defects in materials or workmanship.

64.2 Exclusions

The warranty does not apply to defects resulting from:

- normal wear and tear;
- improper handling;
- improper storage;
- improper installation by third parties;
- misuse;
- negligence;
- unauthorized modifications;
- incorrect maintenance;
- improper transportation after delivery;
- exposure to extreme weather conditions;
- venue conditions;
- customer-supplied materials;
- customer-supplied Artwork;
- third-party equipment.

64.3 Temporary Structures

The Client acknowledges that exhibition booths are temporary structures intended for short-term use.

Minor cosmetic imperfections, installation adjustments and signs of normal handling shall not constitute defects.

64.4 Remedy

Where Booth Bridge accepts a valid warranty claim, Booth Bridge may, at its sole discretion:

- repair the Product;
- replace the Product;
- provide replacement components;
- credit part of the purchase price;
- refund the affected portion of the Contract Price.

These remedies shall be the Client's exclusive remedies.

65. Inspection & Acceptance

65.1 Inspection

The Client shall inspect all Products immediately upon delivery and again immediately after installation.

65.2 Visible Defects

Visible defects must be reported in writing within **twenty-four (24) hours** after delivery or installation.

65.3 Hidden Defects

Hidden defects must be reported immediately after discovery and in any event no later than **seven (7) calendar days** after discovery.

65.4 Continued Use

Continued use of the booth or Products after discovery of an alleged defect shall constitute acceptance of the Product to the extent permitted by applicable law.

66. Opportunity to Remedy

The Client shall provide Booth Bridge with a reasonable opportunity to inspect and remedy any alleged defect before:

- arranging repairs by third parties;
- replacing Products;
- withholding payment;
- initiating legal proceedings.

Failure to provide such opportunity releases Booth Bridge from further responsibility regarding the alleged defect.

67. Claims Procedure

Any claim shall include:

- photographs;
- detailed description;
- location of defect;
- supporting documentation;
- date of discovery.

Booth Bridge may reject incomplete claims.

68. Duty to Mitigate

Both Parties shall use commercially reasonable efforts to mitigate any loss arising from the Agreement.

Neither Party may intentionally allow damages to increase where reasonable mitigation is possible.

69. Project Delays

Booth Bridge shall not be liable for project delays resulting from circumstances beyond its reasonable control.

Where delays occur, Booth Bridge's sole obligation shall be to use commercially reasonable efforts to complete the Project as soon as reasonably practicable.

Unless expressly agreed otherwise in writing, delay alone shall not entitle the Client to compensation.

70. Business Judgment

Where multiple technically acceptable methods exist for performing the Agreement, Booth Bridge may select the method it considers most appropriate, provided the resulting Deliverables substantially comply with the Agreement.

71. Limitation of Liability

71.1 Direct Damages Only

To the fullest extent permitted by applicable law, Booth Bridge shall only be liable for direct damages resulting directly from Booth Bridge's proven breach of the Agreement.

71.2 Excluded Damages

Booth Bridge shall not be liable for:

- indirect damages;
- consequential damages;
- incidental damages;
- punitive damages;
- exemplary damages;
- loss of profit;
- loss of revenue;
- loss of goodwill;
- loss of business opportunities;
- loss of production;
- loss of contracts;
- reputational damage;

- travel expenses;
- accommodation costs;
- exhibition registration fees;
- marketing expenses;
- replacement exhibition space;
- loss of future business;
- business interruption;
- penalties imposed by exhibition organizers.

71.3 Maximum Liability

To the fullest extent permitted by applicable law, Booth Bridge's total aggregate liability arising out of or relating to the Agreement shall never exceed the total amount actually paid by the Client to Booth Bridge under the specific Agreement giving rise to the claim.

Interest, legal costs and taxes are excluded from this calculation.

71.4 Insurance Cap

If Booth Bridge maintains insurance applicable to the claim, Booth Bridge's liability shall never exceed the greater of:

- the amount recoverable under such insurance; or
- the liability cap stated in Article 71.3,

to the extent permitted by applicable law.

71.5 Multiple Claims

Multiple claims arising from the same Project shall be treated as a single claim.

72. Third-Party Services

Booth Bridge shall not be liable for acts or omissions of:

- freight companies;
- customs authorities;
- exhibition organizers;
- venues;
- utility providers;
- subcontractors selected by the Client;
- governmental authorities.

Where Booth Bridge arranges third-party services, Booth Bridge does not guarantee their performance.

73. Customer-Supplied Materials

All customer-supplied Products, graphics, displays, samples and equipment remain entirely at the Client's risk.

Booth Bridge shall exercise reasonable care but accepts no liability for:

- theft;
- fire;
- water damage;
- accidental damage;
- transportation damage;
- deterioration.

except where caused by Booth Bridge's willful misconduct or gross negligence.

74. Indemnification

The Client shall defend, indemnify and hold harmless Booth Bridge, its affiliated companies, directors, officers, employees, agents and subcontractors from and against all claims, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising out of:

- Client-supplied Artwork;
- infringement of intellectual property rights;
- misuse of Products;
- improper installation by third parties;
- Client negligence;
- violation of applicable laws by the Client;
- information supplied by the Client that proves to be inaccurate or incomplete.

75. Product Recall

If any Product must be recalled due to defects in customer-supplied materials, customer-supplied specifications or third-party products selected by the Client, all resulting costs shall be borne by the Client.

76. Limitation Period

Any claim against Booth Bridge must be commenced within **one (1) year** after the event giving rise to the claim, unless a longer limitation period is mandatory under applicable law.

Failure to commence proceedings within this period permanently bars the claim.

77. Exclusive Remedies

The remedies expressly provided in these Terms & Conditions are exclusive.

The Client waives all other remedies to the fullest extent permitted by applicable law.

78. Survival

The provisions relating to:

- payment;
- confidentiality;
- intellectual property;
- limitation of liability;
- indemnification;
- dispute resolution;
- governing law;

shall survive termination or completion of the Agreement.

Mooi. Dit is het laatste hoofdstuk. Hier leggen we de juridische "vangrails" vast: privacy, geheimhouding, overmacht, toepasselijk recht en geschillen. Ik voeg ook enkele bepalingen toe die ik miste in zowel de ACE- als de Cees Smit-voorwaarden en die internationaal steeds gebruikelijker worden.

79. Confidentiality

79.1 Confidential Information

Each Party shall treat all Confidential Information received from the other Party as strictly confidential.

Confidential Information includes, but is not limited to:

- quotations;
- pricing;
- technical drawings;
- engineering calculations;
- project documentation;
- commercial information;
- customer information;
- supplier information;
- manufacturing processes;
- business strategies;
- software;
- source files.

79.2 Use

Confidential Information may only be used for performing the Agreement.

79.3 Disclosure

Neither Party shall disclose Confidential Information to any third party except:

- employees;
- subcontractors;
- professional advisers;
- insurers;
- governmental authorities where legally required.

Such persons must be bound by confidentiality obligations.

79.4 Exceptions

Confidential Information does not include information that:

- is publicly available;
- was already lawfully known;
- is independently developed;
- must be disclosed by law.

79.5 Survival

The confidentiality obligations survive termination of the Agreement for five (5) years.

80. Data Protection

Each Party shall comply with all applicable privacy legislation, including where applicable:

- the General Data Protection Regulation (GDPR);
- the California Consumer Privacy Act (CCPA);
- any successor privacy legislation.

Booth Bridge shall only process personal data insofar as reasonably necessary for performing the Agreement.

81. Compliance with Laws

The Client shall comply with all applicable:

- laws;

- regulations;
- venue rules;
- safety requirements;
- import regulations;
- export regulations;
- labor regulations.

Booth Bridge may suspend work where compliance would otherwise be compromised.

82. Export Control & Sanctions

Neither Party shall knowingly require Booth Bridge to violate any applicable:

- export control laws;
- trade sanctions;
- embargoes;
- anti-boycott regulations.

The Client warrants that the Products shall not be used contrary to applicable export regulations.

83. Anti-Bribery & Ethical Conduct

Both Parties agree to comply with all applicable anti-corruption legislation, including but not limited to:

- the U.S. Foreign Corrupt Practices Act (FCPA);
- the UK Bribery Act;
- applicable European anti-corruption legislation.

Neither Party shall offer or accept improper payments, gifts or other benefits in connection with the Agreement.

84. Force Majeure

Neither Party shall be liable for any failure or delay caused by events beyond its reasonable control.

Examples include:

- natural disasters;
- floods;
- earthquakes;
- pandemics;
- epidemics;
- war;

- terrorism;
- riots;
- strikes;
- labor shortages;
- transportation interruptions;
- customs delays;
- cyberattacks;
- utility failures;
- governmental actions;
- shortages of raw materials;
- supplier failures.

84.2 Suspension

Performance shall be suspended for the duration of the Force Majeure Event.

84.3 Extended Force Majeure

If a Force Majeure Event continues for more than ninety (90) consecutive days, either Party may terminate the affected part of the Agreement by written notice.

Completed work remains payable.

85. Assignment

The Client may not assign any rights or obligations under the Agreement without Booth Bridge's prior written consent.

Booth Bridge may assign the Agreement to any affiliated company or successor.

86. Independent Contractors

Nothing in the Agreement creates:

- a partnership;
- joint venture;
- agency;
- employment relationship;
- fiduciary relationship.

87. Notices

All formal notices shall be made in writing by:

- email;
- courier;

- registered mail.

Notices become effective upon confirmed receipt.

88. Electronic Communication

The Parties agree that:

- emails;
- electronic approvals;
- digital signatures;
- project management systems;
- electronic purchase orders;

shall have the same legal effect as paper documents to the extent permitted by law.

89. Entire Agreement

The Agreement constitutes the entire understanding between the Parties.

It supersedes all prior:

- discussions;
- negotiations;
- emails;
- proposals;
- representations.

90. Amendments

No amendment shall be valid unless made in writing and signed or electronically approved by both Parties.

91. Severability

If any provision is held invalid or unenforceable, the remaining provisions remain fully effective.

The invalid provision shall be replaced by a valid provision that most closely reflects the Parties' original intent.

92. No Waiver

Failure by Booth Bridge to enforce any provision shall not constitute a waiver of any future enforcement.

93. Headings

Article headings are provided for convenience only and shall not affect interpretation.

94. Governing Law

This is an article I recommend adjusting slightly from the original ACE and Cees Smit versions.

94.1 European Contracts

Where the contracting entity is **Booth Bridge B.V.**, the Agreement shall be governed exclusively by the laws of the Netherlands, excluding its conflict of law rules.

94.2 United States Contracts

Where the contracting entity is **Booth Bridge LLC**, the Agreement shall be governed by the laws of the State of California, excluding its conflict of law rules.

95. Dispute Resolution

Before commencing legal proceedings, the Parties shall first attempt in good faith to resolve any dispute through senior management discussions.

If no resolution is reached within thirty (30) days, either Party may commence legal proceedings before the competent courts identified in Article 94.

96. Waiver of Jury Trial (United States Only)

For Agreements governed by U.S. law, each Party knowingly and voluntarily waives any right to trial by jury to the fullest extent permitted by law.

97. Prevailing Language

These Terms & Conditions are drafted in English.

Any translation is provided for convenience only.

In the event of inconsistency, the English version shall prevail.

98. Effective Date

These Terms & Conditions shall become effective on the date published by Booth Bridge and shall apply to all Agreements entered into thereafter.

99. Contact Information

Booth Bridge B.V.

Startbaan 6
1185 XR Amstelveen
The Netherlands

Booth Bridge LLC

7865 Sky Park Circle
Suite E
Irvine, California 92614
United States

100. Final Provision

By accepting any quotation, placing any order, making any payment, or instructing Booth Bridge to commence work, the Client acknowledges that it has read, understood and agreed to be bound by these Terms & Conditions.