

GENERAL TERMS AND CONDITIONS

The present terms and conditions apply to all registration forms regarding the participation in the National Pavilion provided by the International Affairs of the Chamber of Commerce of the Grand-Duchy of Luxembourg at international professional events/trade fairs.

1. Electronic invoice and payment

The invoice is delivered via electronical means (e-invoice) to the email address referred to in the subscription form.

The Stand Partner commits to paying the amount of the subscribed offer immediately upon receipt of the invoice by the Chamber of Commerce. The Stand Partner's failure to comply with the aforementioned payment procedure shall automatically entitle the Chamber of Commerce to suspend performance of services without the necessity of a reminder, in particular to reassign the stand's location to another Stand Partner.

2. Cancellation

The Stand Partner may at any time cancel its participation. In such a case, cancellation fees will be charged by the Chamber of Commerce in order to cover the cancellation fees of the rented surface and/or of the exhibition material that was reserved for the Stand Partner by the Chamber of Commerce and/or any cancellation fees which may be charged by the Organiser to the Chamber of Commerce in relation to this cancellation. In case cancellation charges are lower than participation fees, the difference is refundable.

This clause does not apply in case of cancellation due to a force majeure event. The Chamber of Commerce cannot be held responsible in the event of the cancellation of the event by the Organiser.

3. Liability and insurance

The Chamber of Commerce is only liable for damage caused by intentional or grossly negligent breach of duty.

The Chamber of Commerce is also liable for any damage caused by negligent breach of cardinal contractual duties by the Chamber of Commerce, its legal representatives or its agents. Cardinal contractual duties are those duties the fulfillment of which enables the contract to be duly executed at all and in the compliance with which the other contracting party may generally trust. If cardinal contractual duties are breached, the Chamber of Commerce is liable only if the damage is typical damage and not consequential damage and then only up to 5 times the net participation fee, but no more than EUR 100,000 per claim.

The Chamber of Commerce is under no circumstances liable for damage to or loss of goods brought to the trade fair by the Stand Partner or stand fittings or furnishings. In this case, it is immaterial whether such damage or loss occurs before, during or after the fair.

For its part, the Stand Partner is liable for any culpable damage to persons or property caused by itself, its employees, its agents, contractors appointed by it or by its exhibits and exhibition facilities. The Stand Partner must hold the Chamber of Commerce harmless of any damage to persons or property caused by itself, its employees, its agents, contractors appointed by it or by its exhibits and exhibition facilities.

The Stand Partner is obliged to take out an insurance offering adequate coverage with an insurance company licensed to operate in the European Union and comprising:

- **A Civil liability insurance** for the coverage of damages that can be caused by the Stand Partners, its employees, its agents or contractors to a third party during the exhibition and during the installation and dismantling of the stand;
- **An Accident insurance** to cover damages that the Stand Partner, its employees, its agents, or its contractors may suffer;
- **An All-risks insurance** to provide coverage to the Stand Partner's exhibition material for the transport to and from the place of trade fair, for the installation and dismantling period as well as for the duration of the exhibition.

These insurance policies include a clause to waive the exercise of any recourse claims against the Chamber de Commerce.

4. General obligations

The Stand Partner commits to fully comply with the Organiser's rules. The Stand Partner and the members of its staff must comply with the provisions of the Organiser's rules and must hold the Chamber of Commerce harmless of any breach of these provisions.

For the duration of the exhibition, one or more members of the staff of the Stand Partner must be present at the stand.

At the end of the fair, exhibition and promotion material will be removed by the staff of the Stand Partner.

5. Applicable law and jurisdiction

This agreement, and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this agreement or its formation (including any non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of Luxembourg, and submitted to the competence of the Courts of Luxembourg.

6. Data protection

In compliance with the data protection legislation (Loi modifiée du 2 août 2002 relative à la protection des personnes à l'égard du traitement des données à caractère personnel), the Stand Partner's person-related data is processed and used by the Chamber of Commerce, and may be forwarded to third parties for fulfilling the purpose of the organization of the fair.

7. Severability clause

Should one of the provisions set out in the "General terms and conditions" be invalid or incomplete, the validity of the others provisions remains unaffected. In such cases, the contracting parties undertake to replace the invalid provision and/or fill the gap with a provision with which the contracting parties are most likely to achieve the economic purpose they pursue.