

WindEurope Annual Event 2023

General terms and conditions

1. Definitions:

1.1 **WindEurope** - WindEurope asbl/vzw, with registered offices at Rue Belliard 40, 1040 Brussels, Belgium, (RPR-RPM BE 0476 915 445), (hereinafter "The Organiser").

1.2 **WindEurope Annual Event 2023** - an event organised solely by WindEurope at the Bella Center Copenhagen (from 25-27 April 2023).

1.3 **Exhibitor** - exhibitor, co-exhibitor.

1.4 **Membership Rates** - please refer to WindEurope's membership terms and conditions for more details.

1.5 **Priority Allocation** – Priority Allocation is a selective process where our most loyal exhibitors and sponsors, members of WindEurope, get to choose their stand space before the floorplan is officially launched and open to general bookings.

2. Exhibition:

2.1 WindEurope is the sole organiser of WindEurope Annual Event 2023 and has the sole right to accept or reject applications and to allocate stands. WindEurope's decisions are final.

2.2 Article 2 shall govern the relationship between the Parties with regard to exhibitions to the exclusion of all other terms, including any terms and conditions issued by the Exhibitor.

2.3 The Exhibition Contract enters into force upon signature of the contract, at which time the Organiser shall confirm the reservation of the available stand.

2.4 Member rate

2.4.1 The member rate is reserved exclusively for those organisations who pay a direct membership fee to the Organiser. For more information, please refer to [WindEurope Statutes and Membership terms and conditions](#).

2.4.2 For companies joining WindEurope in 2022 or 2023, the discounted member rate will only be valid if they remain a member in 2023 and pay their membership fees accordingly. If the company cancels its membership before the date of the event, they will be invoiced for the difference between the member rate and non-member rate package.

2.4.3 Member rate is capped according to the organisation's membership category to WindEurope:

- C4 Member: on first 15 m²;
- C3 Member: on first 45 m²;
- C2 Member: on first 90 m²;
- C1 Member: on first 190 m².
- Market Leaders (LM), manufacturers and other corporations (LM) and developers: unlimited;
- Asset owners and power producers (LM): unlimited;

- Association Membership (A1, A2): unlimited.

Non-member rate applies beyond these caps. E.g. C4 member books 20m²: member rate applies on first 15m²; non-member rate applies beyond 15m².

2.5 Stand Packages

2.5.1 Full Package:

- Shell scheme stand - back and side walls depending on the location of the stand, carpeting, company name on the fascia board, electric point, 3 spotlights, daily cleaning service, 2 chairs and 1 table per 9m² booked, 1x1 m storage;
- 1 free full exhibitor staff pass per 9m² booked;
- 1 free full event conference pass for up to 50m² booked, plus 1 free full event conference pass for each additional 50m² booked (e.g. 120m² = 2 conference passes);
- Company listing with the link to exhibitor's website and company profile (50-word description) on the online exhibitor listing;
- Tools to help exhibitors promote their stand (customizable banners and event logo);
- Waste removal and cleaning during the event days.

2.5.2 Basic Package:

- Exhibition space in the hall;
- 1 free full exhibitor staff pass per 9m² booked;
- 1 free full event conference pass for up to 50m² booked, plus 1 free full event conference pass for each additional 50m² booked (e.g. 120m² = 2 conference passes);
- Company listing with the link to exhibitor's website and company profile (50-word description) on the online exhibitor listing;
- Tools to help exhibitors promote their stand (customizable banners and event logo).

Exhibitors that opted for the Basic Package are to assemble their own exhibition stand, and order the required services (cleaning, electricity, etc.) separately. Waste removal and stand cleaning are not included in this package.

2.6 An Exhibitor may change his / her reservation or request the Organiser to consider changes in the type of stand (Full Package or Basic Package) it has under the following circumstances:

2.6.1 Reduction of space - The Organiser shall consider a request for reduction of stand size when such request is received in writing no later than 3 months prior to the event, provided: (i) the request does not exceed 50% of the original reserved space; and/or (ii) the relinquished space is to be sold to third parties.

If the reduction of space is requested up to 3 months before the event, the Organiser shall refund the exhibitor, proportionately, the amount of space it has been able to resell. An administration fee of EUR 50 per square meter of relinquished space shall be levied on the Exhibitor.

If the reduction of space is requested less than 3 months before the event, the Organiser will not refund the exhibitor for the space that has been cancelled. The administration fee will not apply in that case.

2.6.2 Cancellation of reservation - This shall be made in writing, and shall bear the following cancellation fee:

- (i) Free of charge cancellation is possible until 25 September 2022 (midnight CET);
- (ii) As of 25 September 2022 (12:05am CET) 100% cancellation fee will be charged to the company cancelling the stand. Cancellation fees are due and payable within 30 working days.

2.6.3 Type of stand: Full Package / Basic Package: up to 2 months before the event the Organiser may consider a change from:

- (i) Basic Package to Full Package, provided the total price of the Full Package stand plus administrative costs of EUR 300 has been paid;
- (ii) Full Package to Basic Package, provided administrative costs of EUR 300 is paid, the Organiser will reimburse the Exhibitor the excess. If the change is requested less than 2 months before the event, the Organiser will not reimburse the Exhibitor the excess.

2.7 Priority Allocation rate shall apply provided the payment conditions are strictly adhered to, i.e. a booking and a payment before the deadline of the Priority Allocation period. Priority Allocation conditions are only reserved for the Organiser's Priority Allocation list for the event WindEurope Annual Event 2023. Once the exhibitor from the Priority Allocation list receives the contract, the Exhibitor has 3 weeks to return the contract signed to the Exhibitor. If the signed contract is not returned during this period, the Organiser has the right to release the space.

2.8 The minimum stand surface available at the Event is 6 m² per exhibitor / co-exhibitor.

2.9 No deposit is due and payable to WindEurope upon confirmation by the Organiser to the Exhibitor of the available stand prior to 25 September 2022. The Exhibitor will receive an invoice for the full amount as from 25 September 2022 which shall become due and payable by the Exhibitor upon written confirmation by the Organiser of the reservation.

2.10 In both cases, above – Articles 2.7 and 2.9, a signed contract by the Exhibitor will constitute confirmation of a reserved stand.

2.11 The Organiser is unable to guarantee the availability of a stand unless the invoice is paid in full. Furthermore, the allocation of the stand to the Exhibitor shall be finalized once the full contractual obligation is paid by the Exhibitor.

2.12 Prices quoted are in EUR and exclude VAT and / or other relevant taxes that may be levied in the Exhibitor's country of residence. The Exhibitor is responsible for paying VAT and / or any other relevant taxes that may become due as a result of the Exhibition Contract.

2.13 Although the invoice sent by the Organiser may reflect that the payment due date is within 30 days from invoice date, the amounts reflected as owing is due upon reception of confirmation of the availability of a stand, in order to ensure reservation and final allocation of the stand to the Exhibitor. If the invoice is not paid within due date, the Organiser may, without prior notice, raise interest at the rate of 1 % per month on the outstanding amount and an administrative fee of EUR 100 per unpaid invoice. The interest and administration fee are levied without compromising the Organiser's alternative recourse of action to recover any amount owing to it, which cost shall be borne by the Exhibitor.

2.14 In the event that the Exhibitor wishes to modify the billing information to a legal entity other than to the one reflected in the Exhibition's Contract, a new contract shall be signed with the different legal entity, with the same terms, conditions and payment time-lines as the former contract. It is the responsibility of the former Exhibitor to obtain the necessary signatures on the new contract. Failure to sign this new contract shall not invalidate the former contract.

2.15 In organising WindEurope Annual Event 2023, WindEurope has to operate within a number of legal and operational constraints, depending on country and venue. These constraints may result in changes to the Exhibition Contract. The Organiser shall inform the Exhibitor, in writing, of any substantial changes to the Exhibition Contract. The Organiser shall assume that the changes have been accepted by the Exhibitor should they not receive any written notification to the contrary, within 15 working days from the date of having sent the notification of changes to the Exhibitor. Should the Exhibitor disagree with the proposed changes, both parties undertake to use their best efforts in order to find a compromise. Notwithstanding the above, the Exhibitor accepts any changes required by law, regulation, court order, public authorities or by the venue owner.

2.16 An Exhibitor may host other companies on the same stand surface, in which case:

- (i) The main Exhibitor is responsible for registering online their co-exhibitor(s) and confirming their placement on the stand;
- (ii) The main Exhibitor will be charged €400 for each co-exhibitor(s).

2.17 **Pavilions** - Wind energy associations, national governments or agencies and entities may organise pavilions to host companies on the same stand surface. In addition to Articles 2.2 to 2.15, above, the following rules apply to organisers of pavilions and to co-exhibitors within a pavilion:

2.17.1 The pavilion organiser is responsible for coordinating the stand, which includes, but not limited to:

- (i) Canvassing the space within the stand;
- (ii) Constructing the stand;
- (iii) Registering each co-exhibitor to the stand;
- (iv) Paying for the stand and for the co-exhibitor's fee.

2.17.2 The pavilion organiser shall be charged in addition to the stand, €400 per each co-exhibitor to cover administration costs and the listing of the co-exhibitor's name and trade activity in the online exhibitor list. The total co-exhibitor fees will be charged to the pavilion directly.

2.17.3 A comprehensive list of co-exhibitors shall be submitted to the Organiser at the latest 2 months prior to the event in order to include the full list of co-exhibitors in the event publication. Failure to provide the list of the co-exhibitors by the deadline to the Organiser, may result in the co-exhibitor not being added to the list of exhibitors in the event publication. The guidelines on co-exhibitor data submission is further outlines in the Exhibitor Manual.

2.17.4 The pavilion organiser may only resell space to co-exhibitors having a connection (membership, regional or national identity, etc.) with the organiser of the pavilion.

2.17.5 The pavilion organiser is subject to the same policies as regards cancellation and downsizing, unless specifically stated differently in a specific written addendum to the Exhibition Contract with WindEurope prior to the initial reservation of space.

2.17.6 A unique "branding identity" must be respected inside a pavilion. This branding will place a specific emphasis on the region being represented and not on individual corporate brands or branding.

2.17.7 The pavilion organiser commits to a total size of space in the Exhibition Contract. Additional aisles inside the space which may be created at a later stage by the organiser of the pavilion will be considered as part of the space reserved and invoiced accordingly.

2.17.8 Shall the organiser of a pavilion wish to put carpet between two stands of his pavilion, the organiser shall pay a visibility fee of 50€ /m² (carpet to be provided by the organiser of the pavilion).

2.17.9 Each co-exhibitor of the pavilion should be granted by the organiser of the pavilion a minimum of 6 m² of stand surface, in line with the minimum stand surface at the event as per clause 2.8. Shall the organiser of a pavilion have its own dedicated space within the pavilion, this space will be considered as co-exhibitor space. As a consequence of that rule, a maximum number of co-exhibitors per pavilion will be calculated depending on the total surface of the pavilion. For example, a pavilion of 120 m², could have a maximum of 20 co-exhibitors (20 x 6 m² = 120 m²).

2.18 Additional services, not expressly mentioned in the Exhibition Contract, may be commissioned by an Exhibitor and / or an organiser of a pavilion from the Organiser, which will be defined in a separate addendum to the Exhibition Contract and shall attract additional costs to the Exhibitor and / or organiser of a pavilion.

2.18.1 With respect to services for which the Organiser works with exclusive suppliers, the Exhibitor is expected and required to employ the use of these exclusive suppliers.

2.18.2 Upon request of the Exhibitor, the Organiser may provide meeting rooms or outside space to be rented by the Exhibitor. These rooms or outside space are rented at an additional charge and dependent on availability ("first come, first served" principle). All requests will require approval from the Organiser. Any changes received from the Exhibitor after the initial written confirmation of the request by the Organiser may result in onsite changes of branding or, in extreme situations, dismantling of an exhibit at the full expense of the Exhibitor.

2.19 In order to ensure and maintain organisation, exhibitors shall comply with exhibition regulations, which shall include, but not be limited to the following:

2.19.1 On-site advertising may only be possible through channels offered by the Organiser. Pamphlets may be distributed on the Exhibitor's stand only. Noisy advertisements and, in particular, the use of loudspeakers, is prohibited.

2.19.2 Each Exhibitor shall comply with the exhibitor manual and with the venue and event regulations. It is the responsibility of each Exhibitor to ensure it has received the link to the necessary manuals including the venue and event regulations.

2.19.3 The Exhibitor shall ensure that all contractors and subcontractors have received all necessary documentation, are aware and comply with the exhibitor manual, which includes information relating to assembling, fitting and dismantling of stands.

2.19.4 The timetable for moving-in / moving-out shall be included in the exhibitor manual.

2.19.5 Assembly of stands shall be pre-approved by the Organiser in relation to structure, design and decoration. These shall be assembled with materials that are least flammable and that do not emit harmful gases under the effect of heat and shall be in accordance with [European Standards EN 13501-1](#).

2.19.6 Any fittings or decorations inside a Full Package stand shall not exceed the height of the walls (2.50 m). Exhibitors who have opted for a Basic Package stand shall submit stand plans in accordance with the details provided in the exhibitor manual. A Basic Package stand may be subject to additional approvals depending on their height and complexity, which may attract a structural sign-off fee to be charged to the Exhibitor by the Organiser.

2.19.7 Any installations or decorative elements that could affect another exhibitor in any way are prohibited. Further instructions on stand design and assembly can be found in the Exhibition Manual.

2.19.8 No part of the stand may exceed the given stand limits. The Exhibitor is responsible for ensuring that all exhibits can be viewed within the stand limits.

2.19.9 In the event of non-compliance with the exhibitor manual and the venue and event regulations, the stand and/or parts thereof, exhibits and/or decorations may be removed by the Organiser at the expense of the Exhibitor.

2.19.10 The Exhibitor undertakes to keep the stand open throughout the duration of the exhibition and not to remove any exhibits or dismantle the stand before the end of the exhibition.

2.19.11 For WindEurope Annual Event 2023, the Exhibitor undertakes to comply with the document issued by the venue, [Technical Information Bella Center](#) with the terms of service and rules for exhibitors. It is the responsibility of each Exhibitor to ensure it has received a copy of these documents.

2.19.12 Exhibitors who have opted for a Basic Package stand are responsible for all their waste produced during build up and breakdown.

2.19.13 Insurance - Exhibitors and co-exhibitors must be insured by an insurance company covering public liability, stand material and goods exhibited, whether these goods or material be their own or a third party's property.

Exhibitors at WindEurope Annual Event 2023 must have public liability event insurance cover of €1,500,000, current at the time of event, subject to article 4, by way of their participation, Exhibitors automatically waive all claims, in the event of an accident or damage, against:

- WindEurope;
- The venue owner;
- The exhibitors at the exhibition, the exhibition visitors and the conference participants and other participants;
- The directors, representatives, managers and officials appointed by these persons or bodies.

3. General

3.1 Liability - The Parties shall indemnify the other and hold the other harmless from all losses or damages arising from a breach of the Agreement except in circumstances resulting from gross negligence or intentional or wilful misconduct caused by the relevant Party or its employees.

3.2 Term and Termination - This Agreement shall take effect on the date that the Exhibitor signs the Agreement and shall continue until the completion of the Event or unless terminated early in accordance with its terms.

3.2.1 Either Party has the right at any time to terminate this Agreement immediately by giving written notice to the other in the event that the other:

- Has committed a material breach of any of its obligations under this Agreement (including failure to pay any amounts due under this Agreement and has not remedied any such breach (if capable of remedy) within 15 days of being required to do so by written notice;
- Ceases or threatens to cease to carry on business, is unable to meet its debts as they fall due, has an order made or a resolution passed for its dissolution, has an administrator, receiver or manager appointed, makes any arrangement or composition with its creditors, or makes an application for the protection of its creditors in any way.

This action by WindEurope shall not limit WindEurope from claiming compensation for any damages it may have suffered.

3.2.2 Termination of this Agreement by either Party for any reason shall be without prejudice to any rights or obligations that may have accrued as at the date of such termination.

3.2.3 Upon termination of the Agreement by WindEurope in accordance with Article 3.2 all outstanding sums owing to WindEurope at the date of termination shall become due and payable without deduction or set-off.

3.2.4 Upon expiry or termination of this Agreement, the Parties agree that:

- WindEurope's obligations to provide any further rights linked to the Agreement shall cease.
- Any licenses granted pursuant to this Agreement shall immediately cease; and
- The Exhibitor shall destroy any materials and remove any Event marks from any other materials in its possession.

3.2.5 Furthermore, the Organiser will not be held liable by the Exhibitor should the case arise that Copenhagen City requisitions the venue for unforeseen reasons outside of WindEurope and the Bella Centre's control, such as but not limited to pandemics, epidemics, terrorist attacks and/or threats, etc.

3.3 Confidentiality - Both Parties agree that any information disclosed by both Parties in relation to this Agreement is considered proprietary and confidential, including all information dealing with any of the associations' business opportunities, strategy, research, product design, development, client details, membership details, general activities, and personnel. Such information may not be disclosed or reproduced without the prior written consent of the disclosing Party, except where necessary to perform the tasks assigned to the receiving Party under this Agreement. Confidential information will not include information previously known to the general public or previously recognised as standard practice in the sector. Both Parties shall impose the same obligations on its employees and subcontractors. Both Parties may disclose Confidential Information if required to do so by law, court order, regulation or governmental authority provided (to the extent permissible by law) it has notified the other Party in advance and agreed the scope of the disclosure.

3.4 Intellectual Property Rights (IPRs) - The Parties acknowledge as follows:

- All IPRs in the Exhibitor's marks shall be solely and exclusively owned by the Exhibitor, together with any goodwill therein, and WindEurope shall not acquire any rights therein, including any developments or variations; and
- All IPRs in the Events marks shall be solely and exclusively owned by WindEurope, together with any goodwill therein, and the Exhibitor shall not acquire any rights therein, including any developments or variations.

3.4.1 All IPRs in or arising out of or in connection with the Event (including but not limited to any rights accruing in the Event marks) shall be owned by WindEurope but always without prejudice to Article 3.4.

3.4.2 Both parties shall indemnify and keep the other party indemnified from and against all claims, damages, losses, costs (including all reasonable legal costs), expenses, demands or liabilities arising out of any claim that the other party's use of the indemnifying party's intellectual property rights in accordance with the Agreement infringes any intellectual property rights of any third party.

3.4.3 Neither Party shall knowingly do, or cause, or permit anything to be done, which may prejudice or harm or has the potential to prejudice or harm the distinctiveness or reputation of the other Party's marks or do anything which will or may affect any registration of the other Party's marks.

3.4.4 The Exhibitor agrees that it shall not use the Event marks in any way that, in WindEurope's reasonable opinion, connotes that the Parties are forming a partnership or any trading arrangement (other than the collaboration of the Event), or that WindEurope endorses any part of the Exhibitor's business, trading name or style.

3.4.5 If during the Term, either Party becomes aware of any threatened or actual unauthorised use or any misuse of the other's IPRs, then it shall promptly notify the same to the other in writing. The non-owner of the IPRs will, at the owning Party's reasonable request and cost, provide all reasonable co-operation (including, without limitation, the provision or completion of any documentation) in any action, claim or proceedings brought or threatened in respect of such intellectual property rights, but shall not be obliged to take any further action.

3.5 Transfer of Rights - The Exhibitor shall not assign or transfer any of its rights under the Agreement, in whole or in part, to any third party without the prior written consent of WindEurope.

3.6 Data Protection - Each Party warrants to the other Party that it will comply with all relevant laws and regulations relating to data protection and the promotion of the Event and will indemnify and keep indemnified and defend (at its own expense) the other Party against all costs, claims, damages or expenses incurred by the other party or for which WindEurope may become liable due to any failure by it or its employees or agents to comply with any of its obligations under this Agreement or any applicable laws and regulations.

3.6.1 In order for WindEurope and the Exhibitor to be able to execute the Agreement fully and in good faith, it is understood by both Parties that certain specific personal data is required to be transferred to the exclusive suppliers of WindEurope. This data will only be used for the execution of this agreement as shown in the non-exhaustive list below: i.e., publication in the exhibition catalogue, freight forwarding, stand build-up/break-down, direct links to the venue for logistical purposes, registration, security, health & safety. Any personal data will be used solely in accordance with current EU and Belgian data protection legislation and will not be disclosed to a third party (outside of what is required for the execution of the Agreement) without the Exhibitor's written prior consent. Please see WindEurope's privacy policy here: <https://windeurope.org/privacy-policy/>. Please note that the Exhibitor has several rights regarding their personal data, i.e., the right of information, access and copy of their personal data, rectification, erasure, restriction of processing, data portability, objection, withdrawal of consent and complaint. To exercise any of these rights, please contact: privacy@windeurope.org.

3.6.2 Terms such as “Processing”, “Personal Data”, “Data Subject” shall have the meaning ascribed to them in the General Data Protection Regulation (EU) 2016/679 (hereinafter “GDPR”) or any successor regulation relating to Data Protection. Both Parties shall process any Personal Data disclosed to it for the performance of the Agreement in compliance with the provisions of the GDPR. All Parties shall solely process such Personal Data to the extent necessary for the performance of its obligations under the Agreement. Personal Data received from the Exhibitor may not be disclosed by WindEurope to any third party without the prior written consent of the Exhibitor. WindEurope ensures that any persons authorised to process the data have committed themselves to confidentiality. Personal Data received from WindEurope may not be disclosed by the Exhibitor to any third party without the prior written consent of WindEurope. The Exhibitor ensures that any persons authorised to process the data have committed themselves to confidentiality. Both Parties shall at any time ensure the confidentiality, integrity availability of the Personal Data as well as the security of the processing of such data through the implementing of appropriate technical and organisational measures considering the nature, scope, context and purposes of the processing and the risk for the rights and freedoms of the data subject. Both Parties shall delete [or return] all the Personal Data to the relevant Parties after the end of the provision of services and delete existing copies. Both Parties represent and warrant that the Personal Data that will be disclosed in the scope of the Agreement has been collected and processed by it in accordance with the GDPR. In particular, all Parties represent and warrant that the processing of such Personal Data will be performed in accordance with the explicit and specific purposes for which the data was collected. Both Parties shall assist each other if a Data Subject is willing to exercise a right granted to him/her by the GDPR (right of access, right of rectification, right to erasure, right to restriction of processing, right to data portability, right to object and automated individual decision-making). He/she shall make available to the relevant Party all information necessary to demonstrate compliance with the obligations laid down in the GDPR and allow for and contribute to audits or inspections conducted by that Party. Both Parties shall notify the relevant Party any breach of Personal Data within a maximum of 8 hours after becoming aware of it. The receiving Party acknowledges that the personal data transferred to him could be subject to applicable privacy and data protection laws (“Privacy Rules”). The receiving Party shall only process the personal data in the framework of and for the performance of this Collaboration Agreement, according to the instructions from and under the authority of disclosing Party and in accordance with the Privacy Rules. The receiving Party must implement technical and organisational security measures to protect the personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, and any other unauthorized processing of the personal data. In addition, the receiving Party shall have and maintain written procedures to be followed in the event of any actual or suspected security incident that affects or threatens to affect the security, confidentiality, or integrity of the personal data. If the receiving Party becomes aware of any such suspected or actual security incident, it shall: (i) promptly notify the disclosing Party thereof; (ii) investigate the security incident; (iii) keep the disclosing Party informed of any course of action taken by it in response to such security incident and (iv) remediate the effects of such security incident. The receiving Party shall not transfer the personal data to countries outside the European Economic Area who lack an adequate level of protection without (i) obtaining the disclosing Party’s prior written consent and (ii) entering into the European Commission’s Standard Contractual Clauses. The receiving Party is solely and fully liable for any damages resulting from failure to comply with the provisions of this Article.

3.7 Force Majeure & other compelling circumstances - Upon occurrence of compelling circumstances, especially in case of Force Majeure, WindEurope shall be entitled to fully or partially shut down (“discontinue”), and/or cancel, relocate and/or postpone (“postpone”) the function subject to this contract (trade fair, exhibition, campaign, etc.) and/or change its duration and/or otherwise modify it from a physical to a virtual function, upon due consideration of the legitimate interests of all concerned

in the execution of said function. In particular, Force Majeure shall be deemed to have occurred if such compelling circumstances are outside the reasonable influence of WindEurope. For example, events such as war, civil war, armed conflict, acts and/or threats of terrorism, political unrest and/or the use of chemical, biological, or biochemical substances or nuclear energy shall be deemed to constitute Force Majeure. Furthermore, Force Majeure shall include pandemics, epidemics, rampant infectious diseases, or similar public health threats and/or violent acts of nature (storms, cyclones, earthquakes, floods etc.) and the consequences thereof. In particular, Force Majeure shall include the prevention of the execution of any function by acts of any government that are outside of the reasonable influence of WindEurope, such as intervention by any EU institution and/or any national federal, state, local or other public authority, including but not limited to directives, decrees, general orders etc. Compelling circumstances, and in particular, Force Majeure shall be deemed to exist not only upon the occurrence of any such event but also whenever such an event can be expected to occur with reasonable probability at the time of the function. The decision whether any such event has occurred or is imminent shall be made according to the reasonably exercised discretion of WindEurope with due consideration of the Exhibitor's interests. In the event that a function is cancelled pursuant to Article 3.7, in particular due to any impact directly or indirectly caused by COVID-19, WindEurope shall notify the Exhibitor within a reasonable time allowing the Exhibitor to cancel their participation free of charge. The Exhibitor shall not be entitled to raise any liability claims related to such cancellation. In the event that the function is modified otherwise than by cancellation or shutdown (discontinuation) pursuant to Article 3.7 (e.g., by postponement or relocation or moving from physical to virtual event), in particular due to any impact directly or indirectly caused by COVID-19, WindEurope shall notify the Exhibitor within a reasonable time allowing the Exhibitor to cancel their participation free of charge. The Exhibitor shall not be entitled to raise any liability claims related to such cancellation. Any request of cancellation from Exhibitor that falls outside of the scope of Article 3.7 will fall under Article 2.6.2. WindEurope shall be entitled to cancel the function provided that the required minimum number of registrations has not been received and execution of the function as originally intended would represent an unreasonable economic burden. In the event that WindEurope is responsible for the cancellation of a function, the Exhibitor shall not be entitled to raise any claims for damages against WindEurope in case of slight negligence.

3.8 The terms and conditions set out in this document shall prevail over any other terms and conditions that may be contradictory to these, which may be found on brochures, websites, and other notices.

3.9 Applicable law and jurisdiction will be exclusively governed by Belgian law. The commercial courts of Brussels will have exclusive jurisdiction, without prejudice to WindEurope's right to initiate proceedings under the laws and before the courts of the Exhibitor's registered office in the event any sums are due by the Exhibitor to WindEurope.

3.10 **Severability** - If any provision of these Terms & Conditions is found by Belgian law to be invalid, unlawful, or unenforceable, that provision shall be deemed not to be a part of these Terms & Conditions it shall not affect the enforceability of the rest of the General terms & Conditions. Moreover, in such event, the parties shall amend the invalid, illegal or unenforceable provision in such a way as to reflect, insofar as possible, the purpose of the invalid, illegal or unenforceable provision(s).

3.11 The above Articles refer to the terms and condition of the various commercial activities of WindEurope, which constitutes the entire agreement between WindEurope and the Exhibitor with respect to the relevant subject matter, hereof, and supersedes and replaces all prior agreements and understanding, whether written or oral, with respect to the same subject matter still in force between the parties.