

TERMS AND CONDITIONS

Article 1 Definitions

In these general terms and conditions, the following definitions apply:

1. *Organizer*: Hyphen Projects B.V. having its statutory seat in Hilversum (1211 HJ) at Veerstraat 37, registered at the Chamber of Commerce under number 32110979, also trading under the names: BCF Career Event, BCFjobs, BCF Courses, BCF Grant Application Course, BCF Insights, BCF Career, Innovation for Health, BioBusiness Summer School, BioBusiness Winter Retreat, Global Scale-up Program, Global Investor Forum, TAP BioBusiness, Finance for Growth, and BDP Life Sciences.
2. *Customer*: the natural person or legal person that has given the Organizer the assignment to provide services or take part in events organised by Organizer or events for which Organizer is the owner.
3. *Services*: all Services related to organising events, conferences, fairs or courses and project management in the "life sciences" and related sectors, including but not limited to events, fairs, conferences and courses organised by Organizer itself. The aforementioned applies in the broadest sense of the word.
4. *Documents*: all documents provided by the parties to each other, including goods or information carriers, as well as documents, including goods or information carriers produced by Organizer in the context of the execution of the assignment.
5. *Agreement*: every verbal or written agreement between Customer and Organizer to provide Services by Organizer for Customer.
6. *Parties*: Customer and Organizer jointly.

Article 2 Applicability

1. These general conditions apply to all offers, quotations and agreements between Organizer and Customer entered into within the framework of the implementation of the Services.
2. Applicable is always the last deposited version or the version that applied at the time of the establishment of the legal relationship with Organizer. Dutch text of the general terms and conditions is decisive for the explanation of the text.
3. Deviations from these general conditions are only valid if and insofar as they are agreed in writing between the Client and the Organizer.
4. If the Client applies general terms and conditions and refers to them, the applicability thereof is hereby explicitly rejected.
5. If any provision, forming part of these general terms and conditions or of the agreement, is void or is nullified, only the relevant provision will not apply. All other provisions shall remain valid and the provision shall be agreed between parties be replaced without delay by a provision that approximates the scope of the original provision as much as possible.
6. If uncertainty arises regarding the interpretation of one or more provisions of these terms and conditions or between parties of a situation which is not governed by these terms and conditions, then the explanation must be found "in the spirit" of these provisions.
7. The present conditions also apply to agreements with Organizer, for the implementation of which the Organizer must involve third parties.

Article 3 Quotation and Agreement

1. All offers made by Organizer and/or quotations are without obligation, unless explicitly stated otherwise. Offers or quotations do not automatically apply to future assignments.
2. Organizer cannot be held to its offers or quotations if Customer can reasonably understand that the bids or offers, or any part of that, is or contains an obvious mistake, clerical or printing or typographical error.
3. The agreement comes into being after Customer has accepted the offer made by Organizer, even if this acceptance deviates from the offer in certain points. When the acceptance deviates from the offer on essential points, the agreement only comes into being if Organizer has explicitly agreed to these deviations in writing.
4. If Customer issues an order without a prior offer by the Organizer, Organizer is only bound by this order after it has confirmed this in writing to the other party.
5. Agreements become binding by written confirmation by Organizer or as soon as Organizer has begun with the execution without objection from Customer.
6. Changes to the agreement are only valid if and insofar as they are agreed in writing between Customer and Organizer. Organizer will execute the desired changes, provided these are reasonably possible. Modifications may cause delays, which are considered as force majeure.

Article 4 Customer obligations

1. Customer is obliged to Organizer with all data, information and/or materials, which Organizer needs for the proper execution of the contract, timely and in the desired manner.
2. Organizer has the right to suspend the execution of the agreement until the moment that the Customer has complied with the obligation referred to in the previous paragraph.

3. Customer is obliged to inform Organizer without delay about facts and circumstances that are of interest relating to the conclusion and further execution of the contract.
4. The additional costs resulting from the delay in the execution of the contract and any extra fee, caused by not, not timely, not properly or not accordance with the agreements, providing the requested information and/or materials, are for Customer's account. If requested by Customer, the documents and/or materials will be returned to Customer.
5. Customer is entitled to set high standards to the service of Organizer, but Customer guarantees the accuracy, completeness and reliability of the by or on his behalf provided data, documents and materials. Customer shall at all times be responsible and liable for the consequences of providing incorrect, incomplete or unreliable data, documents and / or materials.
6. Customer must inform Organizer about changes with respect to the event. This is including, but not limited to, the following topics: location, planning, (number) participants, third parties involved, etc.
7. Without being in default, Organizer may refuse a request to amend the agreement if this could have qualitative and/or quantitative consequences, for example for the Services to be performed or the goods to be delivered.
8. Customer must read and check the data from the received documents on correctness and any inaccuracies and pass this on to Organizer as soon as possible.
9. If Services are provided in the context of the agreement by Organizer or by third parties engaged by Organizer at the location of the Customer or a location designated by the Customer, the Customer is responsible for the safety of Organizer. This includes, among other things, working in a smoke-free room.

Article 5 Execution assignment

1. Organizer determines the manner in which and by which person(s) the agreement will be executed. Organizer will, if possible, take into account timely and responsible instructions from Customer regarding the execution of the agreement.
2. Organizer will deliver the Services to its best ability and in a professional manner. Organizer cannot, however, guarantee the achievement of any intended results. There is only an obligation of best effort.
3. Organizer has the right to appoint a third party to deliver (part of) the Services without notice or permission of Customer, if this is the opinion of Organizer desirable.
4. If, during the term of the agreement, Services are provided for the benefit of the profession or business of the Customer which does not fall under the Services on which the Agreement is concerned, these services are considered to be conducted under separate agreements.
5. Any terms stipulated in the agreement within which the Services must be conducted, are only approximate and not fatal deadlines. Exceeding such a period does not therefore result in an attributable shortcoming by Organizer and therefore no ground for dissolution of the agreement. If a term is exceeded, the Customer must therefor give Organizer notice of default in writing. The organizer must be offered a reasonable period to still execute the agreement.

Article 6 Date, time and venue

1. Organizer will determine the date of the event, including the times for building up and dismantling the stands.
2. If considered necessary by the Organizer justified by special circumstances the Organizer can decide to change the date, times and/or venue of the event and/or cancel the event altogether.
3. Under special circumstances as mentioned in the previous point fall market circumstances and all other circumstances that, after due consideration of the vested interests, could jeopardize the success of the event in the opinion of the Organizer.
4. In the event of changes to the fixed date, times and/or accommodation, the participation agreement remains in full force. If the Organizer decides not to proceed with the event in accordance with paragraph b, Organizer is entitled to charge or receive from the Customer an amount of no more than 20% of the total participation costs to cover the preparation costs. In all cases, Customer is obliged to pay in full the remaining costs incurred in for his/her participation, made at his request by or through Organizer.
5. In no case can Customer claim towards the Organizer any compensation for costs incurred or damage suffered in connection with a decision as described in paragraph 2 of this Article.

Article 7 Application and selection

1. Registration for the event must take place using the registration form intended for this purpose. After receiving your application, Organizer sends a confirmation email and an invoice.
2. Organizer reserves the right to refuse applications without providing any reason.
3. Applications will be treated, possibly by sector, in order of entry.
4. Organizer has the right to make changes in already assigned exhibition space and / or parallel presentations, if this should be necessary for Organizational reasons, without Customer being entitled to claim compensation for damage, in whatever form or having originated by whatever cause.
5. The construction and dismantling are at the expense of Customer. Customer must take care of the construction and dismantling of the stand within the agreed times.

6. It is not permitted to sublease or transfer exhibition space, nor is it allowed to give away exhibition space for free to third parties.

Article 8 Force majeure

1. If Organizer is not able to fulfill her obligations at all, or not in a timely or thorough manner due to a circumstance beyond her control, including but not limited to, illness of employees, weather, technical difficulties and other interruptions in the normal business routine within her organization or that of Customer, then the obligations will be suspended until the moment that the Organizer is able to fulfill these in the manner as agreed upon. If this period lasts longer than six months, then either party can dissolve the agreement without having to reimburse damages to the other party.
2. Force majeure in these terms and conditions applies to circumstances that are not attributable to the fault of Organizer and that neither by law, a legal act or generally accepted opinions can be charge to Organizer. In addition to the above description of force majeure based on the law and jurisprudence, force majeure also includes all external causes, foreseen or unforeseen, on which Organizer cannot exert influence, but as a result of which Organizer is unable to meet the obligations.

Article 9 Fees and price changes

1. The prices stated in an quotation, application form, offer or invoice are excluding VAT.
2. Organizer calculates Services based on rates that Organizer agrees with Customer in advance or on the basis of a predetermined and agreed upon amount per service/agreement.
3. If Organizer agrees a fixed fee or fixed price with the Customer, then Organizer is at all times entitled to increase this fee or this price without the Customer being entitled to terminate the agreement for that reason if the increase of the price arises from jurisdiction or obligation pursuant to the law or regulation.
4. If Organizer calculates on the basis of hourly rates, then before Organizer starts an assignment, an estimate is made of both the content of the service and the costs involved. However, Customer cannot derive any rights from this estimate.
5. If Organizer has agreed an hourly rate with Customer, Organizer is nevertheless entitled to increase this fee or rate when it appears during the execution of the Services that the originally agreed or expected amount of work was insufficiently estimated when drafting the agreement, thus not attributable to Organizer, that it cannot reasonably be required of Organizer, that Organizer performs the agreed Services at the originally agreed fee. Of course, Organizer informs Customer of this immediately.
6. As soon as additional work occurs in relation to the contract, Organizer informs Customer of the financial consequences.
7. Organizer is entitled to request a deposit for the costs still to be incurred for some assignments.
8. The Customer's payment obligation on invoices is not dependent on the outcome of the Services provided. Organizer only has an best effort obligation.

Article 10 Payment

1. Customer must pay the invoice within 30 days after the invoice date, unless explicitly agreed otherwise, in a manner to be indicated by Organizer in the currency stated on the invoice. Payment will take place without deduction, settlement or suspension for whatever reason. Objections against the amount of an invoice do not suspend the payment obligation.
2. If a Customer has not paid within the term referred to in paragraph 1, or not within the otherwise agreed upon term, he is legally in default and Organizer, without a further summons or notice required, has the right from the due date to invoice Customer the statutory (trade) interest over the invoiced amount, until the day of full payment, without devaluing the further rights of Organizer.
3. All costs incurred as a result of judicial or extrajudicial collection of the claim are at the expense of Customer, also if as these costs exceed the costs determined by the judicial court ruling.
4. Deviating from paragraphs 2 and 3 of this Article, the following applies to Customer and those acting in the capacity of Customer. In the event of late payment, they will first be given notice of default and will receive a reminder whereby a period of fourteen days will be granted for payment before Organizer claims legal interest and extrajudicial collection costs. This period commences on the day following receipt of the notice of default. The extrajudicial collection costs over the principal sum are calculated in accordance with the Extrajudicial Collection Costs (BIK) Decree as follows:
 - Over the first Euro 2.500, - 15% with a minimum of € 40, -
 - Over the next Euro 2,500, - 10%
 - Over the next Euro 5,000, - 5%
 - Over the next Euro 190,000, - 1%
 - Over the amount in excess of Euro 200,000, - 0.5% with a maximum of € 6.775,
5. In the case of a joint assignment, Customers, insofar as the Services have been performed for the benefit of the Customer, are joint and severable liable for the payment of the invoice amount.

Article 11 Suspension, dissolution, cancellation

1. Organizer has the right to suspend the fulfillment of all its obligations or to dissolve the agreement until all due and payable debts of Customer have been paid in full, if:
 - a. Customer does not or not fully comply with the obligations from the agreement.
 - b. After finalizing the agreement Organizer learns of circumstances giving reasonable cause to fear that the Customer will not fulfill the obligations. In case there is reasonable cause to fear that the Customer will only partially or improperly fulfill its obligations, the suspension is only permitted insofar as the shortcoming justifies it.
 - c. Customer at the conclusion of the agreement is requested to provide a deposit for the fulfillment of his obligations under the agreement and this deposit is not provided or is insufficient.
2. Furthermore, Organizer is authorized to dissolve the agreement (or have it dissolved) if circumstances arise which are of such a nature that compliance with the agreement is impossible or can no longer be required according to standards of reasonableness and fairness or if circumstances arise of such nature that unaltered continuation of the agreement cannot reasonably be expected, such as but not limited to serious health issues on the part of Organizer, which is considered as force majeure.
3. If the agreement is dissolved, Organizer's claims against the Customer will be immediately due and payable. If Organizer suspends fulfillment of the obligations, it will retain its rights under the law and agreement.
4. If Organizer proceeds to suspension or dissolution, it is in no way obliged to pay compensation for damage and costs in any way whatsoever. Organizer always reserves the right to claim compensation. Customer is obliged to pay compensation or compensation in the event of breach of contract.
5. If the Customer cancels an order or assignment in whole or in part, the Services that were performed in the pre-production or preparations and the ordered or prepared goods will be fully charged to Customer. In the event that Organizer acts as an intermediary supplier, the invoicing amount, participant and guest numbers and quantities are binding.
6. Cancellation must be made by written notice to Organizer. If the Customer cancels a placed order or participation, Organizer will charge the following cancellation costs:
Cancellation up to 3 months before the event: 25%
Cancellation between 3 and 2 months before the start of the event: 50%
Cancellation between 2 and 1 month before the start of the event: 75%
Cancellation from 1 month up to the start of the event: 100%
7. If the Customer cannot take part in the event due to special circumstances beyond his control, at the discretion of Organizer, Organizer may terminate the participation agreement at the request of Customer. In this case, Organizer is entitled to invoice or withhold 20% of the total participation costs. Customer shall also continue to be liable for all costs already incurred by or through Organizer in connection with his participation at his request.

Article 12 Termination

1. The agreement concluded between Customer and Organizer ends with the liquidation or dissolution of the company of the Organizer of Customer.
2. If the work to be carried out by Organizer is not yet complete at the end of the agreement, the legal successor under general or special title shall not be obliged to complete this work, even if the company of Organizer is re-established in any way whatsoever. In that case, the contractual sum must be paid by Customer to the assignees, minus a reasonable amount to be determined in consultation with the assignees for the unfinished part of the work.
3. Agreements to perform periodic Services are, unless explicitly stated otherwise in writing, for an indefinite period of time and can be cancelled by both parties taking into account the notice period of two months.

Article 13 Insolvency

1. Undiminished by the provisions in the other articles of these general terms and conditions, Organizer shall be entitled to dissolve the agreement without further notice of default and without judicial intervention by means of a written statement to the Customer, at the moment at which Customer:
 - a. is declared bankrupt or an application for bankruptcy is made;
 - b. applies for a (provisional) moratorium on payments
 - c. is affected by executory seizure of goods or assets.
 - d. placed under legal guardianship or under enhanced vigilance
 - e. otherwise loses the power of disposition or legal capacity with respect to his assets or parts thereof.
2. The provisions of paragraph 1 of this Article apply unless the curator or the administrator recognizes the obligations arising from the agreement as an estate debt.
3. Customer is at all times obliged to inform the curator or administrator of the contents of the agreement and these general conditions.
4. Customer continues to owe Organizer payment of the costs arising from the agreement, without prejudice to Organizer's right to claim damages.

Article 14 Liability and indemnity

1. Organizer is only liable for damage suffered by Customer in case of malicious intent or gross negligence on the part of Organizer.
2. Should Organizer nevertheless be liable, in situations that are not malicious intent or grossly negligent, Customer must demonstrate that he has suffered direct damage as a result of an attributable shortcoming, arising or relating to the execution of an assignment by Organizer. In that case, the liability of Organizer is limited to only direct damages with a maximum of the amount to be paid by the insurer in the corresponding case.
If no payment is made by the liability insurance, any liability for direct damage is limited to a maximum of the amount invoiced or invoiced by Organizer to Customer on the basis of the agreement from which the Customer will have a maximum period of one month.
3. Organizer is not liable for:
 - Customer or third-party damage resulting from the provision of incorrect or incomplete data or information by Customer to Organizer, or otherwise due to an act or omission of Customer;
 - damage to or loss of any possession of Customer, regardless of which event caused the damages or loss;
 - repair costs of damage to furniture or inventory items from the event accommodation caused by Customer or third parties;
 - damage caused to Customer or third parties as a result of disappointing results as a result of the execution of the agreement;
 - damage to Customer or third parties resulting from an act or negligence of auxiliary staff / third parties employed or engaged by Organizer (not including employees of Organizer), also if they are employed by an organization affiliated with Organizer, or by materials made available and by them that were used;
 - damage caused to Customer or third parties as a result of faulty, improperly maintained materials or missing materials made available to Customer;
 - damage caused by improperly installed devices or fencing;
 - damage caused by weather changes or other force majeure situations, such as but not limited to falling fencing, collapsing stages, released materials,
 - damage caused by or to other materials or tools of Customer and/or third parties;
 - occupational, corporate, indirect or consequential damages to Customer or third-parties or consequential damages arising from Customer or third parties, including but not limited to stagnation in the course of business of the Customer;
 - any form of damage suffered by third parties;
 - any form of personal injury suffered by Customer or third parties.
4. Organizer has the right at all times, if and as far as possible, to reverse or limit Customer's damage through repair or improvement of the assignment.
5. Organizer is not liable for damage or loss of documents and/or goods during transport or during shipment by mail, regardless of whether the transport or dispatch is made by or on behalf of Customer, Organizer or third parties.
6. A claim for compensation of damage must be submitted to Organizer no later than two months after Customer has discovered the damage or could reasonably have discovered it, failing to do so causes the right to compensation to lapse.
7. Customer indemnifies Organizer against all claims from third parties. Customer will never appeal to employees of Organizer.
8. If, during the execution of the Services, Organizer makes a mistake known to the Customer, he is obliged to notify Organizer immediately after he discovered or could have discovered the error. If he fails to report this mistake to Organizer, he will not be liable for the damage.
9. The liability referred to in this Article applies to matters that are implemented within the Netherlands. When taking place outside of the Netherlands, the Customer must ensure that corporate liability rests with them.

Article 15 Secrecy and exclusivity

1. The parties are obliged to maintain secrecy towards third parties, which are not involved in the execution of the agreement. This confidentiality concerns all information of a confidential nature made available to the other party. This confidentiality does not apply in case of legal or professional measures and other national or international regulations with a similar scope, that impose an obligation to share information on the parties, or in so far as parties have waived their confidentiality rights. This provision also does not forbid confidential consultations with colleagues within the organizations of the parties, insofar as the parties deem this necessary for the careful execution of the agreement or for the proper satisfaction of legal or professional obligations.
2. Organizer has the right to use the knowledge gained through the implementation of the agreement for other purposes, insofar as no strictly confidential information from the Customer is brought to the attention of third parties.
3. Organizer is entitled to use the numerical results obtained after processing, provided that these results cannot be traced back to individual Customer, for statistical or comparative purposes.
4. When visiting the Organizer website, Organizer may collect information from Customer about the use of the website by means of cookies.

5. The information that Organizer collects through cookies can be used for functional and analytical purposes.
6. In the event of violation of the confidentiality clauses, an immediately due and payable fine will be owed by Customer to Organizer of € 5,000 per violation, without prejudice to Customer's obligation to compensate the resulting damage.

Article 16 Intellectual property

1. Organizer reserves all rights it is entitled to under the Copyright Act and other intellectual laws and regulations relating to products of the mind that it uses or has used in the context of the execution of the agreement with Customer.
2. Organizer reserves the right to publish photo and video recordings that were acquired during (pre) production via the digital network and/or to use it on the Organizer's own website. In doing so, professionalism and discretion are always taken into account. Organizer will indicate in this publication that it has done this assignment in coproduction with Customer.
3. Customer is explicitly prohibited from sharing products, including but not limited to advice, (model) contracts and other spiritual products, in the broadest sense of the word, with or without the involvement of third parties, to third parties to be reproduced, to make public or to exploit other than to obtain an expert opinion regarding the Contractor's Services. The agreement between the parties does not include any transfer or obligation to transfer an intellectual property right from Organizer to Customer.
4. If an intellectual property right is infringed of an Organizer developed product, service, program or plan that has been printed without permission, put on the internet or has been put into circulation in some other way (Organizer will prohibit through court) further sale and distribution of the work and/or demand compensation for the damage suffered. Organizer is also entitled to demand rectification or withdrawal of the product, service, program or plan, even if there is only a suspicion of copying it.
5. The intellectual property rights used by Organizer under license may never be modified, reproduced, revealed or exploited by Customer.
6. Customer guarantees to be entitled to use the information and documents send by Customer and indemnifies Organizer against any claim from third parties based on violation of an intellectual property right.
7. In the event of violation of the provisions of this Article, Customer is bound to all damage suffered by Organizer and third parties, including but not limited to loss of exclusivity of the work in question (or part thereof), loss of royalties and loss of profit, full compensation, with a minimum reimbursement of € 2,500.00 per service, program, product or plan.

Article 17 Applicable law and choice of court

1. Dutch law applies to all agreements between Customer and Organizer to which these general terms and conditions apply even if an obligation is fully or partially executed abroad or if the party involved in the legal relationship is domiciled there.
2. The applicability of the CISG Convention is explicitly excluded.
3. Any disputes between parties will solely be settled by the judicial court in the district where Organizer is located even if the Customer resides abroad, unless mandatory legal provisions demand otherwise.