

## Specific Terms and Conditions Event Participation

### METSTRADE 2022 – SUPERYACHT PAVILION

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These Specific Terms and Conditions for Event Participation (the **Specific Event Terms**) apply to participation in the **METSTRADE 2022 – SuperYacht Pavilion** (the **Event**). In addition to these Specific Event Terms, the General Terms and Conditions of Event Participation (the **General Event Terms**) also apply. Terms in these Specific Event Terms with a capital letter have the same definition given to them in the General Event Terms.

#### **Organisation**

The Event is organised by RAI Amsterdam B.V. under the auspices of ICOMIA, the International Council of Marine Industry Associations.

#### Contact details:

RAI Amsterdam B.V.  
Project Team METSTRADE 2022 – SuperYacht Pavilion  
P.O. Box 77777  
1070 MS Amsterdam  
The Netherlands  
T: +31 (0)20 549 12 12  
E: metstrade@rai.nl; W: METSTRADE.com

#### **Venue and dates**

The Event will be held in the RAI Amsterdam Convention Centre in Amsterdam from Tuesday 15 November 2022 to Thursday 17 November 2022.

#### **Opening hours**

The Event will be open to visitors on Tuesday 15 November from 10 a.m. to 6 p.m., Wednesday 16 November from 10 a.m. to 6 p.m. and Thursday 17 November from 10 a.m. to 5 p.m. For Participants, the RAI Amsterdam Convention Centre will be accessible on Event days from two hours before the opening until two hours after the closing of the Event.

#### **Construction and dismantling**

Shell scheme ('ready-to-use') stands can be decorated between 8.00 a.m. to 8.00 p.m. on Sunday 13 November 2022 and between 8.00 a.m. to 5.00 p.m. on Monday 14 November 2022. Goods should be removed and stands dismantled and removed between Thursday 17 November 2022 from 6.30 p.m. to 11.30 p.m. and Friday 18 November 2022 from 08.00 a.m. to 12.00 p.m. (noon).

#### **Exhibition Committee**

The Exhibition Committee consists of representatives of the above mentioned authorities and invited members. An Entry Committee has been appointed by the Exhibition Committee for assistance. The Exhibition Committee retains the right to review the acceptance of products at all times. The Exhibition Committee retains the right to review and to refuse products which are not consistent with the Event programme as described below. In case of doubt, it is advisable to seek advice from the organisation before registration.

#### **Entry Committee**

An Entry Committee has been appointed by the Exhibition Committee for assistance.

The function and authority of the Entry Committee includes:

- Evaluating the exhibits as described under 'Event programme' following the ICOMIA product listing;
- Evaluating compliance with the rules as given under 'Participants';
- Maintenance and interpretation of the remaining provisions of both the Specific Terms and the General Terms;
- Monitoring compliance with the regulations relating to lay-out, decorations, safety, advertising, unfair competitions, noise nuisance, etc.

#### **Event programme**

The event programme comprises:

- equipment, materials, systems and services for the superyacht industry (superyacht: larger than 24 metres in length).

The complete and official product description of products which are permitted to exhibit in the SuperYacht Pavilion at METSTRADE is communicated to prospects and exhibitors on request by the organisation via metstrade@rai.nl. The complete and official product description/Event programme is also available online via METSTRADE.com.

It is the exhibitor's responsibility to ensure that the products which are displayed comply with all national and regional standards applicable to the country of exhibit (Dutch and EU regulations).

- Exhibitors of propulsion engines represent and warrant that all marketed and physically displayed engine products comply with the EU essential requirements for exhaust emissions as expressed in Annex 1.B of EU Directive 2013/53/EU on recreational craft and personal watercraft.
- Exhibitors of outboard engines and sterndrives with integral exhausts also represent and warrant that they comply with the essential requirements for sound emissions as expressed in Annex 1.C of EU Directive 2013/53/EU on recreational craft and personal watercraft.

In order to verify that these conditions have been complied with, applicants for exhibition space agree to submit on request a copy of the EU Declaration of Conformity for the marine engine products that will be marketed and displayed at the show.

Exhibitors agree to cooperate fully with and respond to any questions from any authorities or others as appointed by the organisation. Exhibitors agree that it is their sole responsibility to comply with emissions or safety regulations; and that none of the show parties nor the show may be held responsible for any penalties, burdens or costs that are associated with or result from the enforcement of environmental or safety laws by the appropriate officials.

**Please note that:**

- 1) **Boats** are **not** accepted, the only exception being small inflatable boats/tenders with a max. of 3.20 meters length.
- 2) The boats in question may not rise above the stand. Inflatable (auxiliary) boats of any size with integral inboard engines are also expressly forbidden
- 3) Services e.g. financial or advisory; as opposed to goods, are not accepted.
- 4) Boat trailers of a length exceeding 4 metres are expressly forbidden. It is not permitted to exhibit products in and/or on the trailer. It is permitted to stack several trailers on top of each other, always provided that they remain within the dimensions of the stand;
- 5) Marine accessories are accepted only if they are strictly marine related;
- 6) Semi manufactured products are accepted only if they are strictly marine related;
- 7) Cutlery is accepted only if they are strictly marine related;
- 8) Water sports accessories such as tubes, wakeboards and canoes are excluded from the METSTRADE Event programme.

Products that are excluded from the METSTRADE Event programme, but are despite of this rule displayed on site, will be removed from the stand on the risk and costs of the exhibitor.

**Participants**

The products described under Event programme may only be exhibited by companies who are either original equipment manufacturers and/or authorised distributors of these materials and equipment. (Authorised) distributors are accepted only under the condition that they can show a confirmation from their manufacturer stating that the manufacturer will not be present at METSTRADE/SYP and that this particular distributor is authorised by the manufacturer to exhibit at METSTRADE/SYP. If this is questionable, the organisers reserve the right to ask for written verification. Authorisation is at the full discretion of the organisers, who may refuse exhibitors without incurring any liability.

**Demonstrations**

Special activities at stands, such as product presentations, performances and shows, may only take place if written permission is granted by RAI. Please note that permission must be requested in writing at the latest 30 days before the beginning of the construction period. This permission is subject to various conditions, including that the activity must be situated in such a way that interested visitors do not block the corridor.

**Participation package**

A registration fee of € 495.00 is charged per application. The registration fee is non-refundable.

This registration fee includes:

- Name on participants list in the exhibition catalogue
- Name on participants list at the website METSTRADE.com
- Company name ('Company Profile') for company presentation at METSTRADE.com
- Access to the Exhibitor Portal and Web Shop and ability to use several offers from preferred suppliers
- Exhibitor badges (based on the size of stand)

For each additional company that exhibits within the space rented by a main Participant, a non-refundable registration fee of € 495 will be charged to the main Participant per additional company – with a maximum of two companies per 12 m<sup>2</sup>. This additional 'co-exhibitor' will receive the same package as the main Participant (see mentioned above) plus the mentioning of the company name and country on the fascia board of the stand, depending on the available space on the fascia board. Please fill in an additional registration form per co-exhibitor.

**Costs of Stand Space**

The tariffs for stand rental per m<sup>2</sup> are:

<b>Stand package</b>	<b>Application before 1 May 2022</b>	<b>Application from 1 May 2022</b>
Stand package of 12 m <sup>2</sup>	€ 7,656.00	€ 7,956.00
Stand package of 18 m <sup>2</sup>	€ 11,448.00	€ 11,898.00
Stand package of 24 m <sup>2</sup>	€ 15,192.00	€ 15,792.00
Stand package of 36 m <sup>2</sup>	€ 22,680.00	€ 23,580.00

The above mentioned prices are excluding registration fee and VAT. The minimum stand space available is 12 m<sup>2</sup> (4 m width x 3 m deep). Rental of stand space is possible per standard measurement of 12 m<sup>2</sup>, 18 m<sup>2</sup>, 24 m<sup>2</sup> or 36 m<sup>2</sup>. Different stand dimensions can only be arranged in consultation with the organisers. Account is taken, wherever possible, of the exhibitors' wishes for the number of m<sup>2</sup> and preferences for stand dimensions and location. However, the organisers cannot guarantee in advance that the exhibitors' wishes will be accommodated.

**Shell scheme stand construction packages / Regulations**

Exhibitors are not allowed to handle stand construction themselves. Nor are they allowed to attach any eye-catching objects outside or above the standard stand or to attach any other high or projecting objects in, on or around the stand. It may be possible to obtain an exception to this rule, depending on the exhibition material, after consultation with the organisers and with their written permission. The stand must however remain in its original state and the wooden frames on the sides with lighting need to be visible at all time. With regards to the application of stand decorations we advise you to use the double sided tape provided by the organisers. Please note that the coloured piping of the aisle carpet is **not** part of your stand. All exhibits are displayed at the discretion of the Entry Committee, which retains the right to refuse and remove products.

### **Exclusive shell scheme stand package**

The SuperYacht Pavilion stand package is based on minimum stand size of 12 m<sup>2</sup> (4 m width x 3 m deep) and consists of:

- Stand space
- Stand construction/equipment/furniture <sup>1</sup>
- Daily basic cleaning of your stand
- Stand catering <sup>2</sup>
- Unlimited use of the exclusive SYP Bar(s) situated in a central position of the SuperYacht Pavilion
- 250 METSTRADE invitations which can be ordered in the Exhibitor Portal/Web Shop free of charge
- Free Wi-Fi for e-mail purposes only
- Free access to The Superyacht Forum Closing Drinks (maximum 2 persons) organised in cooperation with The Superyacht Group

#### <sup>1</sup> **Stand construction, equipment and furniture in detail:**

- Wooden wall elements (274 cm high) covered with black or white flannel with a wooden plinth on top and bottom
- Wooden frames on the sides with lighting
- Stand number, company name and country on the sign fixed on the wooden frames on the sides
- Lockable storage (100 x 100 cm)
- Carpet tiles, available in various colours (standard colour = anthracite)
- Stands less than 36 m<sup>2</sup>:
  - 4 LED aluminium track lights (2 tracks of 60 cm with each 2 track lights, 15W LED)
  - 1 black table and 3 black chairs or 1 white table and 3 white chairs
  - 1 black reception counter or 1 white reception counter
- Stands bigger than 36 m<sup>2</sup>:
  - 6 LED aluminium track lights (3 tracks of 60 cm with each 2 track lights, 15W LED)
  - 2 black tables and 6 black chairs or 2 white tables and 6 white chairs
  - 2 black reception counters or 2 white reception counters
- 2 kW daytime power, including double wall socket and power consumption
- 2 kW continues power, including wall socket and consumption for the refrigerator
- Full colour company logo on back wall: 1200 x 600 mm

Please note an artist impression of the different stand packages (black and white) is available via METSTRADE.com. All packages are subject to change. If applicable the project team will be in touch with all exhibitors at the earliest opportunity to explain the changes.

#### <sup>2</sup> **Stand catering in detail:**

The exclusive stand catering package is based on full service catering for exhibitors in the SuperYacht Pavilion, providing the exhibitors full catering on their stand during event hours.

The catering package includes the following:

- Food and beverages will be delivered at your stand according to a set time schedule matching general catering moments per day
- A refrigerator is facilitated per stand filled with drinks and will be replenished daily

The stand catering package has been determined on a fixed amount of food and beverages per day, based on your stand size:

- 12 m<sup>2</sup> 4 persons
- 18 m<sup>2</sup> 8 persons
- 24 m<sup>2</sup> 8 persons
- 36 m<sup>2</sup> 12 persons

### **Space allocation**

Space is allocated at the organisers' discretion, based on the availability of space and taking the wishes of each exhibitor as much into account as possible. If a waiting list needs to be established as a result of lack of space, this will be handled by date of receipt of the registration form. No rights can be claimed from allocations of prior SuperYacht Pavilion exhibits. Account is taken, wherever possible, of your wishes for the number of m<sup>2</sup> and preferences for stand dimensions and location. However, the organisers cannot guarantee in advance that your wishes will be met.

### **Invitations**

Exhibitors can order METSTRADE invitations for distribution to their clients. The first 250 ordered invitations are free of charge and can be ordered via the Exhibitor Portal/Web Shop. Purchased invitations cannot be refunded by RAI Amsterdam.

### **Terms of Payment**

In accordance with the provisions of article 7 of the Standard Terms, the uniform stand construction package costs should be paid in two instalments, namely:

- 1<sup>st</sup> advance invoice of 25% of the total number of square metres reserved, plus the registration fee: within 21 days of the date of the first advance invoice (advance invoices are sent from 365 days before the exhibition).
- 2<sup>nd</sup> advance invoice of 100% (minus the 25% of the first advance invoice): within 21 days of the date of the second advance invoice (these are sent from 90 days before the exhibition).

No advance invoices are sent from 90 days before the exhibition. In the event of application less than 90 days before the first build-up day of the exhibition the amount owed should be paid **in full** together with the application, but at least four days before the first build-up day.

### **Media Solutions**

To put your company in the spotlight before, during and after the Event, RAI offers participants several Media Solutions such as online advertising, advertisements in the show catalogue, advertising in- and around the RAI Convention Centre, video and narrowcasting.

## VAT Regulations

Due to VAT rules regarding the place of supply of services, whereby RAI does not have to invoice Dutch VAT on stand rental and stand construction, Participants must enter their full VAT number on the Registration Form or enclose a statement from the tax authorities that qualifies them as a taxable person. If this information is not provided, we are obliged to charge Dutch VAT on all our invoices. This rule only applies to non-Dutch Participants.

## Disputes

Any complaints should be made within 30 days of the last day of the exhibition. Complaints brought to our attention beyond this deadline will not be addressed.

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## **Protecting Your Intellectual Property**

Exhibitions have proven to be an excellent platform to showcase new innovations for technology and products to the market for the first time. Research has shown that learning about new innovations is one of the most important reasons for visitors to attend an exhibition. But when your company is investing time, money and resources in research and development you want to make sure you can protect your innovations and receive the full benefits of the investments made. RAI Amsterdam understands how important this is for you and is pleased to provide some practical tips on how to protect your Intellectual Property (IP) rights in The Netherlands and avoid IP conflicts.

### **What is IP?**

Intellectual property refers to “*creations of the mind: inventions; literary and artistic works; and symbols, names and images used in commerce.*” In this context, we refer to, for example, patents, trademarks or industrial designs:

- **A patent** is an exclusive right granted for an invention, for example a product or process that provides a new (technical) solution to a problem. Registering a patent would provide the owner of the patent with protection for their inventions.
- **A trademark** is a distinctive sign that identifies certain goods or services provided or produced by a company or individual. By registering a trademark, it ensures that the owners of the trademark have the exclusive right to use them on their goods, products and services.
- **An industrial design** refers to the ornamental or aesthetic aspects of a product or design. It can refer to three-dimensional features, like shape or surface, or to two dimensional features, like patterns, lines or colors.

### **Registering your IP**

How, when and where to register your innovations (products and brands) differs per country and region. As an international business, it may very well be prudent to register your IP in all of the countries in which you do business. Please note that registering your IP rights takes time and that this is preferably taken care of well in advance of any exhibition in which you intend to participate. For more information, we refer to the links provided at the end of this document.

### **What you can do**

Protecting IP is the responsibility of the exhibitors themselves. As an exhibition organiser, RAI Amsterdam does not have specific knowledge of product development and IP protection in your industry. Furthermore, METSTRADE 2022 is an independent platform for the industry, and can only advise and assist you in case of (suspected) infringement. Your innovations are best protected by registering patents, trademarks and/or design rights and by identifying and warning (possible) infringers with a cease and desist letter before the exhibition starts. Of course we understand that conflicts may arise during the exhibition, and for that purpose RAI Amsterdam has set up an IP Legal Desk to provide you with preliminary advice in urgent matters. More information on how the IP Legal Desk can help you before and during the exhibition is described hereafter.

#### **Global tradeshow – European patents!**

Even though METSTRADE 2022 is an international trade show serving a global marketplace, Dutch (or European Union) regulations and laws apply to the show.

#### **Only exhibit products of which you hold the IP rights!**

If you have a product that possibly infringes anyone's IP rights, don't exhibit this product, especially if you have received a warning from the IP right holder. RAI Amsterdam will always follow and comply with a court decision. So avoid disappointment and problems during the show.

### **Before the Exhibition - Three steps to avoid IP issues**

As an exhibitor, you do not want the hassle of dealing with IP rights issues during the trade show. You want to spend your valuable time meeting clients and prospects, and doing business. It is therefore best to avoid any IP conflict at the exhibition altogether. There are several ways you can prevent an IP conflict, by taking some time in advance of the exhibition to identify possible infringers of your IP rights and by taking action to prevent them from exhibiting the (possibly) infringing product(s).

1. **Review the exhibitor list:** The exhibitor list at [METSTRADE.com](https://www.metstrade.com) is regularly updated. Most companies even list (some of) the products they will be exhibiting on their own webpage which is linked to the exhibitor list. Review this list in advance to see if there are any companies of which you suspect that they might infringe on your IP.
2. **Warn suspected infringers:** If you see a company on the exhibitor list that might infringe your IP, send them a cease and desist letter warning them not to exhibit these products at METSTRADE 2022, or face immediate legal action from you. A template letter is available in the Exhibitor Portal. Please keep in mind that RAI Amsterdam is not an IP mediator and that you will have to make your own consideration as to when to send a letter and its contents. In view hereof, you will also find a list of attorneys in the Netherlands in this document which we recommend you contact in order to assist you on a more tailor made letter, or can help you prepare legal action in case the products are (threatened to be) exhibited after all.
3. **Request a border seizure and/or preliminary injunction:** If you suspect that products infringing your IP will be brought into the Netherlands, you are entitled to request that the Dutch Customs confiscate these goods. If the

Customs agree with your request, they will stop these goods at the border and ask you to look at the products to see if they really infringe your intellectual property. The contact details of the Dutch Customs Agency can be found at the end of this document. In some cases it is also possible to request an injunction from the Dutch courts in advance of an exhibition, preventing the threatened infringement. Moreover, this is sometimes possible without notifying the suspected infringer in advance.

**Be prepared: Bring your patents, registrations and trademarks to the show.**

The IP Legal Desk or a law firm you may contact can only assist you if you can show your patents, registrations, trademarks etc. It is therefore important to bring these documents with you to the show.

**The IP Legal Desk at METSTRADE 2022**

Our in-house counsel will be available during to advise you on what steps you can take to protect your products, brands and trademarks. If need be she can refer you to specialized IP attorneys. These specialized attorneys can also advise you what to do if you decide to go to court in the Netherlands for suspected or detected IP infringement during the exhibition. The IP Legal Desk can be contacted through Organiser's Office.

**During the Exhibition - What to do if your IP is infringed**

If you see or suspect infringement of your IP rights during the exhibition you can approach the (suspected) infringer to notify them of your IP rights. If that does not have the desired result, it is possible to send a cease and desist letter. If that also does not work, it is possible to go to a Dutch court to obtain an injunction, which is a provisional decision obliging the other party to stop the infringement, for example by no longer displaying and offering the product(s) during the exhibition.

**IP Legal Desk**

Contact the IP Legal Desk (available on call) and present your case in the Organiser's Office (Monday 14 November & Tuesday 15 November 2022) who will carry out a *prima facie* review of your case. If necessary, they will refer you to someone who can further assist you.

**RAI Amsterdam does not have the means to enforce the removal of any products from an exhibition without a court ruling. We can only request the product to be removed, and ban an exhibitor and a specific product from the exhibition floor, if a court ruling has been granted.**

**Cease and desist letter and preliminary proceedings**

1. **Deliver a cease and desist letter:** As described above, it is generally advisable to first deliver a cease and desist letter to an infringing exhibitor, demanding that they stop exhibiting the infringing product(s) or face immediate legal action. A template letter is available in the Exhibitor Portal. The IP Legal Desk can assist and advice you.
2. **Go to court for injunctive relief:** If the exhibitor refuses, you can go to a Dutch court in a Preliminary Proceeding. Basically, you would be asking the court to make an urgent provisional ruling that demands that the product(s) can no longer be exhibited. If the court rules in your favor, RAI Amsterdam will always cooperate with bailiffs and comply with court-imposed measures. A list of recommended attorneys based in the Netherlands can be found at the next page of this document. The IP Legal Desk, which can be contacted through the Organiser's Office can also assist and advise you.
3. **Enforce the injunction:** if the court has granted an injunction, the decision can be enforced with a bailiff. He will then go to the infringer on your behalf and notify the infringer of the decision that obliges the infringing acts to be stopped immediately. If the infringing acts nevertheless continue, it can be possible to remove the products from the exhibition by way of a seizure (for which court permission is also necessary). The bailiff will then confiscate the product(s) and related promotional materials at the exhibition.

**The recommended IP law firms listed below can assist you with these steps.**

**Useful contact information**

**Patent institutions, customs and recommended attorneys**

**Patent Institutions**

European Patent Office  
[www.epo.org](http://www.epo.org)

World Intellectual Property Organization  
[www.wipo.int](http://www.wipo.int)

European Union IPR Helpdesk  
[www.iprhelpdesk.eu](http://www.iprhelpdesk.eu)

Dutch Patent Office  
<https://www.rvo.nl/onderwerpen/innovatief-ondernemen/octrooien-ofwel-patenten>

### **Trademark and Design Institutions**

European Intellectual Property Office  
[www.euipo.europa.eu](http://www.euipo.europa.eu)

Benelux Office for Intellectual Property  
[www.boip.int](http://www.boip.int)

World Intellectual Property Organization  
[www.wipo.int](http://www.wipo.int)

### **Dutch Customs**

Dutch Customs  
Team Intellectual Property Rights (IER)  
PO BOX 3070 | 6401 DN Heerlen | +31 88 151 21 23 | [dutchcustoms-ipr@belastingdienst.nl](mailto:dutchcustoms-ipr@belastingdienst.nl)

### **Recommended IP law firm in the Netherlands**

*Brinkhof Advocaten*  
De Lairesestraat 111-115 | 1075 HH Amsterdam | +31 20 30 53 200 |

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### **Disclaimer**

This Intellectual Property Policy is part of the Specific Event Terms for METSTRADE 2022 – SuperYacht Pavilion as well as the Standard Event Terms of RAI Amsterdam. RAI Amsterdam cannot be held liable for any damages as a result of its assistance in protecting IP Rights, or the outcome of a court decision and/or settlement between parties involved in an IP conflict.