

**GENERAL TERMS AND CONDITIONS FOR
PARTICIPATION IN COMMERCIAL MISSIONS AND
CONTACT DAYS ABROAD**

organised by

Brussels Invest & Export

(in addition to the special conditions)

Article 1: Definition

"Brussels-based company" means a company with an office in the Brussels-Capital Region (post code from 1000 to 1210). This is a company with a commercial purpose and a Belgian company number.

"Belgian non-Brussels-based company" means a company that does not have an office in the post codes from 1000 to 1210 but at least has an office elsewhere in Belgium.

"Mission" means a commercial mission abroad organised by Brussels Invest & Export. This mission brings together the registered companies, for which actions and meetings with prospects are organised in the host country.

"Contact day" means a day organised abroad by Brussels Invest & Export and devoted to meetings between Brussels companies and foreign prospects. In these general terms and conditions, we will refer to both missions and contact days by the term "mission".

"Request to participate" means the form sent by the company that wishes to participate in the mission. On this form, the applicant company shall accept the special conditions for this mission and shall accept the general terms and conditions for participation.

"Registration" means confirmation of the company's participation in the mission. Indeed, it may be that Brussels Invest & Export cannot physically accommodate all applicants.

"Inappropriate conduct" means conduct that might undermine the seriousness of an economic mission by outrageous behaviour or comments. Registrants who do not take part in the meetings organised for them develop injurious inappropriate behaviour. Cancelling a registration without any reason of force majeure within the month preceding the event is also considered as inappropriate conduct.

Article 2: Eligibility

Taking part in commercial missions and contact days abroad organised by Brussels Invest & Export is open to Brussels companies that wish to expand internationally and meet all of the following criteria:

- have a business producing goods or services in Brussels or Belgium and/or develop significant business for the Brussels economy (including the tourism sector); and
- offer Brussels or Belgian products/services, i.e. products or services providing significant value to Brussels or Belgium.

The company agrees absolute compliance with these two conditions.

Commercial intermediaries may be accepted, provided that they produce a written mandate from the Brussels company and only products or services as defined above are concerned.

Priority for participation is given to Brussels-based companies. Other Belgian or Luxembourg companies may participate, subject to the payment of the cost price and under the conditions given in the articles that follow, provided that it is an action conducted exclusively by Brussels Invest & Export.

Article 3: Request to participate and registration

3.1. General principles:

A distinction must be made between the request to participate and registration for the commercial mission or contact day (ref. art. 1).

The submission of a "request to participate" does not result in automatic "registration" for the commercial mission or the contact day.

The request to participate does however commit the company to participating in the event once the registration is confirmed by Brussels Invest & Export.

3.2. Request to participate:

3.2.1. Form and deadlines for the request to participate

The "request to participate" is made using the form supplied to companies by Brussels Invest & Export. This form must be completed, dated and signed by the company wishing to participate in the mission or contact day. To be considered, the "request to participate" must be sent within the deadlines specified on the form.

3.2.2. Registration of requests to participate

The requests to participate are validated in chronological order on receipt. However, in the event that only a limited number of companies can be accepted, priority will be given to Brussels-based companies.

Brussels Invest & Export reserves the right to requalify the action as an individual mission or to cancel the action as a result of an insufficient number of companies.

3.3. Registration

3.3.1. Prerequisites

Registration is conditional upon verification of the company's eligibility by Brussels Invest & Export.

3.3.2. Effective registration

Registration is confirmed to the company by Brussels Invest & Export after it has verified that the company is not liable for any amount due to Brussels Invest & Export.

Registration becomes effective as soon as Brussels Invest & Export has confirmed it in writing.

3.4. Registration fees

3.4.1. Registration fee to be paid to Brussels Invest & Export:

The company shall be required to pay a registration fee to Brussels Invest & Export, the amount of which is specified in the registration form.

Once paid, the amounts received shall no longer be refundable (without prejudice to articles 3.4.1.4 and 3.4.1.5.).

3.4.1.1. This registration fee covers:

- the general preparation and organisation costs for the mission or the contact day
- Brussels Invest & Export on-site management staff and/or staff employed on site and for this purpose (for example, hostesses) by Brussels Invest & Export
- where appropriate, the production and distribution (depending on the terms defined by Brussels Invest & Export) of the presentation brochure for the mission)

3.4.1.2. The registration fee must be paid within three working days of the company receiving the statement of claim sent by Brussels Invest & Export.

3.4.1.3. If the company fails to pay within the given deadlines, Brussels Invest & Export reserves the right to exclude the company from participating in the action in question as well as other Brussels Invest & Export actions.

3.4.1.4. Except in the event of cancellation for a reason of force majeure, the registered company cannot request the refund of its registration fee.

3.4.1.5. The company can only request the refund of its registration fee in cases where:

- Brussels Invest & Export has made the decision, on its own initiative, to cancel the mission.
- only a limited number of companies can be accommodated (cf. article 3.2.2).

Article 4: Obligations of the parties

4.1. General obligations of Brussels Invest & Export and guaranteed services

Brussels Invest & Export undertakes to:

- prepare and organise the commercial mission (or contact day);
- to call on its network of economic and commercial attachés to establish B2B programmes;
- provide assistance by Brussels Invest & Export on-site staff.

4.2. Obligations of the registered company

The registrant undertakes to:

- send a representative to be on site for the entire duration of the action;
- pay for transporting its promotional materials, the travel and lodging expenses of its on-site delegate and any rental cost for specific materials.

Should the company withdraw for reasons not beyond its control, Brussels Invest & Export reserves the right to charge the company a lump sum of 300€.

In any case, any costs already incurred prior to the company's withdrawal will also be charged to the company by Brussels Invest & Export.

4.3.: Insurances

The company must possess and maintain an insurance policy throughout the entire duration of the trade fair, covering its liability in the event of an occupational accident for its representatives and employees as well as its general liability for any bodily injury or damage occurring on the premises or during the mission (or contact day) of any nature or amount whatsoever. It must be able to provide proof of this insurance policy upon request by Brussels Invest & Export.

Article 5: Liabilities

5.1. The registrant shall waive any right of recourse against Brussels Invest & Export in the event that the mission is partially or completely cancelled, delayed or interrupted due to a decision by the organisers, as a result of an insufficient number of companies or for any case of force majeure. Transport and lodging expenses that the registrant may have incurred are not refundable.

5.2. The companies are deemed to have checked that the products or services to be promoted are not subject to an import ban in the country where the trade fair is being held. Brussels Invest & Export cannot be held responsible for any disappointment that a registrant experiences on this point.

5.3. The assistance provided by the services of Brussels Invest & Export or its commercial offices abroad in the search for information about the prospects for the promoted products or services does not give any guarantee as to the actual possibility of export.

5.4. Each company is responsible for the packaging, return transport, customs clearance, storage and insurance of the exhibition goods unless Brussels Invest & Export explicitly confirms arrangements to the contrary.

5.5. Where Brussels Invest & Export grants exclusivity to a service provider or group of service providers for shipping, insurance, connection operations, etc., no contractual link is created between this service provider and the company. If the company wishes to use the services of this service provider, a specific contract must be concluded between these two parties. In any event, Brussels Invest & Export shall be a third party to this contract.

5.6. Brussels Invest & Export shall only be liable for its own gross negligence and that of its employees for risks that may occur on the premises or as part of the mission. Brussels Invest & Export cannot be held liable in the event of accident, theft (company's equipment or personal effects of its representatives), accident or injury (including those caused by natural disasters and acts of war or terrorism) to people (company representative or third party) during transportation or during the visit. Within this framework, the company itself is responsible for covering these risks through the appropriate insurances such as "travel insurance" or "nail-to-nail" insurance.

5.7. Brussels Invest & Export cannot under any circumstances be held liable for the actions of the company's representatives or employees. The company agrees to assume all liability and to provide cover for the civil liability of Brussels Invest & Export in exercising their activities during the mission.

5.8 Brussels Invest & Export shall not be held liable in any way whatsoever of the behavior of representatives or employees of the company that would jeopardize the security of the mission or would have a behavior incompatible with regulations, local customs and practices.

5.9 Before registration for the mission and the its departure date, the participant will make sure to be informed about advice to travelers provided by the Federal Public Department of Foreign Affairs <http://diplomatie.belgium.be/en> to follow the recommendations it outlines. As the case may be, the participant will register on the following website of the Federal Public Department of Foreign Affairs: <https://travellersonline.diplomatie.be>

5.10 The participant, under his or her own responsibility, will make sure to secure his tools and computerized exchanges.

Article 6: Miscellaneous provisions

6.1. The company also agrees to strictly comply with laws and regulations of the country where the mission (or the contact day) takes place as well as the instructions of Brussels Invest & Export as part of the organisation.

6.2. In the shared interest of the proper organisation of the mission (or contact day), the company agrees, through the presence of a delegate, to play an active part in the preparatory meetings to which it is invited. If it fails to do so, it shall be deemed to have agreed unreservedly to all adopted decisions or taken all necessary steps to safeguard their interests.

6.3. In order to help Brussels Invest & Export to provide the best assessment of the effectiveness of its action, the company agrees to complete and return, on receipt, the evaluation form sent to it by Brussels Invest & Export.

Article 7: Complaints and disputes

7.1. Any complaint concerning the organisation of the mission (or contact day) is only admissible if it is notified in writing to Brussels Invest & Export or to its delegate abroad, within 24 hours of its occurrence. Depending on the case, the dates of the post or fax transmission or the acknowledgement of receipt issued by the Brussels Invest & Export delegate shall prevail.

7.2. Any complaint or dispute shall be subject to an amicable resolution procedure between the appropriate managers from the company and Brussels Invest & Export. Failing an agreement between these parties, the Brussels' Courts shall have sole jurisdiction.

Article 8: Applicable law

These general terms and conditions are governed by Belgian law.