

# GENERAL CONDITIONS OF THE CONTRACT FOR THE ASSIGNMENT OF SPACE FOR EXHIBITORS

## PREAMBLE

- a. The entry of your personal details and those of your company through the Website [www.worldbulkwine.com](http://www.worldbulkwine.com) (hereinafter "**the Website**") signifies acceptance of these General Conditions, including this "Preamble". You guarantee that those details are correct and that You are the representative of the company, with sufficient powers to bind that company. Please read these General Conditions very carefully. If you see any errors, you should notify them to the address given in section c), below.
- b. The Specific Conditions are accepted through the Website and they, together with the present General Conditions, comprise "**the Agreement**".
- c. The Agreement is concluded electronically between your company (identified by the data entered on the Website, taking into account that, in this document, your company shall be referred to as '**the Exhibitor**' or '**You**') and **WORLD BULK WINE EXHIBITION SL**, a Spanish limited-liability company incorporated before the notary public of Ciudad Real Ms. María Luisa García de Blas Valentín-Fernández on the 12th of November 2014 under protocol number 2148/2014, registered at the Companies Register of Ciudad Real in volume 590, folio 61, sheet no. CR-24057, with tax ID number B13573985, and with registered office at Calle Morago 7 bajo, 13200 Manzanares (Ciudad Real). In this document, this company shall be referred to as '**the Assignor**'. Each party is also referred to as a '**Party**', and jointly as '**the Parties**'.
- d. The Assignor is a company whose usual activities include the organisation of international exhibitions and market-related events, the marketing and dissemination of wine culture, the maintenance of vineyards, rural development and environmental protection, as well as the provision of advisory services to wine companies, through international trade fairs, seminars and conferences, tasting sessions, product exhibitions, etc.
- e. The Assignor plans to hold the International Fair entitled **World Bulk Wine Exhibition**, which will take place in the city of Amsterdam (Netherlands) on the 21st and 22nd of November 2022 and which will comprise exhibitions by certain exhibitors.
- f. You, as an Exhibitor, declare and guarantee that you are not a consumer, but rather a mercantile entity or institution of proven importance in the wine sector, whose activity is fully related to the preparation and production of bulk wines or products derived from grapes, their commercialisation, promotion or wholesale distribution, and that you wish to take part as an exhibitor at the aforementioned International Fair in order to present your products or services, meet other exhibitors, raise your profile and reputation, or carry out promotion work, contracting exhibition space for those purposes.
- g. By accepting the Specific Conditions and the present General Conditions, which form an integral part of the Contract, both Parties agree to be governed in accordance with that outlined above and the following

## CLAUSES

### 1. PURPOSE

1.1. The purpose of the Agreement which these General Conditions form a part of (hereinafter '**the Conditions**') is the assignment by the Assignor to the Exhibitor of a certain physical space ('the Stand') within the framework and on the occasion of the International Fair entitled **World Bulk Wine Exhibition**, which will take place in the city of Amsterdam (Netherlands) on the 21st and 22nd of November 2022 (hereinafter 'the Fair').

1.2. The Stand, its dimensions and its location in the most generic area of the Fair are those contracted by You in the Specific Conditions. Notwithstanding the foregoing, the organiser reserves the right to modify the location based exclusively on technical criteria and prior knowledge of the Exhibitor.

1.3. Other shared spaces or façades are expressly excluded from this Agreement and from the assignment.

1.4. Notwithstanding the above, by accepting these General Conditions, the Exhibitor expressly accepts being included, as an associate, in the 'BULK WINE CLUB', International Club of Bulk Wine Professionals, for which the Assignor is responsible. For this purpose, the Exhibitor declares to have been informed of the articles of association of the BULK WINE CLUB, to which it has had previous access via the [www.bulkwineclub.com](http://www.bulkwineclub.com), and undertakes to respect the rules and comply with them. Inclusion in the BULK WINE CLUB by the Exhibitor shall not entail any cost whatsoever for it, and participation can be cancelled at any time by notifying the Assignor of this in writing.

## 2. USE AND USE LIMITATIONS

2.1. The Stand whose space is assigned will be used exclusively by the Exhibitor or by it and the companies which, under its sponsorship as sole Exhibitor, have completed their registration in the Website, selecting the agreement of a Shared Business Stand and providing the name of the Exhibitor as the company they will be sharing the stand with (referred to in the Agreement as '**Companies**'), and no sub-lease or transfer to third parties, of whatever kind, is possible. The Exhibitor's obligations and responsibilities established in these Conditions shall likewise be understood to apply equally to each one of the Companies, it being the responsibility of the Exhibitor to inform them all and to ensure their acceptance. In any case, the Exhibitor assumes responsibility for any non-fulfilment by any of the Companies, and it may not invoke the responsibility of those Companies in order to excuse its own responsibility.

2.2. Only products or services of the Exhibitor, the Companies or both may be exhibited at the Stand, and the same goes for presentations.

2.3. The Assignor may at any time verify that the Stand is being used for the authorised purpose.

2.4. The Stand shall be accessible to the Exhibitor and the Companies during the Fair from 10:00 to 18:00 hours on the days contracted, when the Fair is open to the public.

2.5. No agreement for a Shared Business Stand shall be granted if the Exhibitor has the status of a Secondary Cooperative. In such a case, the Secondary Cooperative shall only be accepted as an Exhibitor via an agreement for a Solo Stand. Should the Secondary Cooperative be made up of more than three wineries, its admission as an Exhibitor shall only be possible by contracting a Stand of 18 square meters, i.e., twice as large as a standard one.

2.6. Only producers whose production volume is less than 2,000,000 litres and/or have a land area of less than 500 hectares, either rented or owned, shall be allowed to contract a stand that falls into the category of 'LITTLE TREASURE'; the responsibility is on the Exhibitor to certify the aforementioned facts beforehand.

2.7. The Assignor may reject the participation in the Fair of any Exhibitor to which any of the following apply:

a) Producers in the tertiary sector (producers of wine-making machinery or products, or of materials apt for bottling, manufacturers of bottles, labels, boxes, etc.) when, according to the Assignor, the tertiary sector is already adequately represented at the Fair as other producers in said sector have been previously accepted.

b) Under no circumstances shall any producer or winery which produces fake brands be admitted to the Fair, even when they produce or bottle such brands on behalf of other wineries or bottlers. The use of any brand that could be misleading with regard to the real identity of the product shall be included in the aforementioned concept of 'fake brand'.

c) The Fair will not allow the participation of wineries or producers which are involved in debt settlement proceedings or in any other legal matters or disputes that in principle might call into question their state of solvency or the ethical conduct of their activities in the market, or which might affect the good name of the Fair. If the Exhibitor is affected by any of the aforementioned situations, it must inform the Assignor in advance. Failure to fulfil this disclosure obligation shall release the Assignor of any liabilities that might arise from such circumstances.

## 3. DURATION

3.1. The Stand will only be considered reserved upon the advance payment of the price stipulated in clause 4.2, notwithstanding that said payment does not signify the final acceptance of the Exhibitor as set out in Clause 21. The assignment referred to in the Agreement shall begin at the time of delivery of the

Stand at the start of the Fair, provided that the Exhibitor has fulfilled its obligations, in particular those regarding payment, and that assignment shall last until 19:00 hours on the 22nd of November 2022, at which time the Stand must be left empty and free of all products and materials belonging to the Exhibitor or the Companies. No extension is possible beyond the date and time indicated.

3.2. In the event of failure to fully meet this obligation to vacate in due time and form, any costs which may derive from this, as well as those of any repairs necessary in order to return the Stand to its original condition, may be paid by the Assignor, who will then pass them on to the Exhibitor, who will be responsible for their payment in full.

#### **4. PRICE. FORM OF PAYMENT.**

4.1. The price for the assignment during the Fair ("**the Price**") shall be that established and accepted in the Specific Conditions, depending on the type of Stand chosen.

4.2. An advance payment of 30 % of the full amount of your stand shall be made, deductible from the final price depending on the Stand chosen, which will be billed by the Assignor. The place of payment shall be the bank account **IBAN: ES75 3190 2026 73 4447181225 SWIFT: BCOEESMM190**, which is held by the Assignor (WORLD BULK WINE EXHIBITION, S.L.). The rest of the payment shall be made no later than the 30<sup>th</sup> of September 2022, and if that payment is not made it shall be understood that the Exhibitor renounces its participation at the Fair, with the loss of the amounts paid up to that moment. The Assignor will issue a bill for the total amount in the name of the Exhibitor in accordance with its personal circumstances.

4.3. The Price includes all the shared expenses of the Fair, as well as the costs of cleaning, the conservation of installations, insurance and security and all other items included in the Specific Conditions depending on the Stand chosen.

4.4. The supplies which the Exhibitor wishes to contract individually for the Stand, such as an increase in the electrical power necessary in accordance with its own needs, additional elements and materials to those provided by the Assignor and the Exhibitor's own personnel must be contracted directly by the Exhibitor, which shall bear all the costs and responsibilities deriving therefrom.

4.5. The renunciation, cancellation or impossibility of participation by the Exhibitor at the Fair notified to the Assignor before the 30th of September 2022 shall mean the loss of the advance payment indicated in clause 4.2. If those circumstances are communicated after that date, or the Exhibitor simply does not take part in the Fair, this shall mean the complete loss of the amounts paid. Those amounts shall be considered a penalty clause in favour of the Assignor, without prejudice to any other compensation that it may be entitled for this cause. In this case, the Assignor is expressly authorised to use and manage the Stand, either for its transfer to another Exhibitor, or to give it the use deemed most appropriate for the success of the Fair, while the Exhibitor who will no longer participate in the Fair is not entitled to make any claim to it.

4.6. The advance payment indicated in Clause 4.2 gives the Exhibitor the right to take part only in the Fair that is referred to in this Contract, in the terms herein established, and notwithstanding the provisions set out in Clause 21. In no case can said payment be used for any other Fair or event organised by the Assignor.

#### **5. DELIVERY OF THE STAND AND THE MERCHANDISE**

5.1. You have been informed of the location, condition and specifications of the Stand and agree that it is in accordance with your needs, in particular with regard to electricity sockets, lighting and access.

5.2. Delivery of the Stand shall take place by means of the signing of the document appended as an **ANNEX** to these General Conditions.

5.3. You undertake to deliver the samples you wish to exhibit at the Stand on the date which will be communicated to you in due time. If the Assignor fails to receive those samples in full and in good condition, that does not authorise you to cancel the agreement, and nor will it imply any liability on the part of the Assignor, the Exhibitor's obligation to pay the agreed price in full remaining unaltered.

5.4. The samples must be sent in accordance with the specifications and instructions set out in the Website's private area, both with regard to delivery times, shipping methods, appropriate labelling with the box stickers downloaded from said private area, as well as their proper identification and other requirements. The Exhibitor must review the aforementioned instructions in advance and verify that the shipment has been properly made in accordance with these instructions. In the event that the Exhibitor

does not strictly comply with these instructions, the organiser will in no case be held liable for any logistical incidents that may occur, nor if the samples cannot be included in the exhibition or be properly displayed, and the Assignor will not be obliged to reimburse any amount due to these circumstances.

5.5. In the case of withdrawal or cancellation, or the Exhibitor cannot participate in the Fair under the terms established in clause 4.5, and in the event that the Exhibitor has already sent their samples, these will not be exhibited at the Stand. In no case shall the Assignor accept any responsibility or obligation whatsoever for the return or withdrawal of said samples, which in all cases shall be made by the Exhibitor and at their expense. However, if the samples have not been withdrawn once the Fair is over, they shall be considered as items left by the Exhibitor, who shall have no right to claim to any sum or for any reason from that moment onwards.

## **6. USE AND CONSERVATION OF THE STAND**

6.1. You undertake to use and conserve the Stand and to ensure it is used and conserved by the Companies, with all due diligence, which includes the panels of the Stand and other communal elements and spaces. In particular, you may not adhere or stick any element onto them (such as stickers, vinyl panels, posters, not even informative or decorative ones), and you undertake to ensure that no one adheres or sticks such elements, unless you have the express written authorisation of the Assignor for each specific case. In any case, you shall be liable for any damage which may occur to the Stand and the costs incurred in order to return it to its original condition as a consequence of the adhesion or sticking of such elements, the removal of which has an approximate minimum cost of 90 euros per element, which will be passed on to you.

6.2. You and the Companies with which you share the Stand must respect the physical space assigned, and you may not subdivide it, panel it or create physical separations inside it.

6.3. You are obliged to permit access by the Assignor to the Stand in order to check its condition and that of the general installations, as well as for carrying out any repairs necessary to ensure satisfactory use.

6.4. Likewise, You undertake to make the necessary enquiries and to obtain, for yourself or the Companies, all permits, licences and authorisations stipulated by the applicable regulations, for the Stand, the activity to be carried out at it, the personnel and the use of the facilities, all of this irrespective of the obligation to fulfil and respect all administrative, labour, fiscal and customs provisions (in particular those related to the import or entry of viticulture products or, in general, alcoholic products into the territory in which the Fair takes place) governing the activity carried out and the products exhibited, with particular mention of those related to safety and the work conditions of your own employees or those of the Companies. You are obliged to reimburse the Assignor for any payment made by it or for which it may be liable due to any non-fulfilment of this obligation, such as customs duties, levies, taxes, charges, licences, quotas, fees, interest or penalties of whatever nature.

6.5. The refusal or failure to obtain the permits, licences or authorisations legally required for the exercise of the activity, the use of the Stand or the display of products, shall be sufficient reason to cancel the assignment provided for in the Agreement, and that cancellation shall not be attributable to the Assignor. The Assignor may retain the amounts paid by the Exhibitor for any reason, by way of compensation, without prejudice to any other indemnities it may be entitled to claim from it.

## **7. SHARED ELEMENTS, MATERIALS**

7.1. The shared elements of the Fair must be used by You in accordance with their purpose and nature and with the municipal ordinances of the city in which the Fair is held and any instructions which You may receive during the Fair.

7.2. It is forbidden to place any materials, products or elements, of whatever kind, outside the Stand or in the communal areas of the Fair, even occasionally, and You are responsible for ensuring that the Companies also comply with this rule. In addition, the materials, products or elements that are not duly located and protected under the table of the Stand may be removed by the Fair's security or cleaning services and You may not make any claim in this regard or invoke any liability of the Assignor, not even if that removal impedes or hampers the continuation of your participation in the Fair.

7.3. Any damage or deterioration which the activity of the Exhibitor or the Companies causes to the structural elements, the utilities needed for the Fair, the other exhibitors or stands, and common areas, shall be repaired at the expense of the Exhibitor.

## **8. WORKS**

8.1. It is completely forbidden to carry out works at the Stand even if they are improvements and do not involve the modification of structures, its configuration or the utilities used, without the written consent of the Assignor.

8.2. The repair or conservation work required as a result of damage to the Stand, or incorrect use of it, shall always be carried out by the Assignor, being all costs thereof charged to the Exhibitor. Work of this kind may only be carried out directly by the Exhibitor, and at its exclusive expense, if the Exhibitor has prior written authorisation from the Assignor as well as, where applicable, the approval of the competent authorities.

8.3. If work of whatever kind is carried out, this shall not be construed to mean the right to any compensation in favour of the Exhibitor or the Companies.

## **9. LIABILITIES**

9.1. You, as the Exhibitor, personally assume and therefore absolve the Assignor from all liability for any damage, harm or injury which may be caused to property or persons as a result of your occupation of the Stand, your participation at the Fair and the activities that are carried out by both You and the Companies.

9.2. The Assignor shall not be liable for any damage which may be caused to the Exhibitor or the Companies due to force majeure or unforeseeable circumstances; nor shall it bear any liability in relation to the safety of the Stand, any damage that may be caused to persons, materials or things in general in the Stand in the case of fire, theft, damage or accidents of whatever type and nature. In particular, though without limitation, the Assignor shall not be held liable for any circumstance which prevents You or the Companies from participating in the Fair either individually or jointly, which derives, for example, from the cancellation of the Fair due to force majeure or unforeseeable circumstances which are beyond the control of the Assignor, or circumstances such as cancellations, deviations or delays, accidents or breakdowns of means of transport for whatever reasons; impediments, difficulties or special requirements imposed by the authorities on the entry of visitors to the country, region or city (including visas), either in general or specifically referring to certain origins, countries or personal circumstances; as well as those deriving from terrorist threats or acts, weather conditions, atmospheric or natural phenomena, or health crises, among others.

9.3. In the case of cancellation or postponement of the Fair due to reasons of force majeure or unforeseeable circumstances which are beyond the control of the Assignor, the Agreement will remain in full force and effect, provided that the new date to hold the Fair takes place within one year of the date initially foreseen. For such purpose, the Assignor shall keep the deposit, which is the amount paid by the Exhibitor as payment for attending the Fair now or at a future date within one year. Without prejudice to this, if the Fair is not cancelled and can be held, yet the Exhibitor chooses not to participate in it by personal decision, due to the situation generated by the health crisis or to any other issues the Exhibitor may allege, this decision will entail the loss of the payments made, and the content of clause 4.5 and 5.5 shall be applicable to such cases.

9.4. You and, where applicable, the Companies undertake to ensure that You are registered in the economic activity necessary to exercise the activity that will be carried out at the Stand, at least before and during the Fair and up to the date of your possible occupation of the Stand, all of this in accordance with the applicable regulations, including those of the city and country in which the Fair will take place. You and, where applicable, the Companies, are likewise responsible for compliance with your own tax and customs regulations and those of the country in which the Fair will take place. In the case of failure to fulfil these obligations or their defective fulfilment, you shall bear all liabilities deriving therefrom. The Assignor may demand the reimbursement of any amounts it has been required to pay, such as taxes, penalties, fines, fees, interest, rights or duties, and without prejudice to any other compensation that it may claim for any other damages and prejudicial consequences it may have suffered

9.5. You and, where appropriate, the Companies, undertake to ensure that your participation in the Fair is carried out with the utmost respect for all industrial property rights, intellectual property rights and those relating to the use of third-party trademarks. The Exhibitor expressly waives the Assignor from any liability that could be derived from the infringement by third parties of the above mentioned industrial property rights, intellectual property rights, or rights related to the use of brands belonging to the Assignor or held by it, without prejudice to any claims or actions against the direct offender.

## **10. IMAGE RIGHTS**

10.1. You expressly authorise, on your own behalf and on the Companies', photographs be taken or videos (including voice) to be recorded of you and your products and commercial brands, corporate name, contact details (all of this referred to in the Contract globally and in each one of the parties which



comprise it as "**Images**") on the occasion of the Fair and your participation or the participation of the Companies in it.

10.2. You likewise authorise, on your own behalf and on the Companies', that such images, as well as the names of the entities, their statements, and those of the persons that represent You at the Fair to be posted on the Website (including the underlying information and metadata which are included on the Website, which are not necessarily visible but may be traced by internet browsers), and in the posters, brochures, lists, dossiers, newsletters, and all other material used by the Assignor, in both digital and physical formats.

10.3. You grant, on your own behalf and on the Companies', the rights to the Images for the purposes of this Agreement, and you understand that once they have been uploaded to the internet they will no longer be under the control of the Assignor and, accordingly, the Assignor shall not be held liable for any use thereof by any third party.

10.4. You hereby undertake to ensure that the people representing you that attend the Exhibition, the Companies and the persons who represent them grant the authorisations and assignments set out in this clause, with identification of the purposes and the person of the Assignor. In any event, You shall be held liable for any claims which may be filed by any of your employees or representatives, the Companies, their employees or representatives, in relation to the aforesaid assignments and authorisations.

10.5. The revocation of the assignments or authorisations envisaged in this clause by the Exhibitor or its employees or representatives at the Fair, the Companies, their employees or representatives, must be expressly notified in writing to the Assignor and that revocation may not affect actions in the past.

10.6. You authorise, on your own behalf and on that of the Companies', communication of the Images to third parties participating in the Fair (other exhibitors, sponsors, visitors), in order to make them aware of your presence at the Fair and to enable meetings to be arranged or for commercial relations to be established in any other way.

10.7. The authorisation for the use and the assignment of the images is given free of charge, worldwide, without time limitation and for no consideration.

## **11. INSURANCE**

11.1. You, as an Exhibitor, undertake to contract a multiple-risk insurance policy which sufficiently covers the content of the elements which are located inside the Stand.

11.2. The duration of the insurance policy taken out may not be less than the duration of these Conditions.

11.3. You must provide the Assignor with a copy of the insurance policy taken out if the Assignor considers this necessary.

11.4. You, as an Exhibitor, absolve the Assignor from all liability for any damage caused to the content of the elements which are located inside the Stand, and you shall personally bear the consequences of any lack of coverage of the insurance taken out or the actions of the Companies.

## **12. TERMINATION**

12.1. In addition to at the end of the envisaged duration of the Fair, the assignment of the Stand may be terminated due to the non-fulfilment of any of the prohibitions or obligations established in the Contract or due to non-payment of the Price or any other amount owed by You.

## **13. NOTICES**

13.1. All communications and notifications, which must be done in accordance with or in performance of the Agreement or in relation thereto must be sent to each of the Parties at the addresses indicated on the Website, in the Specific Conditions, or to the email address provided, for the attention of the person whose details were provided or for the attention of [info@worldbulkwine.com](mailto:info@worldbulkwine.com) if they are sent to the Assignor.

13.2. The Parties hereby expressly agree that all notifications and communications must be given in writing, and must be sent to the other Party by any means which accredits the date of receipt and the content of the communication, and those communications and notifications shall take effect, for the

calculation of applicable notice periods, from the time at which the aforesaid communications and notifications are received by the recipient thereof.

13.3. Any modification to the information, addresses or contact person of the Parties shall take effect from the time of the notification by the modifying Party and received by the other Party in accordance with the aforementioned procedure.

13.4. Any notification which does not comply with the procedures and formalities set out in this clause shall not be considered a valid notification for the purposes of this Agreement, shall be deemed to have not been given and shall be of no effect whatsoever vis-à-vis the Party which was to receive the aforesaid notifications, without prejudice to the consequences applicable to the Party which asserts that the aforesaid notifications had been sent.

13.5. The parties hereby expressly accept as valid the communications and notifications of the other party, without any need to verify the powers of the person who signs the aforesaid notifications.

13.6. Finally, you expressly agree that the email address you have given us may be used for communications related to the Contract and the commercial relations we maintain.

#### **14. ASSIGNMENT OF THE CONTRACT**

14.1. Without prejudice to the possibility of participation of the Companies as set forth in these Conditions, and due to the fact that, in its negotiation, execution and signing, the personal circumstances of the other party have been taken into account, both parties agree to the prohibition on its assignment and that of the Stand to third parties, save express, written agreement between the Assignor and the Exhibitor.

#### **15. CONTRACTUAL AMENDMENTS**

15.1. Any modification to the Contract must be expressly agreed to by the parties, in writing, and the signature of both parties shall be required; they must indicate the date from which the modifications are to take effect.

15.2. Any modification of any part of these Conditions which does not comply with the requirement outlined in the previous paragraph shall be deemed to be invalid and shall not be enforceable.

#### **16. SEPARATE ENTITIES**

16.1. The Agreement and all of its components are entered into between the Exhibitor and the Assignor as separate entities.

16.2. As a result, the signing of the Agreement does not create any commercial or corporate relationship other than that which is provided for herein, or any labour relationship whatsoever, or any relationship of dependency, agency, representation or any similar relationships whatsoever between them or between the Assignor and the Companies and their employees.

#### **17. SOLE AGREEMENT**

17.1. The Agreement, which includes the Specific Conditions accepted on the Website and these General Conditions, comprises the sole agreement governing relations between the Parties with regard to the assignments of spaces to Exhibitors.

17.2. The Parties hereby confirm that all of this corresponds to the previously existing negotiations and that it sets forth everything which has been negotiated or proposed by any means whatsoever, and, in particular, in relation to the information previously provided by the Assignor on the Website and that anything which differs from the aforementioned information has been negotiated between both Parties.

17.3. As a result thereof, and in relation to the subject matter of this Agreement, the Parties hereby render any other agreement which exists between the Parties null and void, as well as any other provisional agreements, proposals, quotes which have been accepted or not, documents, letters of intent, letters, faxes, emails, documents, pacts, promissory agreements, undertakings, correspondence and conversations, including both electronic and oral conversations, which may have existed prior to this Agreement, including any communications or agreements which may have existed with agents, distributors, legal representatives, intermediaries or any employees of the Parties, and hereby replace them with the terms of this Agreement

## **18. APPLICABLE LAW. LANGUAGE OF THE CONTRACT. PLACE OF EXECUTION**

18.1. This Contract is of a commercial nature and it is subject to Spanish law.

18.2. Irrespective of the language used on the Website and in which You verify these General Conditions or the Specific Conditions, the language in which the Contract is entered into is Spanish, and any other versions are merely translations for the purposes of comprehension but without legal effect.

18.3. The place of execution of the contract is that of the registered office of the Assignor in Manzanares (Ciudad Real, Spain).

## **19. JURISDICTION AND COMPETENT COURTS**

19.1. The Parties hereby expressly waive any rights to any other jurisdiction that may correspond to them, and expressly and exclusively submit to the jurisdiction of the Courts of the city of Manzanares, Ciudad Real (Spain) for the resolution of any disputes that may arise in relation to the interpretation, performance or execution of this Agreement.

## **20. DATA PROTECTION**

20.1. In accordance with the provisions of (EU) Regulation 2016/679 of 27th April (GDPR) and Organic Law 3/2018 of 5th December (LOPDGDD), You are informed that the Assignor is responsible for the processing of the personal data provided by You. The aforesaid data shall be processed in order to carry out all the procedures related to the application, the drafting of estimates, the contracting and provision of services, as well as the sending of commercial communications related to products or services, and the holding of past files regarding commercial relationships. You hereby authorise the processing of your data for said purposes. This data shall be kept indefinitely for archival purposes as long as neither Party objects to it, and shall not be disclosed to third parties, except to fulfil a legal obligation. In addition, You are informed of your right to withdraw at any time your consent to process your data, as well as of your rights of access, rectification, cancellation and opposition concerning your data, and to limit or object their processing, and also to file a claim to the supervisory Authority (aepd.es) if You consider that their processing does not comply with current regulations. In order to exercise such rights, You may contact the Assignor at Calle Morago 7 bajo, 13200 Manzanares (Ciudad Real, Spain). Email: [info@worldbulkwine.com](mailto:info@worldbulkwine.com).

## **21. ENTRY INTO EFFECT. ACCEPTANCE OF EXHIBITORS.**

21.1. The Assignor reserves the right to accept the participation of the Exhibitors in the Fair, and can reject any application which, at its discretion, is not consistent with the objectives and purpose of the Fair, or if the Exhibitor is affected by any of the limitations outlined in the Agreement, particularly those set out in Clause 2. Likewise, the Assignor may refuse to allow an Exhibitor to participate in the Fair when the maximum capacity of the venue has been reached as a result of earlier applications by other Exhibitors.

21.2. In the cases set out in Clause 21.1 above, the Assignor shall reimburse the sum paid, and shall be exempt from any other liability derived from any expenses or damages that the Exhibitor may claim.

21.3. Once the Exhibitor has entered its online registration on the Assignor's Website, it will receive a welcome email with the Specific Conditions and the details and price of the Stand applied for, and shall make the advance payment for preregistration as set out in Clause 4.2. Said welcome email shall in no case entail confirmation of the acceptance of the Exhibitor for its involvement in the Fair.

21.4. When the Exhibitor has made the advance payment as set out in Clause 4.2, and the Assignor has verified that, in accordance with the provisions of the Agreement, the Exhibitor is not affected by any of the limitations for taking part in the Fair, the Assignor shall issue the invoice for the advance payment. The issuance of said invoice shall entail the provisional acceptance of the Exhibitor to take part in the Fair, but the final acceptance of the Exhibitor will be subject to the payment of the remaining amount as per the terms agreed upon. Once that payment has been made, the Assignor shall issue an invoice for the remaining amount, upon which the Agreement shall come into effect.

---



## ***STAND DELIVERY DOCUMENT***

### **BETWEEN**

**ON THE ONE HAND, Ms. María Otilia ROMERO DE CONDES CARPALLO** of legal age, with Tax ID number 05642376Q and with domicile for the present purposes at Calle Morago, 7 bajo, Manzanares 13200 Ciudad Real, on behalf of **WORLD BULK WINE EXHIBITION S.L.** with Tax ID number B13573985 and registered office at Calle Morago 7 bajo, 13200 Manzanares (Ciudad Real), (the **Assignor**)

**AND, ON THE OTHER HAND, the Exhibitor [...] [...]**

### **CERTIFY**

That on this day the Assignor delivers the chosen Stand to the Exhibitor; the latter has been able to inspect it and receives it in complete conformity with all the elements, furniture and materials contracted, together with the accreditation cards which permit access and the bill, the obligations deriving from the Contract taking effect from this moment on.

In witness whereof, the Parties sign two equally valid copies of the present document in Amsterdam on the 21st of November 2022.

THE ASSIGNOR

THE EXHIBITOR (signature and seal)

---