



POTATOEUROPE

BELGIUM 2027

GENERAL REGULATIONS

ARTICLE 1 : ORGANIZATION

- 1.1. POTATOEUROPE 2027 is an organization of the Belgian Federation of suppliers of machinery, buildings and equipment for agriculture and green areas called "FEDAGRIM". The FEDAGRIM administration office is located :

Jules Bordetlaan 164, bus 4
1140 Evere
BELGIUM
Tel. : +32 (0)2 262 06 00
E-mail : info@potatoeurope.be

- 1.2. A Standing Support Committee is made up of representatives from FEDAGRIM and from the following institutes or associations active in the potato sector:
- ILVO – Instituut voor Landbouw- en Visserijonderzoek – Eenheid Technologie en Voeding, Burg. Van Gansbekelaan 115, 9820 Merelbeke
 - CRA-W – Centre de Recherches Agronomiques - Département Productions et filières – Unité Machines et infrastructures agricoles, 146 Chaussée de Namur, 5030 Gembloux
 - CARAH – Centre pour l'Agronomie et l'Agro-industrie de la Province du Hainaut, 11 rue Paul Pastur, 7800 ATH
 - FIWAP - Filière Wallonne de la Pomme de Terre, 4 Rue du Bordia, 5030 Gembloux
 - VIAVERDA - Praktijkcentrum voor land- en tuinbouw, Karreweg 6, 9770 Kruishoutem (Research Center for Potato Cultivation)
- 1.3. POTATOEUROPE 2027 will take place on Wednesday 8 and Thursday 9 September 2027 on the company premises of Mister O. Witdouck, rue de Mourcourt 2, 7540 Kain nearby Tournai/Doornik, from 10.00 am till 06.00 pm. During these hours the stands must be continuously manned.

ARTICLE 2 : EXHIBITORS AND THEIR EQUIPMENT

- 2.1 POTATOEUROPE 2027 is an open air exhibition with machine demonstrations in the fields and is open to the following exhibitors:
- a. companies or institutions active in research, development and consultancy in the potato sector;
 - b. companies marketing products necessary for the cultivation and storage of potatoes;
 - c. companies producing or being the exclusive agent for machines, tools or equipment for the cultivation, harvesting and storage of potatoes;

- d. companies producing or being the exclusive agent for machines, tools or equipment for treating, packaging and processing potatoes;
 - e. companies, institutions or organizations active in the marketing and commercialization of potatoes and derived products.
- 2.2 All exhibited machines, goods or products must be related to the above-mentioned sub sectors. Used or repaired tools, machines, products, etc... are not allowed at the exhibition, unless the Standing Support Committee decides otherwise or unless it concerns machines registered for the demonstrations at POTATOEUROPE 2027.
All exhibited goods, machines or tools must comply with the current national and/or EU standards and must be CE certified when required (prototypes must explicitly carry the sign "prototype").
- 2.3. Every exhibitor offering, promoting, exhibiting and/or demonstrating machines must have a fully operational service network in Europe, so as to guarantee adequate technical support, maintenance and repair of his machines. The exhibitor undertakes to demonstrate the existence of this service network at the organizer's simple request (e.g. by means of a list of authorized service points or dealers).
- FEDAGRIM reserves the right to refuse access to the exhibition to, or to exclude exhibitors who do not meet these conditions.
- 2.4. Each exhibitor must respect the intellectual property rights of other exhibitors and third parties. These include, among others, trademarks, patents, designs and models, copyrights, software and trade secrets. The exhibitor shall exhibit, demonstrate and promote only products and materials for which it holds the required rights or authorisations.

Enforcing rights and pursuing alleged infringements is the responsibility of the holder of those rights. FEDAGRIM does not act in its own name on behalf of third-party rights and does not rule on disputed rights.

The exhibitor's obligations, the procedure for reporting a suspected infringement and the measures FEDAGRIM may take are set out in the Addendum to the Trade Fair Regulations – Protection of Intellectual Property. This addendum forms an integral part of these regulations. FEDAGRIM recommends that each exhibitor read the addendum and the practical guide in the annex before the trade fair.

In the event of a court order, an established serious infringement or a refusal to comply with an imposed measure, FEDAGRIM may exclude an exhibitor from the current or future editions. Such exclusion takes place in accordance with Article 6 of the addendum.
FEDAGRIM is not liable for infringements of intellectual property rights by exhibitors or third parties. This does not apply in the event of its own willful misconduct, gross negligence or fraud.

ARTICLE 3 : VISITORS

- 3.1 POTATOEUROPE 2027 is a strictly B-to-B exhibition and is aimed to everyone who is professionally active in the potato sector :
- a. Researchers and information officials
 - b. Growers and cultivators
 - c. Contractors
 - d. Traders in potatoes and processed products
 - e. Traders in machines, goods and products for the potato sector
- 3.2 FEDAGRIM will use various means to attract visitors to POTATOEUROPE 2027. They mainly include direct mailing, personal invitations, the website and social media and advertisements in various trade magazines and websites. The organisation also makes promotional material available to the exhibitors.
The associations taking part in the Standing Support Committee also use their own channels to invite their members or business relations to POTATOEUROPE 2027.

ARTICLE 4 : REGISTRATION

- 4.1 To be valid, the application for participation must be done using the forms drawn up for this purpose by FEDAGRIM. The application form must be completed and submitted on-line via the website www.potatoeurope.be
- 4.2 As soon as the participation request reaches the secretariat, an acknowledgment of receipt will be sent to the exhibitor as well as an invoice for the administrative fee (see also art. 7.3.). No application for participation will be treated until this administrative fee is paid.
- 4.3 The following deadlines must be observed with regard to the registration:
 - for exhibitors who want a trial field in front of their stand and for exhibitors who want to demonstrate a potato harvester, a storing line, a (high-tip) trailer, a robot or drone the **application for participation** must reach us **on 31 January 2027 at the latest**.
 - for exhibitors with static exhibition material and without trial field the **application for participation** must reach the secretariat of POTATOEUROPE 2027 **on 03 March 2027 at the latest**.
- 4.4 Once the correctly completed and timely entered registrations and the proofs of payment are assembled, the administration office will mail a detailed Exhibitor's File to all exhibitors including further guidelines and order forms (tents, stands, furniture, electricity, ...) as from 22 March 2027.
- 4.5 All machines, tools, etc. that will be promoted, exhibited and/or demonstrated must be listed before July 15, 2027 via the relevant document in the Exhibitor's File. Only these products will be admitted to the exhibition. Additions or changes to the list must be reported in writing to the organizer before August 20, 2027.
- 4.6 After consultation with the Standing Support Committee, FEDAGRIM has the right to refuse exhibitors and machines, goods or products should their presence be deemed inopportune or hazardous. Refusal of an application for participation cannot lead to any kind of compensation except for the full reimbursement of the administrative fee.
- 4.7 By sending in the application for participation, the exhibitors commit themselves, explicitly and without reservations, to comply with the General Regulations as well as all other guidelines and special regulations that could be issued at a later date in the general interest.
- 4.8 The admission as an exhibitor is nominative, non transferable and inalienable. Unless with prior consent by FEDAGRIM, the exhibitors must in no case entirely or partly hand over the assigned stand to a third party, sublet it, put it at someone's disposal or transfer it.
- 4.9 Co-exhibitor: a co-exhibitor is a company offering its own products or services through its own staff present at the stand of another (main) exhibitor. For this type of participation there also has to be paid a participation fee. FEDAGRIM must explicitly give permission to a co-exhibitor at a given stand. Each co-exhibitor must fill out a separate participation form.
- 4.10 If a company requests more than one stand, separate registrations must be entered.
- 4.11 Cancellations must be sent by registered mail to the registered office of FEDAGRIM. For cancellations before 1 July 2027 the registered company will in any case be charged the administrative fee (630 EUR, or 525 EUR for a co-exhibitor) as fixed compensation. For cancellations after 30 June 2027 the registered company will be charged all invoiced amounts as fixed compensation previously agreed upon by all parties. The fixed compensation is due irrespective of the reasons for cancellation.

ARTICLE 5 : POSSIBLE FORMULAS FOR PARTICIPATION

- 5.1 With the exception of co-exhibitors, each participating company must rent a stand.

5.2 The following participation formulas are possible :

5.2.1 A stand in the large common marquee with possible areas of 12, 24, 48 or 60 m²

5.2.2 Outdoor areas on the grass of 25, 50, 100 or 150 m² in the tent village,

- either without tent,
- either with tent (see 5.4.)

5.2.3. In both cases, additional rental is also possible :

- for additional outdoor space acting as trial field
- the right to demonstrate 1 or more storing lines
- the right to demonstrate 1 or more potato harvesters.
- the right to demonstrate 1 or more trailers, drones or robots

5.3 The allocation of the stands is carried out by FEDAGRIM who will try to meet as much as possible the specific stand requirements of the applicant. On that basis, FEDAGRIM will make a stand proposal to the applicant. The applicant may lodge an objection to the proposed plan within 10 working days of the proposal being sent. Acceptance of the proposed stand explicitly also implies acceptance of any eventual additional costs (e.g. for more open sides than originally asked for).

In the general interest of POTATOEUROPE 2027, FEDAGRIM has the right to make ulterior changes to the structure, the location and the dimensions of the allocated stands and fields. The exhibitor commits himself to comply with the decision made by FEDAGRIM in this matter and waives any recourse by reason of this.

5.4 The participating companies have the right to set up a tent on their exhibition stand. The maximum space for the tents is limited to 100 m². In order to give the exhibition a uniform character, the companies must rent a tent from the company LOSBERGER DE BOER that is accredited by FEDAGRIM.

5.5 Companies wishing to set up a trial field must state so in their application for participation and clearly explain to what purpose it will be used. The experiment must be directly linked to potato cultivation; the field must be planted with potatoes.
The application will be submitted to the Standing Support Committee who will inform the exhibitor in writing if the trial field can be allocated and prepared.

If desired, the applicant can use the services of CARAH for the practical elaboration of the experiment. Contact data :

- CARAH
att. Olivier Mahieu,
rue Paul Pastur, 11
7800 Ath
Tel : +32 (0)68 26 46 33 - e-mail : mahieu@carah.be

5.6 FEDAGRIM provides a trial field with a vast range of varieties. If an exhibitor wishes to show a variety that is not yet included in the variety field, he can always contact CARAH (Olivier Mahieu) until 31 January 2027. The exhibitor can also order his own trial field to show his variety.

5.7 The location and dimensions of the trial plots are determined by FEDAGRIM and the Standing Support Committee. The trial plot allocated to the participating company will be located as close as possible to their exhibition stand.

5.8 The following demonstrations are authorized: harvesting potatoes, storing lines, trailers en high tippers, robots and drones. If there is sufficient interest in other demonstrations, they can be developed in consultation with FEDAGRIM. Please contact the organizer.

5.9 Should it appear that FEDAGRIM has a lack of demonstration areas the applications for participation will be handled in chronological order until all available space is taken up. Exhibitors who cannot take part in the demonstrations can still participate in the static exhibition.

- 5.10 A detailed floor plan (exhibition area and demonstration plots) will be sent to the participating companies 2 months ahead of POTATOEUROPE 2027 at the latest.
- 5.11 The stands cannot be connected to the water supply. However a number of central water distribution points will be at the disposal of the exhibitors.

ARTICLE 6 : SETTING UP AND DISASSEMBLING THE STANDS

- 6.1 A few weeks before building up, each exhibitor will receive “Last instructions” containing a detailed build up plan. Setting up the stands will be phased in function of the stand location. Although only the “last instructions” give the correct timing, it can be said as a general indication that setting up can take place on Thursday 02, Friday 03, Monday 06 and Tuesday 07 September 2027, each day from 07.30 am till 06.00 pm.
- 6.2 The exhibitors have to comply with the guidelines in the “Last Instructions” with regard to bringing in and removing their equipment and machines as from the entrance up to the stand or plot allocated to them.
- 6.3 Disassembling the stands and removing machines, equipment and products can start on Thursday 09 September 2027 from 06.00 pm till 09.00 pm and can continue on Friday 10 September 2027 from 07.30 am to be completed at 06.00 pm on the same day. All obstacles, waste and paper must be removed before finally returning the rented plot or stand.
- 6.4 Stand equipment, machines or other equipment that is not removed within the set time frame will be removed by the organizer at the exhibitor’s expense.
- 6.5 Each exhibitor will pass on to the organizer the name and contact data of the person responsible within the company for setting up and disassembling the stands. This person must be given authorization on the spot by the organizer to set up, disassemble and leave the stand.

ARTICLE 7 : RATES

7.1 VAT

The rates hereafter are VAT excluded, except the price for entrance tickets sold to the visitor.

7.2 Entrance fee

The entrance fee for the professional visitor is set at 20,00 € at the entrance and 17,00 € if the ticket is ordered on-line (VAT included).
Exhibitors can buy invitation tickets at 12,50 € (6% VAT excl.). These must be paid before the start of the fair. Tickets that have not been registered after the fair will be credited.

7.3 Administrative fee

Each application for participation gives cause for the opening of a file for which a fixed administrative fee of 630,00 EUR will be charged per exhibitor.
The participation rate, including the administrative fee, for a joint exhibitor amounts to 525,00 EUR.

7.4 Stand area

7.4.1. Rental rates for stands in the common tent :

Possible stand space	Rate
12 m ²	1.650 €
24 m ²	2.650 €
48 m ²	4.850 €
60 m ²	5.950 €

Supplement for 2 open sides: 285 €
 3 open sides: 435 €
 4 open sides: 690 €

This rate includes: the bare surface, wooden flooring, electricity connection (2x3kW) as well as general lighting in the tent, night security, international advertising campaign for visitor canvassing, entry in the alphabetical index of the catalogue.

The further equipment of the rented exhibition area is entirely at the exhibitor's expense. If required the exhibitor can rent a prefab stand, furniture or specific additional electricity by filling out the documents that will be sent to him together with the Exhibitor's File end of March 2027.

7.4.2. Rental rates for individual stands on the lawn

Possible plot surface	Rate
25 m ² (± 5 m front)	1.150 €
50 m ² (± 5 m front)	2.190 €
100 m ² (± 10 m front)	3.890 €
150 m ² (± 15 m front)	5.400 €

(Differences of 5 % in the abovementioned dimensions are possible.)

This rate includes: the bare surface, electricity connection (2x3kW), night security, international advertising campaign for visitor canvassing, entry in the alphabetical index of the catalogue.

The further equipment of the rented exhibition area is entirely at the exhibitor's expense. If required the exhibitor can rent a tent, a prefab stand, furniture or specific electricity by filling out the documents that will be sent to him together with the Exhibitor's File end of March 2027.

7.4.3. Rental rates for tents for stands on the lawn

Tent area	Description	Rate
16m ²	Square pagoda tent (4 x 4), with PVC side curtains and arched windows in 1 wall, and system flooring. 2 spots (60W), 2 outlets 220V, 16A	970 €
25 m ²	Square pagoda tent (5 x 5), with PVC side curtains and arched windows in 1 wall, and system flooring. 2 spots (60W), 2 outlets 220V, 16A	1.190 €
36m ²	Square pagoda tent (6 x 6), with PVC side curtains and arched windows in 1 wall, and system flooring. 2 spots (60W), 2 outlets 220V, 16A	1.440 €

(As far as the stand area allows it, more than one tent can be ordered per plot)

7.4.4. Rental rate trial field

The trial fields are rented in plots of ± 8m large by ± 8m depth. It is possible to rent several plots. The price for one plot is 345 €.

This rate only includes the rent of the plot and the soil preparation to make it ready for planting. If the exhibitor would like to have CARAH carry out the practical execution of his test, he has to contact this organization to make the necessary arrangements (see also art.5.5.).

7.4.5. Demonstrations

For the time being only potato harvesters, storing lines, (high-tip) trailers, robots and drones will be demonstrated. Participation rate per machine:

	FEDAGRIM members	Non members
Potato harvester	920 €	1.100 €
Storing line	920 €	1.100 €
(High-tip) Trailer	500 €	600 €
Robots and drones	420 €	500 €

- 7.5 **Nobody will be allowed to take possession of his stand area unless all invoices have been paid prior to the exhibition and on the due dates. Only the exhibitors who have paid all their invoices will be given authorization from the organizer to start the installation of their stand.**

ARTICLE 8 : RIGHTS AND OBLIGATIONS – SPECIAL STIPULATIONS

- 8.1 Each participating company must take out a “Civil Liability as exhibitor” insurance policy or an extension of its civil liability insurance policy also covering participation in exhibitions, fairs, shows and demonstrations.
Each participating company must also take out an “All Risks” insurance policy (including theft) and be able to produce proof of this upon request. FEDAGRIM refutes all liability for any damage suffered by the exhibitors.
- 8.2 If an exhibitor has objections with regard to his allocated location he must inform the organizers thereof by registered mail within 10 working days after the floor plan is sent out. After this date the organizer will assume that both the demonstration plot and the stand comply with the requirements of the participating company.
- 8.3 The participating companies are only allowed to make publicity and distribute leaflets within the boundaries of their exhibition stand.
- 8.4 The use of sound systems is only authorized as far as it is not disturbing other exhibitors.
- 8.5 Since Case IH / Steyr is exclusive partner of POTATOEUROPE 2027 it will be prohibited to drive a tractor of another brand on the venue during the event. Moreover, each exhibitor who exhibits a tractor of another brand on his stand as a static exhibit (be it to carry a machine or for any other reason) will be charged 1.250,00 EUR per tractor. If needed, an exhibitor can always contact Case IH / Steyr for a tractor via the form included in the Exhibitor's File
- 8.6 Although security will be provided outside opening hours, the exhibitor must make sure that loose goods (hand-held machines, publicity material, ...) are securely stored outside the opening hours of POTATOEUROPE 2027. During the opening hours of POTATOEUROPE 2027 each exhibitor must make sure that his stand is not left unattended.
- 8.7 In case of compelling necessity (such as terrorist threats, pandemic, protests, complete or partial destruction of the fields or tents) FEDAGRIM has the right to cancel or postpone POTATOEUROPE 2027 or shorten its duration without this giving the registered exhibitors the right to cancel their registration or claim damages; even after written confirmation of the allocation of the exhibition and demonstration area.

If POTATOEUROPE 2027 is cancelled by FEDAGRIM before 01 July 2027, FEDAGRIM undertakes to credit all amounts it has invoiced excepted the administrative fee and to reimburse the exhibitors for all amounts already received.

Should FEDAGRIM be forced to cancel POTATOEUROPE 2027 between 01 July 2027 and 07 September 2027, FEDAGRIM will retain 35% of the invoiced amount (including

administrative fee, m², tents, electricity and floors) to cover the costs incurred in the general interest by FEDAGRIM. The remaining sum will be credited and refunded.

If POTATOEUROPE 2027 has to be discontinued after opening due to unforeseen circumstances, FEDAGRIM has no obligation to reimburse the rent or part thereof. The exhibitor waives any recourse by reason of present stipulation.

- 8.8 In case of violation of present regulations FEDAGRIM can impose an indemnification of 500 EUR on the exhibitor without prejudice to the right for FEDAGRIM to claim real damages later on. This indemnification cannot be deducted from possible costs to be invoiced at a later date.

ARTICLE 9 : PAYMENTS

- 9.1 The balance of the amounts due must be paid within the set time mentioned on the invoice (in principle within 30 days) and on 1 August 2027 at the latest. If payment fails to be made, the advance payment remains the property of FEDAGRIM.

When payment has failed to be made by the due date, our invoices will give rightfully cause for legal interests as from the due date. Furthermore, each amount that remains unpaid after 14 days, counting from the day of serving notice by registered mail, will be increased by a fixed compensation equal to 10% of the remaining amount due with a minimum amount of 123,95 EUR.

If payment has not been made within the fixed time, the organizer has the right to dispose of the reserved areas while the exhibitor remains committed as applicant and bound to pay all invoices. The area will only be put at the disposal of the exhibitor when he has met all the commitments towards the organizer.

- 9.2 All payments must be made by bank transfer into the ING-account of FEDAGRIM v.z.w., Jules Bordetlaan 164 bus 4 in 1140 Brussels. The IBAN number for FEDAGRIM is BE17 3100 1522 2521, the BIC code for the ING bank is BBRUBEBB.
- 9.3 Drafts, bills of exchange and cheques are not acceptable forms of payment.
- 9.4 In case of dispute and in the absence of a settlement by mutual agreement between parties, only the Courts in Brussels are competent. Only the stipulations of Belgian legislation are applicable to these general regulations.

Addendum to the Trade Fair Regulations

Protection of Intellectual Property

Agribex · PotatoEurope Belgium · Demo Groen

Version October 2026

This addendum requires every exhibitor to respect the intellectual property rights of third parties and sets out how reports of suspected infringements are handled. It forms an integral part of the trade fair regulations and is expressly accepted upon registration.

Article 1 – Scope and order of precedence

- 1.1 This addendum applies to any participation in the trade fairs organised by Fedagrim vzw, in particular Agribex, PotatoEurope Belgium and Demo Groen, on Belgian territory (hereinafter: "the trade fair").
- 1.2 It applies to the exhibitor, its co-exhibitors, stand builders, stand staff and any person it involves in its participation. The exhibitor is responsible for their compliance.
- 1.3 The addendum covers everything shown, demonstrated, offered or distributed at or in connection with the trade fair: machinery, parts, technology, software, trademarks, names, brochures, catalogue texts, photos, videos and digital communications.
- 1.4 In the event of a conflict between this addendum and the general trade fair regulations, this addendum shall prevail as regards the protection of intellectual property. In all other respects, the trade fair regulations remain fully applicable.
- 1.5 For an edition outside Belgium, the preventive principles of this addendum apply, but the applicable law, the competent court and the local procedures are determined separately in the special conditions of that edition.

Article 2 – Definitions

- **Intellectual property rights:** patents, supplementary protection certificates, trademarks, designs and models (registered or unregistered), copyright and related rights, rights in software and databases, trade names, plant variety rights and trade secrets, whether Belgian, Benelux, European or international, insofar as they have effect on Belgian territory.
- **Infringement:** any act that violates an intellectual property right without the consent of the right holder, including showing, demonstrating, offering, promoting or selling counterfeits or imitations.
- **Right holder:** the holder of an intellectual property right or the person validly authorised by the holder to enforce that right, such as an exclusive licensee with enforcement powers.
- **Report:** a written complaint concerning a suspected infringement, submitted in accordance with Article 5.
- **Reporting point:** the officer designated by Fedagrim, and his or her deputy, for IP reports during build-up, show days and dismantling.
- **Organiser:** Fedagrim, or the contracting organiser named in the special conditions of an edition.

Article 3 – Obligations of the exhibitor

- 3.1 The exhibitor undertakes not to infringe the intellectual property rights of third parties at the trade fair. It shall show, demonstrate, offer and promote only products, technology and materials for which it holds the required rights, licences or authorisations.
- 3.2 An exhibitor presenting third-party products or trademarks as a dealer, importer or licensee declares that it is authorised to do so. Ownership of a machine does not confer any right to the intellectual property attached to it.
- 3.3 The exhibitor holds the rights to all image, text, video and software material it uses on its stand, in the trade fair catalogue, on the website or through other trade fair channels.
- 3.4 Admission to the trade fair, a CE marking, a patent of one's own or previous participation does not prove that a product may be freely presented or marketed.
- 3.5 Upon a reasonable and substantiated request from the organiser, the exhibitor shall provide the information needed to assess a specific report. Confidential documents may be limited to what is strictly necessary and marked as confidential.
- 3.6 The exhibitor shall comply immediately with measures taken by the organiser under Article 6, without prejudice to its right to contest them.
- 3.7 An exhibitor that itself detects a suspected infringement shall refrain from taking matters into its own hands: it shall not remove any goods, enter another stand without permission, disrupt demonstrations or make public accusations.

Article 4 – Preparation, disclosure and confidentiality

- 4.1 Each exhibitor is itself responsible for protecting its innovations. The organiser recommends checking, before any launch, teaser, catalogue listing or demonstration, whether a patent or design application should be filed first. Disclosure at the trade fair may destroy the novelty of an invention; there is no general trade fair exemption.
- 4.2 A right holder anticipating a specific risk of counterfeiting is advised, before the trade fair, to:
 - 1. have evidence of its rights and its authority ready (register extracts, licence or power-of-attorney documents, previous formal notices or settlements);
 - 2. engage an IP lawyer who can be reached during build-up and show days;
 - 3. where appropriate, file an application for customs action via the IP Enforcement Portal (IPEP), on the basis of Regulation (EU) No 608/2013.
- 4.3 Taking photos, videos or technical recordings of another exhibitor's stand or products requires that exhibitor's consent, except for findings recorded by a bailiff or on the basis of a court decision. This photography ban is an access rule and does not replace intellectual property rights or confidentiality measures.
- 4.4 The exhibitor grants the organiser a non-exclusive, royalty-free right to use the names, logos, texts and images it supplies, solely for the catalogue, website, social media and promotion of the trade fair concerned, for the duration of that edition and the following edition. The exhibitor shall indemnify the organiser against third-party claims relating to the material supplied.
- 4.5 The practical guide in the annex is for information purposes only and does not form part of the contractual obligations.

Article 5 – Reporting a suspected infringement

- 5.1 A right holder who detects a suspected infringement may report it in writing to the reporting point at info@fedagrim.be or to the organisation secretariat at the trade fair. During show days, the reporting point can be reached on +32 2 262 06 00.
- 5.2 A report shall contain at least:
 - 1. the identity and contact details of the reporting party and, where applicable, of its lawyer;
 - 2. the right invoked, with registration number, territory of protection and validity, or, for an unregistered right, the elements demonstrating its existence;

- 3. evidence that the reporting party is the right holder or is authorised;
 - 4. the exhibitor concerned, the stand number and the product or material;
 - 5. a factual explanation of the suspected infringement;
 - 6. the action requested.
- 5.3 The reporting point records the report with date and time and acknowledges receipt. Such acknowledgement does not constitute a finding of infringement. An incomplete report will only be processed once the missing documents have been provided.
- 5.4 A report to the organiser does not replace legal action and does not suspend any statutory time limit. The right holder remains free to have direct recourse to legal remedies, such as a formal notice, a counterfeiting seizure (*saisie-contrefaçon*, Article 1369bis of the Judicial Code), summary proceedings or an action for cessation.
- 5.5 A report that is manifestly unfounded or submitted in bad faith may give rise to measures against the reporting party under the trade fair regulations, without prejudice to the reporting party's liability towards the exhibitor concerned.

Article 6 – Handling and measures

- 6.1 The organiser shall handle a complete report carefully and without delay. It may obtain independent legal advice from an external IP lawyer.
- 6.2 The exhibitor concerned shall be given the opportunity to respond before a measure is taken, unless a court order, an urgent situation or the need to preserve evidence precludes this.
- 6.3 On the basis of sufficiently specific indications, the organiser may take a necessary and proportionate interim measure targeting the disputed product or material, such as:
- covering or removing a product from the stand;
 - interrupting a specific demonstration;
 - removing promotional material, a catalogue listing or online content.
- 6.4 Further-reaching measures, including restricting or terminating participation, closing the stand or exclusion from a future edition, are only possible in the event of:
- a valid court order;
 - an established serious infringement;
 - a refusal to comply with a measure under Article 6.3;
 - repeated infringements at previous editions.
- 6.5 Every measure shall be communicated in writing, with reasons, and may be reviewed on the basis of new information. A mere complaint is never in itself sufficient grounds for a measure.
- 6.6 The organiser does not itself seize any goods and does not rule definitively on disputed rights. In the event of a court order, it shall cooperate within the limits of that order, in consultation with the bailiff and the venue operator.
- 6.7 A measure does not give rise to any right to a refund of participation fees or to damages, except in the event of wilful misconduct or gross negligence on the part of the organiser.
- 6.8 Directors or staff of the organiser who have an interest in the dispute shall not take part in its assessment. A dispute between two members shall be handled without preferential treatment. Files are treated confidentially and shared only with those who need them.

Article 7 – Role of the organiser, liability and costs

- 7.1 Admission to the trade fair does not imply approval of products or of the rights attached to them. The organiser does not carry out any general prior check of intellectual property rights.

- 7.2 Each exhibitor remains liable for its own acts and for those of the persons it involves in its participation. The organiser is not liable for infringements committed by exhibitors.
- 7.3 The exhibitor shall indemnify the organiser against third-party claims arising directly from an infringement it has committed, including reasonable legal costs, insofar as that infringement has been established by a court decision or acknowledged by the exhibitor.
- 7.4 In principle, the parties bear their own costs of advice and legal assistance. Any compensation for damage or costs shall be determined in accordance with the applicable law and the contractual arrangements. A report does not automatically give rise to a right to compensation, nor does it automatically exclude that right.
- 7.5 This article does not exclude the organiser's liability for its own wilful misconduct, gross negligence or fraud and is without prejudice to mandatory law, including the provisions on unfair terms between undertakings (Article VI.91/1 et seq. of the Code of Economic Law).

Article 8 – Final provisions and acceptance

- 8.1 This addendum is made available before registration and is expressly accepted upon registration. It is available in Dutch and French; both versions are equally authoritative.
- 8.2 Belgian law applies. Disputes shall be settled by the court designated in the trade fair regulations, without prejudice to the mandatory rules of jurisdiction for intellectual property.
- 8.3 Each party retains access to the competent court at all times. No provision of this addendum constitutes a waiver of rights.
- 8.4 The invalidity of any provision shall not affect the validity of the remaining provisions.

Agreed and accepted – the exhibitor

The exhibitor declares that it has read and accepts this addendum.

Annex – Practical guide and useful addresses

This annex is for information purposes only. It does not replace legal advice on a specific dispute.

In the event of a suspected infringement at the trade fair

1. Note the time, exhibitor, stand number and product. Keep brochures and public offers.
2. Contact your IP lawyer immediately, even before approaching the other party. A warning may cause evidence to disappear.
3. Where necessary, have a bailiff record the findings.
4. Report the case to the organiser's reporting point in accordance with Article 5.
5. Only sign a cease-and-desist declaration, undertaking or acknowledgement after receiving advice from your lawyer.

Useful addresses

Organisation	Purpose	Contact
FPS Economy – Intellectual Property Office	Information on Belgian patents and IP rights	economie.fgov.be · piie.contact@economie.fgov.be
BOIP – Benelux Office for Intellectual Property	Benelux trademarks and designs, i-DEPOT	boip.int · info@boip.int · 078 052 242
FPS Finance – Customs and Excise	Customs action against counterfeiting, application via IPEP	finances.belgium.be · ipenforcementportal.eu
Flemish Bar Association / AVOCATS.BE	Finding an IP lawyer	advocaat.be · avocats.be
Institute of Patent Attorneys	Registered patent attorneys	belgiumpatent.be
BMM – Benelux Association for Trademark and Design Law	Trademark and design advisers	bmm.eu
ABAC-BAAN – Belgian Anti-Counterfeiting Association	Cooperation against counterfeiting	abac-baan.com · +32 2 230 74 20
FPS Economy – Economic Inspection	Reporting infringements via the reporting point	meldpunt.belgie.be