

General Conditions

Last Updated: Monday, April 14th, 2025

These General Conditions ("Conditions") govern the provision of services by STIXS Exhibition Services ("STIXS", "we", "our" or "us") to any person or organization ("Client", "you") requesting or engaging our services for exhibition stand design, planning, production, and event management. By commissioning our services or using our website (https://www.stixs.nl), you agree to be bound by these Conditions.

1. Scope of Services

- Service Provision:
 - STIXS specializes in providing comprehensive exhibition stand solutions and event management services. Our services include but are not limited to concept development, design, project management, production, logistics, on-site installation, and post-event support.
- Customization:
 Each service is tailored to the Client's specific needs, objectives, and event requirements as specified in individual project proposals or contracts.

2. Offers, Proposals, and Agreements

- Non-binding Proposals:
 - All offers, quotations, and proposals provided by STIXS serve as invitations to enter into an agreement and are subject to confirmation. Under Dutch law, a legally binding agreement can be formed either verbally or in writing. Accordingly, once the Client explicitly confirms whether in writing (e.g., by email) or verbally (e.g., via phone or in person) that a project is approved or should proceed, a binding agreement is deemed to exist. STIXS will then initiate the agreed services in accordance with the confirmed terms, regardless of whether a separate written contract has been signed. Should the Client fail to honour the agreement after giving such confirmation, STIXS reserves the right to charge for any costs already incurred, including but not limited to project preparation, planning, design work, and time reserved for execution. These costs will be invoiced based on actual hours and expenses incurred.
- Formation of the Agreement:
 A binding agreement is formed once you accept our offer in writing (by email or signing a contract) and we confirm the acceptance. Any modifications or additional requirements must be agreed upon in writing by both parties.

3. Pricing and Payment

- Quotations:
 - All prices are quoted in euros unless stated otherwise. The provided prices exclude applicable taxes (such as VAT), which will be added as required by law.
- Payment Terms:



Invoices are typically issued upon completion of service milestones or at the project's conclusion. Full payment is due within 30 days of invoice receipt unless other arrangements are made in writing.

• Late Payment:

In the event of late payment, interest may be charged at a rate of 2% per month (or as otherwise permitted by law), plus reasonable costs incurred for collection.

• Additional Costs:

Any changes to the scope of work requested by the Client, including additional services or modifications beyond the agreed-upon proposal, may incur extra charges. These will be communicated and agreed upon in advance.

4. Client Responsibilities

• Accurate Information:

The Client is required to provide accurate, complete, and timely information necessary for us to deliver the services.

• Cooperation:

You agree to cooperate by making available any data, materials, or approvals necessary for the project.

• Delays:

Delays or errors caused by inaccurate or incomplete information provided by the Client may affect delivery timelines and outcomes. STIXS shall not be liable for any delays resulting from such issues.

5. Delivery and Execution

• Timelines and Milestones:

Our work is scheduled based on agreed timelines; however, delivery dates are estimates and subject to change due to circumstances beyond our control.

• On-Site Execution:

STIXS will manage on-site installation, production, and set-up during events, ensuring that all work is performed according to the specifications provided in the contract.

Quality Assurance:

We commit to using industry-standard practices and high-quality materials in the execution of our services.

6. Third-Party Involvement

• Subcontractors and Partners:

For certain aspects of our services, we may collaborate with trusted third-party suppliers, stand builders, logistics providers, or other specialists.

• Liability:

While we exercise due diligence in selecting partners, STIXS is not liable for any acts or omissions of third parties beyond what is reasonably within our control.

• Confidentiality Agreements:

All third parties engaged on our behalf are bound by confidentiality and data protection agreements to ensure the integrity and security of your information.



7. Cancellation and Termination

• Cancellation by the Client:

The Client may cancel the agreed services by providing written notice. However, cancellation after work has commenced may result in the Client being liable for costs incurred up to the cancellation date, including design fees and deposits paid to subcontractors.

• Termination by STIXS:

STIXS may terminate the agreement if the Client fails to meet agreed payment or cooperation obligations. Prior to termination, we will issue a written notice and allow a remedy period of 14 days.

• Refunds and Compensation:

Any refunds, if applicable, shall be determined in accordance with the work completed and documented under the agreement.

8. Liability and Indemnification

• Direct Damages:

STIXS is liable only for direct damages caused by our intentional misconduct or gross negligence, up to the total amount paid for the services provided.

• Exclusion of Indirect Damages:

We are not liable for indirect, consequential, or incidental damages, including lost profits, loss of business, or reputational harm.

• Indemnification:

The Client agrees to indemnify and hold harmless STIXS from any claims, damages, or losses arising from the use of provided materials or from inaccurate information supplied by the Client.

9. Intellectual Property

Ownership:

All designs, plans, and creative materials produced by STIXS remain our intellectual property until full payment for the services is received. Once full payment is completed, usage rights for the materials transfer to the Client for the specific project.

Client Materials:

The Client warrants that any materials (e.g., logos, images) provided to STIXS do not infringe on the intellectual property rights of third parties.

10. Confidentiality

• Protection of Information:

Both parties agree to maintain the confidentiality of proprietary information shared during the course of the project.

Non-disclosure:

Information regarding pricing, project plans, and design details shall not be disclosed to any third party without prior written consent, except as required by law.



11. Force Majeure

• Unforeseeable Events:

STIXS shall not be held liable for delays or failures resulting from causes beyond our control, including natural disasters, strikes, or government restrictions.

• Notification:

In the event of force majeure, we will promptly notify the Client and work together to mitigate any adverse effects.

12. Governing Law and Dispute Resolution

• Applicable Law:

These Conditions shall be governed by and construed in accordance with Dutch law.

• Dispute Resolution:

Any disputes arising under or in connection with these Conditions will be first addressed through amicable negotiations. If a resolution cannot be reached, disputes will be submitted to the competent court in the Netherlands, unless otherwise mutually agreed upon by the parties.

13. Amendments and Updates

• Modification of Conditions:

STIXS reserves the right to amend these Conditions at any time. Any modifications will be posted on our website, and, if significant, the Client will be notified directly. Continued use of our services after such modifications constitutes acceptance of the updated terms.

• Notification:

Active projects will be covered under the Conditions in effect at the time of contract formation.

14. Contact Information

If you have any questions or require further clarification regarding these General Conditions, please contact us using the details below:

• Email: info@stixs.nl

Phone: +31 6 57 54 53 97

Address: De Cuyperstraat 6, Wanssum, 5861CM, The Netherlands