

First
Step

Application

FORMEX

13-16 August 2014
at Stockholmsmässan

Application

To be filled in by the fair:

Client number : _____

Order number: _____

Stand number: _____

Company name

Address

Postal address

Email

Website

Contact person

VAT Number/National ID Number

Telephone

Mobile phone

Fax

Invoice adress (if not same as above):

We wish to exhibit following products:

- ☐ Floor area 6 sqm, SEK 7,995 excl. VAT
- ☐ Floor area 8 sqm, SEK 10,495 excl. VAT
- ☐ Floor area 9 sqm, SEK 11,495 excl. VAT
- ☐ Floor area 12 sqm, SEK 14,995 excl. VAT

Price includes registration fee, stand area, black painted walls, black carpet, power points, light pitchers in the hawser which highlights the booth.

Terms of payment:

Stand rent is to be paid on receipt of invoice 60 days before event start. Applications made later than 60 days before the opening of the event. Terms of payment are according to invoice.

This application is legally binding and the undersigned pledges to abide by rules and regulations printed on the reverse side.

Date

Authorized signatory

Send to:

Postal address: Stockholmsmässan AB,
SE-125 80 Stockholm
Phone: +46 8 749 41 00 Fax: +46 8 749 61 58
Email: formex@stockholmsmassan.se
www.formex.se

1. Background Stockholmsmässan AB ("the Fair") arranges trade fairs, either under its own direction or on behalf of organisers of exhibitions with arrangements of their own. In addition the Fair allows the use of its premises, both for trade fairs and for independent events or congresses. These general terms and conditions are applicable both for exhibitors at fairs arranged by the Fair, and where relevant, for lessee's of premises (mutually referred to as "Exhibitor/s").

These general terms govern rent of space for stands and all other services provided by the Fair, technical and other, including rent of premises, unless otherwise specifically provided for. If these general terms conflict with any specifically stated term regarding services provided by the Fair, the latter shall prevail.

2. The agreement **Reservation** The reservation of stand space or rent of premises, as well as these terms, are regardless of the booking's form, contractually binding for the Exhibitor. The Fair reserves the right to assess and, without any explanation, deny or set up specific requirements for the Exhibitor's participation in a certain event.

The Fair is bound by the agreement when an order confirmation has been sent to the Exhibitor. Such confirmation can also be made in the form of an invoice. If the confirmation deviates from the reservation, the Exhibitor shall notify the Fair thereof within 10 (ten) days from the date of order confirmation/invoice. If no such notification is made both parties are bound by the content of the order confirmation. If the Exhibitor notifies the Fair about the deviation within the time limit stated above, the Fair shall either correct the deviation or declare the agreement cancelled.

Exhibitor's specifications, made on an order form or the like, regarding stand location and its size, are only considered as requests. The Fair grants the Exhibitor a final stand location based on the use of the exhibition halls, the Exhibitor's line of business and classification of interest. Time of application is of no relevance. The Fair reserves the right to, whenever it finds necessary, adjust and rearrange the layout of the exhibition halls. Hence, a deviation between the requested stand location and the stand location finally allocated to the Exhibitor shall never be considered a deviation between the reservation and the order confirmation.

The Fair is entitled to terminate the agreement with the Exhibitor, in writing, with immediate effect in the event of an Exhibitor's late payment.

Cancellation The Exhibitor may, free of charge, cancel a booking of space for a stand within 10 (ten) days from the first received first order confirmation (date of order confirmation) or first invoice (date of invoice). If a cancellation is made later than this date, the Exhibitor is charged 100 (one hundred) percent of the rent for the stand space, unless otherwise stated on the order confirmation or the invoice. However, registration fees are never refunded.

Upon cancellation of a booking of premises in any of the A-, B-, C-halls, the Victoria hall and the halls K1, K2, K11, K16/17 and K21, the Exhibitor will be charged 10 (ten) percent if cancellation is made more than four months prior to the first day of use, 50 (fifty) percent if cancellation is made more than three months prior to the first day of use, 75 (seventy five) percent if cancellation is made more than two months prior to the first day of use and 100 (one hundred) percent if cancellation is made less than two months before the first day of use. For all other reserved premises, the Exhibitor will be charged 50 (fifty) percent if cancellation is made more than four weeks prior to the first day of use, 75 (seventy five) percent if cancellation is made more than three weeks prior to the first day of use and 100 (one hundred) percent if cancellation is made less than three weeks prior to first day of use.

Space for a stand or premises must not, fully or partly, be reassigned or sublet by the Exhibitor without the Fair's approval.

The Exhibitor obligates himself to follow these general terms and other specific terms and regulations that may be issued by the Fair.

3. Exhibitors use of stand or premises, etc.

Prior to the fair/conference The Exhibitor shall take possession over the stand location no later than 24 (twenty four) hours prior to the opening of the fair. Failure to do so entitles the Fair to use the stand location for other purposes.

The Exhibitor shall have the stand location ready and prepared 12 (twelve) hours prior to the opening of the fair.

Stand location may not be taken into possession unless registration fee, rent and any other fees according to the order confirmation and, if relevant orders made later, are paid in full. Entry to premises is not granted unless 70 (seventy) percent of the rent and any other fees according to the order confirmation are paid in full.

The Exhibitor is responsible for the design, construction, decoration, dismantling, removal and cleaning of his/her stand. The Fair, through Event Service, provides everything from individual products to complete stands. Orders from Event Service should be made either by filling in a specific order form or via www.stockholmsmassan.se.

Conference rooms, course rooms, convention rooms and offices are all standardly furnished with the number of seats specified in the price list and equipped according to the specification in the price list, which is available at www.stockholmsmassan.se.

During the fair/conference The stand must meet the requirements stated in the Fair's established Technical regulations. These can be ordered from the Fair and are available at www.stockholmsmassan.se. Furthermore, the stand, including the two levels variant as well as decorations, exhibition area for advertising and the like, may not, without approval from the Fair, exceed the maximum heights that have been decided upon for the relevant fair.

The Exhibitor shall keep the stand in good condition and, at his own expense, make necessary improvements if the Fair considers it not to meet reasonable quality requirements.

Rented premises shall be maintained and returned in the same state as found on entry. The Exhibitor shall compensate the Fair for all damages the Exhibitor or anyone for whom he is responsible causes on the rented premises.

Only such items that are considered by the Fair to comply with the objectives of the current fair and that meet reasonable quality requirements may be exhibited. In the event that an item is found by the Fair not to meet the afore-mentioned requirements, the Exhibitor is obliged to remove such items from the stand immediately and at his own expense. The Exhibitor shall not be entitled to a refund of the stand rent or any part thereof, or to receive any other compensation from the Fair in respect of any costs or loss suffered – either direct or indirect – which could possibly arise as a consequence of a decision made by the fair according to the above.

The Fair has an unconditional right to dismiss an Exhibitor or remove an exhibited object. Dismissal is made at the Exhibitor's expense.

It is not permissible for the Exhibitor to:

- without approval of the Fair, conduct sales over the counter for cash payments, or to take deposits
- without approval of the Fair, distribute advertisements outside his own stand
- without approval of the Fair, through displays within the area of the fair, refer to an exhibition outside the fair
- present or allow political propaganda in the stand or elsewhere in the area of the fair

e) to arrange his stand, decoration, demonstrations and sales activities in a way which contravenes the international Chamber of Commerce's Consolidated Code governing advertising, or which causes disturbance to other exhibitors and visitors. All spoken and written marketing shall be of a responsible nature and shall conform to marketing legislation

f) practice activities or give demonstrations, which due to their unreasonable sound level, as assessed and considered by the Fair, negatively affects other exhibitors' possibilities to participate and demonstrate their products, articles or services.

Rent of premises for commercial business, requires a specific agreement to be entered into between the Fair and the Exhibitor.

Exhibited products may not be removed during the period of the fair without special approval of the Fair.

It is not permissible to exhibit live animals, explosive products or other items, which the Fair considers inappropriate from a safety point of view. Products that are exhibited shall conform to the regulations of relevant authorities and/or control and inspection bodies and shall, where necessary, have the approval of such authorities or bodies.

The Exhibitor is reminded of his obligations according to legislation on working environment.

If necessary the Fair is entitled to undertake corrective measurements, at the Exhibitor's expense upon violation of any aforementioned regulation, which is valid during a particular fair or conference.

After the fair/conference Any items left behind, in the stand, rented premises or elsewhere within the area of the Fair, after the last permitted removal time, the Fair can implement their removal at the liability and expense of the Exhibitor.

As a means of guarantee for the fulfillment of all obligations to the Fair that the Exhibitor has or may have, the Fair shall be entitled to retain the Exhibitor's property until payment in full has been received

4. Exhibitor's liability The Exhibitor shall indemnify the Fair for all damages caused by the Exhibitor or attributable to his personnel.

Breaches by the Exhibitor of any of these general terms or any other specific regulations concerning services provided by the Fair shall render him liable to exclusion, with immediate effect, from participation in ongoing and future events. The Exhibitor will still be held responsible for the agreed rent.

The Exhibitor shall indemnify the Fair in the event of the Fair being obliged to pay taxes or other duties to the state or municipality, based on the Exhibitors rent or other fees paid by the Exhibitor for participation in the fair or conference.

The Exhibitor is particularly reminded that communication connections provided through Event Service, does not include any protection against infringement or computer viruses and that necessary protection through firewalls etc. must be provided by the Exhibitor himself.

5. The Fair's liability In the event that the Fair is not able to provide the agreed stand location, the Exhibitor is required to accept any adjustments in respect of space and location, which may be necessary and reasonable due to the circumstances.

In the event the Fair is effectively unable to offer any stand location, the Exhibitor is solely entitled to a refund of paid stand rent and all other fees.

The Fair shall not be responsible for any exhibited items or decorations in the Exhibitor's stand, irrespective of whether damage has been caused as a result of an error or negligence on part of the Fair or staff for whom the Fair is responsible.

The Fair shall not be held responsible for any material, clothes or equipment that belongs to the Exhibitor or any third party, which are being stored in premises rented from the Fair.

The Fair is not responsible for an event's commercial impact or success, the number of participating exhibitors or visitors, or the presence of certain strategic exhibitors.

If, for reasons beyond the Fair's control, restrictions occur in respect of heating, supply of electricity, water, communication connections, electronic or web based services or other facilities provided by the Fair, the Exhibitor is not entitled to receive a refund of stand rent, premises rent or part thereof. Neither shall the Exhibitor be entitled to any form of compensation. If any of the afore-mentioned restrictions do occur due to circumstances within the Fair's control, the Fair's liability is restricted to a refund of the fee paid for such facility.

The Fair is not liable for any errors made in catalogues or other publications of information regarding a certain event, irrespective of form, written or electronic.

The Fair disclaims any responsibility for damages and claims resulting from these general terms or herein stated conditions not being complied with, or from failure to obtain any required approval from the Fair. The Exhibitor shall himself remain responsible and indemnify the Fair for all such expenses and damages.

In the event of the Fair being forced to cancel or postpone an event as a consequence of war, riot or act of terror, action taken by local authority or lack thereof, new or altered legislation, conflicts on the labour market, blockade, fire, flooding or accident of substantial proportion or some other comparable incident, no refund of rent will be paid. Alternatively the Exhibitor shall, as soon as the event can be held, be entitled to priority with regard to stand location or if applicable, similar premises and exempted from the registration fee. Except for the aforementioned, the Exhibitor is not entitled to any form of compensation

The Fair is not liable for any other damages than those aforementioned, unless caused by intention or gross negligence. The Fair will never be held responsible for the Exhibitor's indirect damages. The Fair's liability shall under no circumstances exceed 5 (five) base amounts (Sw. "prisbasbelopp") according to the National Insurance Act (1962:382).

6. Terms of payment Registration fee, stand rent and all other applicable fees shall be paid for in advance prior to the relevant fair. Rent for premises and other additional related fees shall, unless otherwise agreed upon, be paid as follows: 70 (seventy) percent to be paid in advance and 30 (thirty) percent after completion of the event.

Services provided by Event Service shall be paid for in arrears, within 15 days of receipt of invoice, if nothing else has been specified at the time of confirmation. Complaints in respect of such services shall be made without delay and have reached the Fair no later than 10 (ten) days after date of invoice.

In the event of late payment, interest will be charged at a rate of 1.5 (one and a half) percent per month.

7. Miscellaneous The Exhibitor permits available information about him/her to be furnished to a third party.

The Exhibitor consents to the Fair being freely entitled, without requiring the specific consent of the Exhibitor, to make sound and/or film recordings of the

products, messages, films, presentations, performances, persons or anything else that represents that Exhibitor or that the Exhibitor shows at the fair. The Fair is thereafter entitled to freely publicize the results of such recordings for its own PR or marketing purposes. The Fair is itself responsible for obtaining any necessary consent for such uses from any third parties who may be concerned.

The headings in these general terms are only intended as support for reading and shall not affect the interpretation of them.

No omission from the Fair in invoking these general terms shall operate as a waiver of such right. Neither shall a waiver of any right on any one occasion, irrespective of the reason therefore, be construed as a waiver of such right on any future occasion.

Disputes regarding interpretation or application of agreements between the parties, and consequently related legal relations, shall be settled in an ordinary court of law with Stockholm's district court being the court of first instance. Swedish law shall apply on all agreements between the Fair and the Exhibitor.

Abstract of terms for exhibition risk insurance
Insurance including transportation insurance and business travel insurance, in cooperation with Länsförsäkringar.

Comprehensive terms of insurance at: www.stockholmsmassan.se under EXHIBITOR INFO

The following is applicable when taking out an exhibition risk insurance:

For whom the insurance applies The insurance applies for the policy holder as owner of the insured exhibition goods, and hired exhibition material for which the exhibitor has assumed the risk. The insurance also applies for co-exhibitor, companies that are represented as well as other owners of insured exhibition goods, when such persons/companies cannot receive compensation for damages or loss through other insurance policies

The insurance even includes a business travel insurance, which covers medical and travel costs, personal goods, accident insurance, a principle sum in the event of death and invalidity, according to the general terms of insurance, TJÄNSTERESFÖRSÄKRING

When the insurance applies The insurance applies in respect of damages/losses that have occurred during the time the insurance has been in force. Insurance cover, including transportation commences when, for purposes of effecting the insured transportation, the exhibition goods leave the place of storage or depot, at the place where the transportation begins. It continues during normal transportation and the following connecting loading, reloading and unloading and continues during the exhibition and breaks connected therewith. Cover even continues during normal return transportation, without unreasonable stops, to the designated storage premises (determinative place).

The cover ceases to be in force at the point of time of the occurrence of any of the following, whichever occurs first:

- the exhibition goods have been placed in the intended storage premises,
- the exhibition goods have been received by the insured in another place,
- the insured has disposed of the exhibition goods in some other manner,
- 30 days have passed since the exhibition's close.

Where the insurance applies The insurance applies throughout the EU/EFTA. However, in respect of policyholders outside the EU/EFTA, the insurance only applies within the exhibition grounds.

Insurance amount and deductibles The insurance applies up to the insurance amount stated by Stockholmsmässan AB. The insurance amount may be raised subject to a supplementary premium.

The deductible is SEK 1,000 per damage/theft. However, in the event of a theft from a vehicle or trailer, the deductible is raised to 20 (twenty) per cent of the loss/damage value, though not less than SEK 5,000.

Liability insurance Liability insurance covers liability for damages in accordance with the current rules of law for personal injury and damage to property as well as financial loss that is a consequence of a personal injury or property damage that is indemnifiable under the terms and conditions. Damage or injury through a sold product is not covered. The insurance policy covers operations for exhibitors at Stockholmsmässan AB in connection with exhibitions on the premises of Stockholmsmässan AB.

Exhibitors have no right of recourse in relation to this insurance policy through any liability insurance policies they may have of their own. The sum insured is SEK 10,000,000 per occurrence of damage or injury and SEK 20,000,000 per insurance year. The deductible is 20 (twenty) percent of the base amount. For other matters, reference is made to insurance conditions A140.

You can also find general terms and conditions at:
www.stockholmsmassan.se