

APPLICATION CONTRACT



ROMEXPO S.A.
Bucharest – ROMANIA

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**EXPO FLOWERS
& GARDEN**

1/2

14th - 17th March 2019
11th edition

Deadline for registration:
23rd November 2018

Company	Mobile (of the contact person)
Multinational <input type="checkbox"/> YES <input type="checkbox"/> NO	Contact person (e-mail)
Address	Phone/Fax
ZIP Code	Company e-mail
City	Website
Country	General Manager
Contact person	Fiscal Code
	VAT number / Registration No.

VAT number: _____

If you are not based in the EU, do you pay VAT? YES NO

Please provide a certificate of incorporation. Failing this requirement, VAT will be added to the invoice.

Are you interested in accessing the online platform for extra orders? Yes No

Product areas according with enclosed thematic (please fill in annex F2): _____

Products/Services exhibited: _____

Registration fee: 50 euro

Minimum rented area: 6 sqm

Standard stand built by ROMEXPO Customized stand built by ROMEXPO Own stand Stand construction with a third party

Indoor area rent with:	Price	Surface
<input type="checkbox"/> 1 side open (row space) <input type="text"/>	55 euro/sqm	_____sqm
<input type="checkbox"/> 2 sides open (corner space) <input type="text"/>	60 euro/sqm	_____sqm
<input type="checkbox"/> 3 sides open (end space) <input type="text"/>	65 euro/sqm	_____sqm
<input type="checkbox"/> 4 sides open (island space) <input type="text"/>	70 euro/sqm	_____sqm

Outdoor area rent **15 euro/sqm** _____sqm

Renting Standard stand construction: Outdoor **40 euro/sqm**

Indoor **25 euro/sqm** Outdoor standard stand area _____sqm

PREFERENTIAL RATES

- **5% discount** - for the 3rd consecutive participation at this event or for participating in the same year at 2 events organized by ROMEXPO.
- **5% discount** - for renting an interior space of more than 50 sqm.
- **5% discount** - for renting an outdoor space of more than 100 sqm.

NOTICE:

The preferential rates are valid only for renting unequipped space and may be cumulated.

The fees do not include VAT

SPACE RENTED (to be filled in by ROMEXPO)

Pavilion/ Platform	Stand no.	Surface (sqm)	Sizes	Project Coordinator

For additional details regarding the stand fill in the annexes F1, S1, S6, S7

EXHIBITOR
General Manager

ROMEXPO SA
General Manager

Full name, signature and stamp

Full name, signature and stamp

Date

Date

Do you agree to receive by e-mail or sms informations about the services, the events and the trade fairs organized by Romexpo S.A.? Yes No

NOTICE: it will be taken into account only the Application contracts entirely filled in.

1. **Exhibitors, exhibits**
 - 1.1 Are admitted as exhibitors manufacturers, importers, exporters, representatives, vendors that provide services and products that comply with the topics of the attended event. Exhibits must be summarized and assigned in groups of products in the F2 form.
 - 1.2 Exhibitors are responsible for the accuracy of the information supplied in order to sell a creation (image, description, materials used, size, price), and shall comply with the applicable Romanian regulations on industrial and intellectual property protection of their exhibits.
 - 1.3 The exhibitor must obtain the permit provided by the law for the products/goods and services presented. The exhibitor has the obligation to provide the proof that he has the permit requested by Romanian law, at the date the Application Contract was signed, as well as when required by any control bodies. Selling products and services is allowed only according with the Romanian laws. The exhibitor is responsible for the truthfulness of the information supplied and the actions taken, as well as for compliance with the Romanian law. No illegal or special treatment items/goods are allowed.
 - 1.4 If the exhibitors are participants, producers/sellers/suppliers of restaurant services/food and/or live animals (regardless of the arrangement or how their goods are exhibited and sold), they must meet the following minimum requirements at the events held within ROMEXPO Exhibition Centre:
 - a) they must have supporting documents for: their right to supply restaurant services, the origin of the goods or animals on sale, as well as the certificates/licences necessary for carrying out the activity to be conducted at the respective event;
 - b) they must comply with the requirements regarding veterinary operating conditions and food safety at animal and non-animal origin food fairs held in the City of Bucharest;
 - c) they must only sell products that are compliant with quality certificates, observing the applicable regulations
 - 1.5 Participation in fairs and exhibitions organized by ROMEXPO is based on Special Conditions and General and Technical Conditions that are part of this contract and can be found at www.romexpo.ro/en/technical-guidelines/.
 - 1.6 The exhibits and/or any other materials necessary for the exhibitor during the exhibition will be sent exclusively on behalf of the main exhibitor inscribed at the event, clearly mentioning the location - Hall/Stand no. and all the details of the correspondence. Romexpo is not responsible for the receipt, taking over or guarding the exhibitor's items, not being the recipient. The exhibitor is solely responsible for the merchandise sent and/or received by correspondence during the event, on the spot (address Romexpo Exhibition Center), and undertakes to have a representative at the time of delivery and/or pickup of parcels/exhibits/materials, without being able to issue any claim to Romexpo.
2. **Registration and participation**
 - 2.1 The exhibitor shall fill in and submit the Application Contract until the 23rd of November 2018. After this date, applications will be received only if there is any available space left. Afterwards, ROMEXPO will send the location proposal, together with the proforma invoice. Depending on the technical possibilities, the assigned area and the exhibiting space configuration, the location proposal may suffer changes. The organizer reserves the right to refuse applications. The organizer will inform, in writing, until the 18th of January 2019 the final assigned space and corresponding proforma invoice.
 - 2.2 Space allocation will be made according to the pavilion's sectorization, requested area, fidelity and application date, and exhibitors must observe the space that is assigned to each of them.
 - 2.3 If ROMEXPO cannot provide the required space it will provide alternatives. Area allocated by mutual agreement may vary to the one requested, or participation may be refused by the organizer, if it deems such measure to be necessary and useful for the purposes of the event.
 - 2.4 Exhibitors shall observe the space assigned and contracted, without exceeding its limits.
 - 2.5 Registration fee includes: company registration in the official fair catalogue, 1 copy of the catalogue, online invitations for free access, general maintenance services, pedestrian passes, appearance in the list of exhibitors published on the website, introduction of the dates in our information system for visitors.
 - 2.6 Confirmation of exhibitor's rented space will be the payment of 30% of the invoice within the date stipulated and informing ROMEXPO of the payment. The remaining 70% of the invoice value will be paid until the date mentioned on the invoice.
 - 2.7 If the exhibitor fails to pay 30% from the invoice within the date stipulated, the rental space reservation is annulled.
 - 2.8 Confirmation of the stand project by the exhibitor will be made within 5 days after the written notice sent by the organizer.
 - 2.9 The exhibitor has the obligation to take the rented space and the equipment by signing a report, and to deliver them back at the end of the exhibition in the same good conditions. In case of any damages, these will be mentioned in the report, signed by both parties. The exhibitor undertakes the payment of their value, based on the invoice issued by ROMEXPO.
 - 2.10 For additional services, the Exhibitor fill in the order forms, posted on the exhibition's website, these forms being part of the Application Contract, and such additional services will be provided for a fee as far as possible.
 - 2.11 ROMEXPO will not grant access to exhibitors within the allocated area if they have not fully paid the issued invoices. Exhibitors undertake that their activity will not, in any way, affect or block the common spaces within the ROMEXPO Exhibition Centre.
- 2.12 In order to obtain entry visa to Romania, Romexpo SA
 - is not in any way involved in the visa formalities and issuing the letters to the National Immigration Office/National Visa Center;
 - no commitment to complete a letter of guarantee that results will ensure that the costs of removal, where company representatives do not leave Romania until the date on which ceases stay right established through visa;
 - if they will not receive a visa, return of money paid will be made only pursuant to the terms of the General Conditions of Participation and Technical, part of the Application Contract.
3. **Withdrawal from the fair**

If after concluding the contract and the payment the exhibitor cancels participation then:

 - 30% of the total paid amount will be retained if exhibitor cancels within 60-45 days before the fair's opening;
 - 50% of the total paid amount will be retained if exhibitor cancels within 44-30 days before the fair's opening;
 - 70% of the total paid amount will be retained if exhibitor cancels within 29-15 days before the fair's opening;
 - 100% of the total paid amount will be retained if exhibitor cancels within less than 15 days before the fair's opening.

If the exhibitor cancels the participation in the terms mentioned above, the amount already paid by the exhibitor will be retained under the title of, damages for pecuniary and moral damages according to the above terms.
4. **Terms and payment**
 - 4.1 For rented space with standard stand construction according to art.2.
 - 4.2 For customized stand construction: 30% within 10 days from the date of the project and price offer confirmation, and the remaining 70% within maximum 10 days before the beginning of the event.
 - 4.3 If the exhibitor does not pay the remaining 70% of the customized contracting stand, he will lose the 30% deposit paid and the stand construction will not be executed.
 - 4.4 Payment of the invoice stipulated in art. 4.1, 4.2 and 4.3 will be made by bank transfer before taking over the stand (in advance) in one of the following bank account:
 - BCR DR.FELIX BRANCH (EUR): RO29RNCB0067004778810003 SWIFT CODE RNCBROBU
 - ING BANK BUCHAREST (EUR) RO48INGB0001000190470718 SWIFT CODE INGBROBU

The exhibitor will be able to use the stand only after the integrally payment has been confirmed.
 - 4.5 The payment for the services ordered during of the construction/ dismantling period and during the event is made at the cash desk only with credit card or cash. The bank charges and commissions are on exhibitor's account.
5. **Program**
 - 5.1 Access program for exhibitors:
 - During the construction / development of the stands, 09.03-13.03.2019, exhibitor's personnel access will be permitted daily between 8:00 a.m. and 8:00 p.m. for fitting with a third party or with own personnel. For fitting by ROMEXPO, the access will be permitted during 12.03-13.03.2019 between 8:00 a.m. and 8:00 p.m. Removing the exhibits or stand dismantling may start on 17.03.2019, between 16.00-20.00, and from 18.03-19.03.2019 between 8:00 a.m. and 8:00 p.m
 - During the exhibition, the access for the exhibitor's personnel will be permitted daily between 8:00 a.m. and 6:30 p.m., and between 8:00 a.m. to 8:00 p.m. on the 17.03.2019.
 - The exhibitors have the obligation to strictly respect the exhibition timetable and not to leave the rented stand unattended until the end of the event.
 - If a stand is unclaimed until 6:00 p.m. on 13.03.2019, the last day for construction, it will be allocated to other companies and ROMEXPO will consider that the exhibitor has canceled the participation.
 - Each exhibitor will receive, in accordance with the area allocated, pedestrian access cards for the whole period of the event. The exhibitor will also benefit of free of charge pedestrian passes during the construction and dismantling period.
 - On all access cards it will be mentioned the name of the exhibiting company. Cards are not transferable. ROMEXPO reserves all rights to retain any card that is not used properly.
 - Exhibitor's cars have no access within the Exhibition Center during the fair and during construction and dismantling. The cars will be parked in the parking space provided to all exhibitors. During the construction and dismantling period only vehicles with merchandise for the exhibitors stand will have access to the pavilion or exhibition area. They will be evacuated from the area on the last day of the arrangement of the stands, no later than 8:00 p.m. These vehicles also have daily access to supply the stand during the exhibition from 6:00 p.m. to 6:30 p.m. to supply the stands. After this, they will have to leave the area.
 - 5.2 **Access program for visitors:**
 - Between 14.03.2019 and 16.03.2019 from 10:00 a.m. to 6:00 p.m.
 - In the last day, on the 17.03.2019, from 10:00 a.m. to 4:00 p.m.
 6. **Sublease**
 - 6.1 The exhibitor can conclude a sublease with another person or company, named co-exhibitor that will exhibit in the same space as the exhibitor, with its own exhibits and brands.
 - 6.2 The exhibitor has to inform the co-exhibitor about the general conditions and technical participation valid in Romexpo Exhibition Center, and the special conditions of participation.
 - 6.3 The exhibitor is responsible for fulfilling the obligations stipulated in the technical conditions for participation in Romexpo Exhibitions Center by the co-exhibitor. The failure of the co-exhibitor to fulfill the obligations stipulated in the technical conditions for participation in the Romexpo Exhibition Centre attracts the exhibitor obligation to pay damages to ROMEXPO for the caused damage.
 - 6.4 The exhibitor has the obligation to register co-exhibitors filling in the F3 form, in order to obtain ROMEXPO's approval and the co-exhibitors must express their agreement on general conditions of technical acceptance and participation in the Romexpo Exhibition Centre, as well as these special conditions of participation.
 - 6.5 Co-exhibitor has the same conditions as the main exhibitor. If co-exhibitor is not registered, the main exhibitor will pay a surcharge of 50 Euro + VAT/company compared to the rate in the form F3.
 - 6.6 In accordance with regulations admission, co-exhibitors may be introduced in the catalogue with their company information if the full rates related have been paid and required documents have been received by the specified deadline (see Form F3).
 - 6.7 For the participation of a co-exhibitor a registration charge of 50 EUR/co-exhibitor + VAT is to be paid. This charge includes the following:
 - The introduction of co-exhibitor in the event catalogue
 - Introducing in the visitors information system
 - A free copy of the official catalogue of the exhibition
 - 2 free pedestrian access cards
 7. **Advertising within the Exhibition Center**
 - 7.1 Exposure and distribution of leaflets and promotional materials is free within the surface rented by the exhibitor (own stand). This activity can be made outside the stand only by payment, by completing the S12 Form.
 - 7.2 Advertising is restricted to the promotion of exhibitor products, will not violate the legal provisions and will not have political or ideological character. Comparative advertising is not allowed. The organizer has the right to remove, without exhibitor's agreement, markings, advertising and other forms of advertising made inside or outside their own stand, if it considers that they are not in accordance with the Romanian legislation, the participation conditions or if it bothers other exhibitors.
 - 7.3 ROMEXPO reserves the right to prohibit the display or distribution of advertising materials that could arise to the offense of other exhibitors and will take measures that will seize all stocks of advertising materials during the event.
 - 7.4 Advertising in optical media, mobile, sound (up to 55 dB at the most) is allowed only if exhibitors do not bother neighbors and do not cover the sound of Pavilions (radio ads, etc.). In violations of these provisions, ROMEXPO reserves the right to interfere and stop the advertising transmission, and the exhibitor undertakes to indemnify ROMEXPO for any damage caused as a result of its failure to comply with the legal provisions on limit values of noise indicators and environmental protection.
 - 7.5 Exhibitors will have to comply with the Provisions of Copyright, in accordance with Law 8/1996 on copyright and related rights
 - 7.6 The organization of the events inside the booth are allowed with the prior agreement of Romexpo, only if it does not disturb the neighboring exhibitors, does not cover the sound from the pavilions (radio announcements etc.) and also only if it respects the maximum admissible limits (max.55 dB). Otherwise, ROMEXPO reserves the right to intervene and to stop the event organization, including disconnection of the power supply.
 8. **Security, Liability**
 - 8.1 ROMEXPO provides general daily security outside the pavilion and its outdoor area without being held responsible for the safety of products on display. Property and personal insurance is recommended. This can be done by specialized companies at the necessary fees.
 - 8.2 In case of any theft, the exhibitor must reclaim the incident at The Police Office.
 - 8.3 Exhibitor is responsible for the security of goods during the daily schedule, in accordance with art. 5.1.
 - 8.4 Exhibitors will comply with fire prevention laws, laws that help prevent work accidents and those referring to possible damages caused on the territory of Romexpo Exhibition Center by visitors or exhibitors, according to the Romanian Civil Code and General and Technical Conditions.
 - 8.5 Smoking within indoor areas is strictly prohibited. Smoking is permitted only in specially designated outdoor areas.
 9. **Insurance / Liability**
 - 9.1 ROMEXPO has no obligation to exercise proper care of Exhibitor's products, objects (machinery, etc.) and personnel. Exhibitor/Co-exhibitor is fully responsible for its exhibits, materials and equipment, during the mounting, dismantling and also the exhibition period.
 - 9.2 The exhibitor/Co-exhibitor will be the only responsible for the integrity of the goods transported throughout the handling and transport; any deficiencies/damage will be repaired at their expense.

It is excluded any liability for damage produced by organizer to the exhibitor or co-exhibitor, during the mounting, dismantling and also the exhibition period. It is not excluded ROMEXPO's liability for damages caused intentionally or due to gross negligence.

- 9.3 The exhibitor is fully responsible for any direct and/or indirect damages caused by its negligence, exhibitor's staff, servants, or third parties acting for or on behalf of the exhibitor.
- 9.4 ROMEXPO recommend property insurance or personal insurance. This can be done by specialized companies, paying the necessary fees.
- 9.5 ROMEXPO is exempt from liability for any potential interruptions in power, heat or water supply for reasons attributable to the respective utility service providers (ELECTRICA, ENEL, APANOVA, RADET, etc.)

10. **Intern authority**
 - 10.1 ROMEXPO has full authority on the exhibitions held in the Exhibition Center, from the beginning of construction period until the end of dismantling period. ROMEXPO reserves the right to issue instructions. ROMEXPO reserves the right to make audio/video records within the exhibition area, in order to be used for promotion purposes and, to deny participation or to even evacuate any space if it deems this to be necessary and useful for the purposes of the activity conducted.

11. **Force Majeure**
 - 11.1 Force majeure, agreed as being that event that is unpredictable and unavoidable, occurred after the conclusion of the contract and that prevents the party or parties to fulfill the obligations assumed by contract, is exempting from liability the party that invokes it, from a claim under the law conditions. The case of force majeure shall be communicated by the interested party within 2 (two) days of its appearance and will be confirmed by official documents authenticated by the Chamber of Commerce and Industry of Romania.
 - 11.2 Documentary evidence proving the existence of force majeure will be presented to the other party within 5 (five) days from the date they are issued by the Chamber of Commerce and Industry of Romania.
 - 11.3 Termination of a force majeure event, confirmed by the Chamber of Commerce and Industry of Romania, will be immediately communicated to the interested party.
 - 11.4 Parties undertake to make all possible efforts to limit the temporal effects of force majeure. A trade fair can be canceled or the date of opening/ closing can be postponed in case of force majeure. The organizer will inform exhibitors in five days from the appearance date of force majeure.

12. **Termination of Contract**

This contract terminates in any of the following cases, with no other formalities:

 - a) on expiry of the contract, unless the parties decide in writing to extend it;
 - b) at the request of either party, unable to perform his duties;
 - c) by mutual writing agreement;
 - d) in the case of force majeure, longer than one day, which prevent achieving the object of the contract, unless the parties agree otherwise;
 - e) if either party fail to fulfill its obligations and more than 2 (two) days;
 - f) mutual agreement, at the request of a party, by noticing the other for 5 (five) days.

ROMEXPO reserves the right to terminate the Application Contract in the event in which it finds that the licences, permits, information and/or insurance policies supplied by the Exhibitor are inaccurate, incomplete and/or in the event in which the agreed circumstances have changed. The termination of the Application Contract does not extinguish any payment obligations due and payable.

13. **Addendum to the contract**

Modification of this contract is signed only by written addendum between contracting parties.

14. **Litigation**
 - 14.1 Any dispute arising from or in connection to the contract herein, including the ones related to its conclusion, execution or termination, shall be settled by the International Court of Commercial Arbitration attached to the Romanian Chamber of Commerce and Industry, according to the current Rules of Arbitral Procedure of the International Court of Commercial Arbitration, published in the Official Journal of Romania, Part 1..

15. **Miscellaneous**
 - 15.1 These Special Conditions are to be completed with the Technical and General Conditions of Fairs and Exhibitions Center, according to the Directive 2008/8/EC with its modifications applied starting with 01.07.2011, and the Directive 2006/112EC from the 28.11.2006, regarding the common systems of value added tax.
 - 15.2 This Application Contract, together with the General, Technical and Participation Terms of ROMEXPO S.A., as a part of this document, represent the will of the Parties and replaces any verbal or written understanding between the Parties made before or after signing the document. Both parties declare and warrant that they have full authority to sign this Contract and to perform the obligations hereunder. If any of the clauses above is rendered null or void, for whatever reason, this will not affect the validity of the other clauses. At this Application Contract will be added the F1-F6 Annexes and S1-S17 Forms that are part of the present contract.