

TERMS AND CONDITIONS
For Exhibiting at the
2nd EACTS / ESTS Joint Meeting

Definitions

In these Terms and Conditions:

The word 'EXHIBITOR' means the person, company, firm or other organisation to whom space at the Exhibition has been allocated by the Organisers and, in relation to any term or condition, shall include employees, contractors, sub-contractors, servants, agents, licensees or invitee of the Exhibitor. The word 'EXHIBITION' means 'EXHIBITION of the 2nd Joint Meeting of EACTS and ESTS'. The word 'ORGANISERS' means 'EACTS TRADING COMPANY LTD'

Allocation of Booth Space

Application for booth space must be made on the Booth Application Form provided by the Organisers. Applications will be dealt with in strict order of receipt SAVE THAT in the event of a conflict regarding space or other imperative conditions (including without limit a need for the utilities' services), the Organisers shall have the right to allocate space to the Exhibitor, re-arrange the floor plan, and/or relocate any booth at any time before or during the period of the Exhibition. The Organisers shall reserve the right to refuse any application. The Booth Application Form must list all firms being represented by the Exhibitor. The Organisers undertake to give the fullest sympathetic consideration to the interests of the Exhibitor PROVIDED THAT any question arises which is not provided for within the terms of these Terms and Conditions. The Organisers' decision must be accepted as final.

Upon the issue by the Organisers of their Confirmation of Booth Application (which allocates the booth space to the Exhibitor) a contract shall be made for the booth space so allocated between the Organisers and the Exhibitor whose entire terms shall be contained in these Terms and Conditions, the Booth Application Form, the Confirmation of Booth Application and the Exhibitor's Manual as issued by the Organisers (which Manual the Organisers may amend from time to time).

Charges For Booth Space

The charge for booth space is calculated on the basis of a minimum of 9 square metres. The price per square metre (net of tax) is shown on the Booth Application Form and in the Exhibition Prospectus. Additional requirements may be obtained on request to the Organisers and will incur additional charges. It is essential that the Organisers be advised of these requirements as early as possible and not later than **16 May 2003**.

Payment For Booth Space

The Exhibitor shall pay a deposit of 50% towards the total cost of the booth(s) allocated within 14 days of the date of the invoice issued by the Organisers. If the deposit is not paid by this date the Organisers may re-allocate the booth space to another person without any liability to the Exhibitor. The balance must be paid within 14 days of the final invoice being issued. If the balance is not paid by this date, the booth may be re-allocated to another person and, unless the Exhibitor has given a notice of cancellation, the Exhibitor shall not be entitled to any refund of its deposit and shall remain liable for the balance.

Payments must be made by bank transfer in Euro. All the Organisers' charges are exclusive of any applicable Value Added Tax, for which the Exhibitor shall be additionally liable.

The Organisers shall have the right to refuse to permit the Exhibitor to occupy or use the booth until all sums due to the Organisers from the Exhibitor have been paid.

Cancellation or reduction of space

Notice of cancellation of allocated booth space must be given to the EACTS Secretariat in writing at the address on the Booth Application Form. A cancellation charge of 20% of the total charge for the booth will be made and a refund of any charges already paid in excess of this amount will be made to the Exhibitor.

Cancellations received after **15 August 2003** will be liable to a charge of 50% of the total charge for the booth. The Organisers will endeavour to re-let the booth space not required by the Exhibitor, but if they shall be unable to do so, the Exhibitor shall remain liable to pay the full charge for the booth space allocated.

The Exhibitor will be liable to pay the full charge for the booth space if notice of cancellation is received after **5 September 2003**.

Alteration to Booth Space

The Organisers shall be entitled to alter the layout if, in their opinion, this is in the general interest of the Exhibition.

Bankruptcy or Liquidation

In the event of the Exhibitor becoming bankrupt or (being a company) entering into liquidation other than for the purpose of reconstruction or amalgamation, or having a receiver, administrator, sequestrator or trustee appointed over any of its assets, or entering into any composition or compromise with its creditors, the Organisers shall be at liberty to terminate forthwith the contract with such an Exhibitor and to cancel the allotment of booth space to the Exhibitor, and all sums paid by the Exhibitor under the contract shall be forfeited.

Installation of Exhibits

The Exhibitor will be notified of the hours of installation of exhibits, removal of exhibits and the official opening hours of the Exhibition in the Exhibitor's Manual. All booths must be complete and ready for inspection one hour prior to the official opening time. All Booths must be open for viewing and staffed during the official opening hours. Removal of exhibits and dismantling of booths may not commence until the official closing time of the Exhibition. The Exhibitor shall remove by the time stated in the Exhibitor's Manual all exhibits, displays, booth fittings, materials and other things brought to the Exhibition Hall by the Exhibitor.

Conduct of Exhibitors

Upon being required to do so by the Organisers, the Exhibitor shall cease to employ at the Exhibition any servant or agent of the Exhibitor who shall be guilty of any conduct, which in the opinion of the Organisers, is prejudicial to the proper management of the Exhibition.

Booth Construction and Arrangement

The Exhibitor shall submit plans of his booth(s) to the Organisers no later than **25 July 2003** for approval by the Austria Center. No display, booth fitting, or exhibit shall exceed the height specified in the Exhibitor's Manual, without prior consent of the Organisers. The contractors appointed by the Austria Center are the only persons authorised to carry out movement of, and fixtures to, the shell scheme, hired from the Organisers.

The contractors appointed by the Austria Center are the only persons authorised to carry out any electrical installations and connections. Electrical, mechanical apparatus, video or musical/voice sound must be inaudible to neighbouring booths. Objectionable audible or visual attention-getting devices or effects and offensive odours from exhibits are prohibited. Sample-giving shall not interfere with other exhibitors' space. No Exhibitor may conduct surveys in the exhibit hall. No Exhibitor will be permitted to install his display or exhibits in such a manner as, in the opinion of the Organisers, obstructs the light or impedes the view along the open spaces or gangways.

The Organisers and the Austria Center reserve the right to examine and exclude any exhibit. No Exhibitor will be permitted to install display materials or exhibits which contravene safety or security regulations as laid down by the Austria Center. Gangways must be kept clear and free for passage and must not be littered or obstructed.

No exhibit shall exceed a floor loading of 500 kg per square metre without the prior written consent of the Organisers. No Exhibitor shall place signs or promotional material in any area not designated for such purpose by the Organisers. Any such materials placed in non designated areas shall be removed by the Organisers.

All structures and materials, including signs, shall conform to the requirements of the Organisers as laid down by the regulations of the Austria Center. Timber used must be kiln-dried so as to avoid damage through condensation. No storage for packing cases or packing materials is provided within the Exhibition Hall. All such cases and materials must be removed from the premises before the Exhibition opens and not brought back before the official closing time.

Floorcovering

It is a requirement of the Austria Center that all floor surfaces in the areas of rented stands be fully covered with non-adhesive carpeting. The Austria Center are able to provide quotations for the supply of carpeting to individual booths, should this be required by the exhibitor.

Trade Union Labour

It is recommended that all Exhibitors, contractors and sub-contractors within the halls conduct their industrial relations in accordance with good practice and observe Codes of Practice issued from time to time by the relevant authorities. Any person carrying out work contrary to the requirements of the Austria Center and the local regulatory authorities, and of any other competent authority, will be required to stop immediately and may be directed to leave the Exhibition Hall.

Freight and Transport

Freight forwarding transportation and handling will be available through the official agent. Exhibits must be addressed to the appropriate booth of the exhibiting company at the Exhibition Hall. Exhibits must not be delivered to the Austria Center before the time and date specified in the Exhibitor's Manual. Full details of the requirements for customs clearance and bonding formalities are available from the official agent.

Electrical Requirements

The Organisers have no responsibility for providing electrical, lighting or power services or for any failure to provide these. Orders for these services must be placed by the Exhibitor with the Austria Center which is responsible for their delivery and installation. A schedule of these services, together with relevant charges, will be included in the Exhibitor's Manual. An Exhibitor may provide his own electrical fittings, where such fittings are in the form of made-up units, (including showcases and signs), complete and ready for connection to mains supply. All electrical installations must comply with the relevant regulations and are subject to inspection and test.

Booth Cleaning

Booth cleaning is not included in the charge for booth space, but the Exhibitor is responsible to the Organisers for seeing that his booth is maintained in a clean and orderly state.

Dangerous Exhibits and Substances

No exhibit, working demonstration, or special display, such as lasers, which involve substances of a dangerous, explosive or objectionable nature may be brought onto the premises without prior written consent. The Exhibitor, if granted permission, must indemnify the Organisers against any claims, costs or liabilities arising from the use of such materials and must comply with all local laws, ordinances and regulations concerning the handling and disposal of such materials and bear all costs incurred in the removal and disposal of such materials. Written consent will not be granted unless the Organisers are provided with copies of an insurance policy which provides adequate cover for any claims which may be made by the Organisers under the indemnity in this clause. Oily or dirty exhibits are not permitted unless specifically cleared with the Organisers prior to the Exhibition opening.

Fire Precautions

The Exhibitor must comply with any instructions given by the Austria Center and the Organisers to avoid the risk of fire. All materials in constructional work and displays must be effectively fire-proofed to comply with Austrian ratings. Austrian law regarding fire safety is the only one applicable.

Damage to Exhibition Buildings, Fixtures and Fittings and Shell Scheme

No painting is to be carried out in the Exhibition Halls. The fixing of display material(s) to the shell scheme will be permitted only by methods laid down by the Organisers. No nails, screws, or other fixtures may be driven into any part of the Exhibition building, including floors; nor may any part of the Exhibition Building be damaged or disfigured in any way. Should any damage occur, the Exhibitor shall be liable for reparation charges incurred.

Security

The Organisers will provide a site security service during the period the Exhibitor is permitted access to the Exhibition site but shall be under no liability for theft of or loss or damage to any property, equipment or materials brought onto the Exhibition site. For the purposes of security, Exhibitor lapel badges will be supplied. Badges must be worn at all times by exhibiting personnel whilst within the Austria Center.

Sub-Letting

Sub-letting or licensing the use of booth space is not permitted, neither may the products or services of firms not exhibiting in their own rights be promoted or displayed as exhibits, except where the Exhibitor is the SOLE selling agent for such products or firms, or express written permission has been obtained from the Organisers.

Public Liability

The Organisers shall not be liable for any claims arising from death or bodily injury or damage to property arising in connection with the erection and dismantling of the Exhibitor's booth and anything permitted, omitted or done thereon or therefrom during the period of the Exhibition or the construction and dismantling periods caused directly or indirectly by the Exhibitor or any contractor, sub-contractor, servant, agent, licensee or invitee of his or the act, omission or neglect of any such person or by any exhibit, machinery, or other article of the Exhibitor or in the possession of or use of the Exhibitor or any servant or agent of his. The Exhibitor will indemnify the Organisers in respect of each and every such claim and all actions, proceedings, costs, claims and demands in respect thereof. The Exhibitor shall effect adequate insurance in respect of all such claims, and the liability therefore assumed by the Exhibitor. Nothing in these Terms and Conditions shall exclude the Organisers' liability for death or personal injury caused by the negligence of the Organisers, its employees, sub-contractors or agents.

Insurance of Exhibits

The Organisers do not accept responsibility for any theft, loss or damage from any cause whatever, in respect of any property brought to the Exhibition premises by the Exhibitor. The Exhibitor releases from and indemnifies the Organisers against any liabilities in respect of any loss or damage to the exhibits or any other property brought to the Austria Center and the Exhibitor shall effect insurance on a full 'All Risks' basis for a sum insured equivalent to the full value of all exhibits and other property brought to the Exhibition.

Postponement or Abandonment

If the Exhibition is postponed, cancelled or abandoned by reason of war, fire, storm, explosion, national emergency, labour dispute, strike, lock-out, civil disturbance, actual or threatened violence by any terrorist group, the non-availability, either wholly or partially, of the Exhibition premises, or any other cause not within the control of the Organisers, the Organisers shall be under no liability to the Exhibitor for non-performance or delay in performance of its obligations under this contract or otherwise in respect of any actions, claims, losses (including consequential losses) costs or expenses whatsoever which may be brought against or suffered or incurred by the Exhibitor, as the result of the happening of any such events. If, by re-arrangement or postponement of the period of the Exhibition, or by substitution of other premises, or in any other reasonable manner, the Exhibition can be carried through, (save that in those circumstances the Organisers shall not be obliged to take any of such actions) the contracts for space shall be binding upon all parties, except as to the size and position, as to which any modification, substitution or rearrangements considered necessary by the Organisers shall be determined.

Failure to Vacate

If the Exhibitor, should fail to remove all his property or otherwise fail to vacate the Exhibition premises by the official move-out time, due to any cause whatsoever, the Exhibitor shall be fully responsible for any penalties imposed by the Austria Center or any other losses and costs incurred by the Organisers as a result of the Exhibitor failing to vacate the premises by the agreed time and without prejudice to any other right or remedy of the Organisers. The Organisers will remove and may then store any property of the Exhibitor left at the Exhibition Hall by the Exhibitor after the said time and the Exhibitor shall be liable for the costs of such removal and storage and any other incidental costs incurred by the Organisers or their agents. Any such removal and storage will be at the risk of the Exhibitor.

Insurance

The Exhibitor shall provide proof of adequate cover to meet the insurance requirements of the clauses concerning Public Liability, Insurance of Exhibits, Postponement or Abandonment, and Failure to Vacate.

Exhibitor's Manual/Order Forms

The Exhibitor's Manual will be available online after the issue of the Organisers' Confirmation of Booth Application. The Exhibitors' Manual will include (without limitation) any amended or additional rules and regulations, badge order forms, audio-visual, electrical, telephone and furniture order forms. Please review all information carefully and be aware of all required cut-off dates.

The Exhibitor must comply with the terms of the Exhibitor's Manual. If there is any inconsistency between these Terms and Conditions and the provisions of the Exhibitor's Manual, the provisions of the Exhibitor's Manual shall prevail.

Governing Law

This contract shall be governed by and construed in accordance with English Law.