

## **GENERAL TERMS AND CONDITIONS OF PARTICIPATION IN BARCELONA SPECS 2022**

The present terms and conditions shall apply to all those exhibitors who book a booth to the Barcelona Specs trade fair 2022. Within the context of its booking form, the Exhibitor confirms having read through these Terms and Conditions.

### **1. SHOW ORGANISATION TERMS**

The Organiser determines and may modify the organisational arrangements of the Show. In particular, the Organiser determines the Site where the Show will be held, its opening and closing dates, its duration, the opening and closing hours of the Site where the Show will take place, the layouts of the Show, the schedule of events and the registration closing date.

The Organiser bears costs and incurs expenses prior to the holding of the Show (management of registrations, advertising, and promotion of the Show, etc.).

In the event of cancellation of the Show other than in the cases referred to in articles 5 and 6 below, the Organiser will immediately notify the Exhibitors by any written means and the sums received by the Organiser will be refunded to the Exhibitor.

In the event the Show is postponed to a later date and/or relocated to a different Site, other than in the cases referred to in articles 6 and 7 below, these changes shall be notified to the Exhibitor by any written means. Unless the Exhibitor cancels its booking to participate by means of registered post with confirmation of delivery, sent to the Organiser within 8 days of the said notification, the new dates and/or new Site hosting the Show are deemed to be accepted by the Exhibitor. The Organiser will retain the amount of the deposit and/or participation fees already paid by the Exhibitor for participation in the postponed Show and the Exhibitor remains liable to pay the full amount due in respect of his participation in the postponed Show in accordance with the payment terms as amended *mutatis mutandis*.

In the event of a modification of these Terms and Conditions which would not have immediate effect as set out in the first section of article 1, the Exhibitor will be notified of this change by any written means. Unless the Exhibitor cancels its booking to participate by means of registered post with confirmation of delivery, sent to the Organiser within 8 days of the said notification, the Exhibitor will be considered as having accepted the amended version of the Terms and Conditions.

It is expressly specified that the Organiser reserves the right to reject any booking as it sees fit and cannot be held liable for any damages.

The Organiser reserves the right not to consider bookings submitted after the deadline for registration defined by the Organiser. After this date has passed, the Organiser no longer guarantees the availability of the proposed stands.

### **2. ALLOCATION OF STANDS**

The Organiser will draw up a Show floor plan and allocate stand areas as bookings are received, taking into account the Show's different sections. The Organiser will do its best to take into account the wishes expressed by the Exhibitors and the nature of the products exhibited.

The Organiser alone can determine the general layout of the Show, as well as the arrangement of the stands at the Site.

Participation in previous events does not give the Exhibitor any special rights to stand locations.

Any complaints made by an Exhibitor about the allocation of stand areas should be addressed in writing to the Organiser within seven (7) days of receiving of the Show's floor plan. The Organiser will review such complaints if they are supported by detailed documentation that clearly sets out the serious nature of, and/or the reasons for, the complaint.

If the Exhibitor has not contacted the Organiser within seven (7) days of sending the features of the Exhibitor's location, the Exhibitor shall be deemed to have accepted the stand allocated to it.

### **3. INVOICING TERMS**

All prices stated on the Organiser's documentation and on the Show's website are expressed in DKK or euros exclusive of taxes. In accordance with the legislative and regulatory requirements that apply to these services, the value added tax at the current applicable rate will be added.

### **4. PAYMENT TERMS**

Payment of contractually due amounts shall be made as they fall due and in the following manner:

- the first payment (deposit 50 % of the total booth price): shall be paid with the application form sent by post. The organizer will send an invoice to the exhibitor,
- the second payment (rest of the 50 % of the total booth price plus equipment to the booth, advertising etc.): shall be paid at a date the Organiser and stated in the application form. The organizer will send an invoice to the exhibitor;
- the balance shall be paid no later than eight (8) days after the date of issue of the balancing invoice, by bank transfer. No discounts are available for early payment or payments on account.

Registrations occurring less than thirty (30) days before the opening of the Show must be paid in full by the Exhibitor no more than eight (8) days after the date on which the corresponding invoice was sent to the Exhibitor.

That time frame will be reduced to two (2) days if the Exhibitor registers fewer than eight (8) days before the Show opens, and in all instances, payment must be received by the Organiser at least two (2) days before the Show opens.

All requests for an equipped stand submitted after registration shall be payable in full at the time of request.

All payments must be done before the exhibitor can enter the venue and build up their booth.

## **5. PERMITTED PRODUCTS, BRANDS AND SERVICES**

The Exhibitor is prohibited from exhibiting at its stand any products, brands and services other than those listed on its booking form or addressed in writing to the Organiser seven (7) days before the show begin.

Moreover, the Exhibitor hereby declares and warrants that it holds all intellectual property rights relating to the products and/or services exhibited, or that it has been authorized by the rights' holder to exhibit the products, brands or services at its stand.

The Exhibitor hereby warrants that the products and/or services it is exhibiting comply with all current applicable safety standards and accepts full liability for any defects in the aforementioned products and services; as such the Organiser cannot be held liable in this respect.

If The Exhibitor exhibits products, brands and services, which are not listed on its booking form or addressed in writing to the Organiser seven (7) days before the show begin, the Organiser are entitled to send an invoice of the full amount of the booth size for each products, brands and services, that are exhibited and not listed on its booking form or addressed in writing to the Organiser seven (7) days before the show begin.

The organiser is also entitled to expel the Exhibitor immediately without any compensation.

## **6. CANCELLATION OR POSTPONEMENT OF THE SHOW DUE TO A FORCE MAJEURE EVENT**

In the event of force majeure, preventing the holding of the Show under the initial terms, the Organiser will have the authority to cancel, modify the date, the duration of the Show and/or the Site, decide its extension or its early closure or adapt the Show to the circumstances without the Exhibitors being entitled to claim any compensation whatsoever.

For the purposes of these Terms and Conditions, will be considered as force majeure ("Force Majeure") the following events:

- Any event qualifying as force majeure within the meaning of Danish law, and
- Any event or situation, whether or not it meets the conditions of force majeure within the meaning of Danish law, which makes it impossible to operate the Site and/or to hold the Show or involves risks of disturbance or disorders likely to seriously affect the organisation and the smooth running of the Show or the safety of goods and persons (provided that it is not due to a fault or negligence on the part of the Organiser) such as :
  - fire, explosion, flood, storm, lightning, natural disaster;
  - riots, strikes, wars, acts of terrorism or actual threat of terrorism;
  - actual risk to the safety of persons and property;
  - epidemics and/or health emergencies, and/or health crises or actual health risks;
  - deterioration of technical equipment making it impossible to operate the Site or compromising the smooth running of the Show;
  - supply problems regarding consumable materials;
  - administrative decision to close the Site and/or to prohibit the holding of the Show, requisition, or decision of a third-party binding on the Organiser.

In the event of Force Majeure, the Organiser will immediately notify the Exhibitors.

In the event of a cancellation of the Show due to a Force Majeure event, the amounts received by the Organiser will be refunded to the Exhibitors, after deduction of a proportion of the costs and expenses incurred by the Organiser for the holding of the Show (in particular, those relating to administrative costs, organisation, promotion and the conduct of the Show).

The amount refunded to each Exhibitor is calculated in proportion to the price paid by each Exhibitor for its participation in the Show.

In the event of postponement of the Show to a later date and/or to a different Site, in the event of a change in the duration and/or opening and closing procedures of the Show or in the event of adaptation of the Show due to Force Majeure, the amount of the deposit or participation fee paid by the Exhibitor will be retained by the Organiser for its participation in the postponed Show, and the Exhibitor remains liable to pay the full amount due for its participation in the postponed Show in accordance with the terms of payment as amended mutatis mutandis. The Exhibitor is not entitled to claim, under any circumstances, reimbursement of any amount paid or any compensation whatsoever.

## **7. UNFORESEEABILITY**

In the event of a change of circumstances unforeseeable at the time of the conclusion of the contract, making its performance excessively onerous for Barcelona Specs, the Organiser reserves its right to cancel the Show or to modify, prior to the Show, the date, the Site, the duration of the Show, as well as the opening and closing hours of the Site which will host the Show.

These modifications shall not substantially alter the format of the Show and shall be notified to the Exhibitor with reasonable notice.

In the event of cancellation of the Show under the conditions of this article, the amounts received by the Organiser will be refunded to the Exhibitors, without the Exhibitors being entitled to claim any compensation whatsoever.

In the event of a modification of the Show or the conditions of organisation as provided for in this article, the amount of the deposit or the participation fees paid by the Exhibitor will be retained by the Organiser for the participation of the Exhibitor in the Show as modified and the Exhibitor remains liable to pay the full amount due for its participation in the Show in accordance with the terms of payment as amended mutatis mutandis. Exhibitors are neither allowed to demand a partial or total refund of the amount of the participation fee nor to claim any compensation whatsoever.

## **8. CANCELLATION**

If the Exhibitor wants to cancel its participation in the show, the following terms will apply except if the cancellation is due to the modification of terms and conditions which would not have immediate effect as set out in the first section of article 1.

- Cancellation of the booth up to 3 months before the opening day of the show, 25 % of the booth price will be charged.
- Cancellation of the booth 45 days before the opening of the show, 50 % of the booth price will be charged.
- Cancellation of the booth 15 days before the opening of the show, 100 % of the booth price will be charged.