

organizer:



Europe House  
47-53 Lascar Catargiu Blvd  
010665 București, Sector 1 – Romania  
Foundations & Association Reg: 69/10.06.2009  
CUI: RO 25691572  
IBAN: RO25BACX 0000 0004 0871 8000  
Unicredit Bank

**Exhibition of equipment, products,  
technologies and solutions for facility  
management and support services.  
International Conference, training  
courses and Experience Area**



**9-11 November 2017,  
ROMEXPO Exhibition Centre**

## APPLICATION CONTRACT

No...../...../...../2017

Deadline: 30 September 2017

**Exhibitor Coordinates:**

Company name	
Initial index for exhibitors	
Address Street; city; country; Post code	
Phone	
E-mail	
Website	
Tax Code	
Trade Register No	
Bank account (IBAN)	
Bank	

**Correspondence address**

(to be filled in if it differs from the address above)

Address Street; city; country; Postal code	
--------------------------------------------------	--

**Rates**

- a) **Entry fee: 100 Euro**  
(also paid for each sub-exhibiting company)
- b) **Raw space price (Euro/sqm):**

Surface type	Fees (Euro/sqm)	ROFMA members fees (Euro/sqm)	Requested area* (sqm)
1 free side	100	80	
2 free sides	105	85	
3 free sides**)	110	90	
4 free sides***)	115	95	
Outer space	20	15	

\* The minimum leasable area is 6 square meters

\*\* The minimum leasable area is 18 square meters

\*\*\* The minimum leasable area is 36 square meters

- c) **Standard building rental:**  
**15 Euro/sqm** (according to the attached models)

**Contact person:**

Surname/First Name	
Mobile Phone	
E-mail	

**Type of activity. The company is:**

(Tick the matching categories)

Manufacturer	
Importer	
Distributor	
Retailer	
Service provider	
Other – please specify	

**Rates do NOT include VAT (19%).**

**We agree to the conditions of participation on the back page and the general conditions of ROMEXPO S.A., available on [www.rofmex.ro](http://www.rofmex.ro), which are an integral part of this contract.**

EXHIBITOR	
General manager	
Signature	
Date	

ORGANIZER	
Allotted stand number	
Allotted assigned area	
Managing Director	Cristian Vasiliu
Signature	
Project Manager	Alina-Gabriela Tar
Signature	
Date	

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## PARTICIPATION CONDITIONS

No.....|...../...../...../2017

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### 1. Exhibitors and exhibited products

- 1.1. As exhibitors, are admitted the legal entities that exhibit and present products, technologies and services that fit the themes of the event they participate in.
- 1.2. Exhibitors commit themselves to comply with intellectual property legislation (copyright and intellectual property) for the products and services presented in the event.
- 1.3. The exhibitor has the obligation to hold the authorizations stipulated by the law for the products and services exposed at the date of signing the contract.
- 1.4. The exhibitors can sell products and services at the event, in compliance with the legislation in force in Romania. Compliance with the legislation is the responsibility of the exhibitor.

### 2. Registration - participation in the event

- 2.1. The exhibitor fills in, signs and stamps two copies of the contract, which is sent to the organizer no later than September 30, 2017 (after this date, registrations are only allowed within the available space).
- 2.2. The distribution of the requested space will be made, as far as possible, according to the segmentation by product groups, the configuration of the stand requested, the date of the contract and the exhibition space available. Depending on the technical possibilities of the exhibition space, the allocated area may differ from the one requested, and the organizer will offer alternative options.
- 2.3. The organizer will communicate the allocated space to the exhibitor and will issue and forward the corresponding "pro forma" invoice. The exhibitor will confirm in writing the acceptance for the allocated exhibiting space and will pay the corresponding "pro forma" invoice amount within the time limit set by the exhibitor. If the exhibitor does not pay the pro forma invoice within the time limit, the reservation of the exhibition space shall be canceled outright and without any delay.
- 2.4. If the organizer cannot provide the requested space, he will propose alternative options. The allocated floor may differ from the one requested or participation may be refused by the organizer.
- 2.5. The event registration fee includes: registration of the exhibitor in the official catalog of the event, a copy of the official catalog of the event, pedestrian access, presence on the event website, etc.
- 2.6. Contracts signed and stamped in the original, regardless of the form in which they are transmitted (including scanned and transmitted by e-mail), shall be taken into consideration, and the Contracting Parties shall, pending the completion of the event, take all due diligence to obtain the documentation in original.
- 2.7. Exhibitors' access to the contracted space is only allowed if they have paid their full payment obligations to the organizer. The organizer may refuse the participation of exhibitors who have not fully paid their payment obligations within the deadlines specified in the invoices.

### 3. The exhibition space. Exhibition stand and additional orders

- 3.1. Confirmation by the exhibitor of the stand design (standard or customized) to be built by the organizer shall be done no later than 5 working days after the submission of the project.
- 3.2. For stands that are not built by the organizer, the exhibitor undertakes to render to the organizer, by July 15, 2017, for approval, the design projects with the obligation to observe the General, Technical and Participatory Conditions of the fairs and exhibitions organized within the Romexpo Exhibition Center. The exhibitor has the obligation to pay additionally, in full and in due time, the invoices issued by the organizer for:

- approval, issuance of permits for construction of own facilities and access to utilities during the planning / decommissioning period;
  - approval, issuance of building permits for construction with third parties and utilities during the planning / decommissioning period.
- 3.3. The exhibitor can send orders for additional amenities and services by filling in the forms available on the event's website, forms that are an integral part of this contract.
  - 3.4. The additional orders placed by exhibitors during 8-11.11.2017, confirmed as possible by the organizer, will be honored within maximum 4 hours from placing the order, under the conditions stipulated in art. 5.4. Orders placed after 16.00 will be honored the next day, starting with 08.00 hours.
  - 3.5. The exhibitor has the obligation to take over the space and the leased goods and to hand them over in good conditions (the delivery-receipt report constituting a declaration of receipt of the goods according to their destination and in good condition) upon the expiry of the rental period. If the organizer finds deterioration and / or glitches, these will be mentioned in the minutes signed by both parties. The exhibitor undertakes to pay their counter value.
  - 3.6. The exhibitor may use only assigned exhibiting spaces to exhibit and promote its own products and services.
  - 3.7. The allocated space is made available to the exhibitor the day before the opening of the event. Decommissioning of allocated space will be done on the last day of the event, between 16.00 and 20.00 hours. The exhibitor will discharge the space within the above deadline. Failure to discharge the space in due time entitles the organizer to free the space at the expense of the exhibitor and to deposit the remaining goods at a rent of 1 EURO / sqm / day + VAT; The organizer is not responsible for the integrity, security and security of the property, for any damage that may occur when the space is released and the goods are stored. The release of the stored goods shall be made only after the exhibitor has paid the amounts due, including those for handling and storage.
  - 3.8. The parties agree that if the exhibitor caused other damage or altered the allocated space, the organizer shall have the right to withhold the goods as a guarantee for the recovery of damages

### 4. Cancellation

- 4.1. If the exhibitor renounces to participate after filling in the contract and making payments, the following cancellation conditions apply:
  - Canceling up to 40 calendar days before the event: 30% of the total collected amount is retained;
  - Canceling 40 to 15 calendar days before the event: 70% of the total collected amount is retained;
  - Cancellation less than 15 calendar days before the event: Full consideration is given to the amounts paid, as damages, to cover the material and moral damage caused by the cancellation of the participation.

### 5. Terms and payment methods

- 5.1. All payments related to participation in the event, in accordance with the contract and the annexes that form an integral part of the present contract, shall be made within the terms stated in the pro forma invoices issued by the organizer.
- 5.2. For the design and construction of custom stands, payments shall be done as follows:

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- 50% of the pro forma invoice value within 10 calendar days from the confirmation of the project estimate,
- 50% of the pro forma invoice value, no later than 30 calendar days before the start of the event.

**5.3.** If the exhibitor does not pay the remaining 50% of the value of the customized stand, the organizer will not execute the construction of the stand and will retain the 50% advance paid.

**5.4.** Orders for additional services requested during the planning and / or running of the event shall be honored in the order in which requests are received, only after the exhibitor has provided proof of their payment and only within the stock of available material. The payment of additional services requested during the planning and / or unfolding of the event is done by bank card, within the limits provided by the legislation in force.

**5.5.** The payments provided in art. 5.1 and 5.2. Will be made by bank transfer to the organizer's account - RO68BACX0000000408718002 - open to Unicredit Bank. Banking fees are the responsibility of the exhibitor.

**5.6.** The exhibitor will take over the stand only after the presentation of the documents.

#### **6. Program and access**

**6.1.** On the 8th of November, 2017, the exhibitors will have access to the exhibition from 08.00-20.00. Removing exhibits from stands / decommissioning is allowed on November 11, 2017, between 16.00-20.00.

**6.2.** The access for the duration of the event is as follows:

- For exhibitors, on 9 and 10 November 2017, between 8: 00-18: 30 and 11 November 2017, between 8.00 and 20.00,
- For visitors from November 9 to 10, 2017, access is allowed between 10:00 and 18:00, and on November 11th, from 10:00 to 16:00.

**6.3.** If the exhibitor does not enter the rented stand until the 9th of November 2017, at 9.30, the organizer reserves the right to take measures to reorganize the unoccupied space.

**6.4.** Each exhibitor benefits, according to the allocated area, of pedestrian access cards for the entire duration of the event. The name of the exhibiting company will be entered on all access passes. Tickets are not transmittable. The organizer reserves the right to withhold any badge not properly used.

**6.5.** The organizer will provide one RFID card for each exhibitor. RFID cards are to be used by exhibitors to park their cars in specially arranged parking spaces in the ROMEXPO Exhibition Center. RFID cards are the property of ROMEXPO, and the exhibitor is required to return RFID cards on a report by November 11, 2017 at 16.30. Otherwise, the exhibitor undertakes to pay, on the basis of the invoice issued by ROMEXPO, the equivalent of the non-refundable RFID cards at the price of 70 lei / piece. Access for the other cars of the exhibitors and visitors will be paid at a charge of 3 lei / hour / car, within the parking spaces arranged in the ROMEXPO Exhibition Center.

**6.6.** During the exhibition period (9-11.11.2017), exhibitors' cars cannot enter the ROMEXPO Exhibition Center, which will be parked in specially designated spaces.

**6.7.** During the commissioning / decommissioning period, exhibitors' goods vehicles have access to the cargo doors of the event pavilion. These will be discharged from the adjacent areas of exposure on November 8, 2017, by 20:00 at the latest. In order to achieve the supply of the stands, these vehicles also have access during 9-11.11.2017, between 08.00-08.30 and 18.00 - 18.30. After this timespan, these will have to leave that area.

**6.8.** It is forbidden to drive and park motor vehicles inside pavilions. Any exception to this rule must be requested in writing by the organizer.

**6.9** The exhibitor is held liable, directly or mediated, for any damage caused to the property owner (land and construction) for non-compliance with the provisions of this Chapter.

#### **7. Sub - rental**

**7.1.** The exhibitor may conclude a sub-rental agreement with another natural or legal person (the co-exhibitor) who will exhibit its own exhibits in the rented space. The exhibitor is obliged to inform the organizer, in writing, in advance of the identity of the legal or physical person to whom he submits or with whom he exhibits.

**7.2.** The original renter (the exhibitor) has the obligation to inform the sub-rented (co-exhibitor) of the participation conditions that form an integral part of this contract, as well as the general participation and technical conditions in the Romexpo Exhibition Center.

**7.3.** The exhibitor is responsible for the fulfillment by the co-exhibitor of the obligations stipulated under the conditions of art. 7.2. Failure by the co-exhibitor to fulfill these obligations entails an obligation on the exhibitor to pay damages to the organizer for the damage suffered.

**7.4.** The exhibitor has the obligation to register the co-exhibitors in the co-exhibitor form in order to obtain the organizer's agreement. By signing the form for co-exhibitors, the co-exhibitors agree to accept the obligations stipulated in the conditions of art. 7.2.

**7.5.** A subscription fee of 100 euro / co-exhibitor + VAT is charged for the participation of a co-exhibitor. This tariff includes the following services: Introduction of co-exhibitors in the event catalog, a copy of the official catalog of the event, two pedestrian access permits, presence in the event site.

#### **8. Advertising during event**

**8.1.** Exposing and distributing leaflets and promotional materials by exhibitors is free of charge inside the event pavilion. Running this activity outside of the exhibition building can be done for a fee.

**8.2.** Advertising is limited to promoting the exhibitor's products / services and will not violate legal requirements, be of a political or ideological nature. Comparative advertising is not allowed.

**8.3.** The organizer has the right to remove, without the exhibitor's agreement, the inscriptions, advertisements and other forms of advertising made inside and outside his own stand, as well as the distribution of advertising materials, if they consider that they are not in accordance with Romanian legislation, participation conditions or that might give offense to other exhibitors or visitors.

**8.4.** Advertising in optical, mobile, acoustic environments (up to 60 dB) is allowed only if it does not disturb nearby exhibitors and does not cover the sound of the pavilion environment (radio announcements, etc.). In the event of violation of these provisions, the organizer reserves the right to intervene and to request that the advertisement be stopped.

**8.5.** Exhibitors must comply with copyright law. The exhibitors are directly and directly responsible for violating the rights of the authors or users.

**8.6.** By participating in this event, the exhibitor agrees that the stand, its stand staff and exhibited products are photographed and filmed by the organizer for event promotion purposes.

#### **9. Security. Responsibility**

**9.1.** The organizer provides the general guarding of the pavilion / space after the open hours program (Article 6) without being held responsible for the security and integrity of exhibitors' goods and materials. Exhibitors are recommended to insure their goods.

**9.2.** If an exhibit / object disappears from the stand, the exhibitor will immediately report this to the Police.

**9.3.** The exhibitor is responsible for security, integrity and safety of his goods during exhibition open hours, in accordance with Article 6 of this Regulation.

**9.4.** Exhibitors will comply with the legal provisions on fire prevention, health and safety at work, emergency situations and those regarding the damages caused on the territory of the Romexpo Exhibition Center by visitors or exhibitors, in accordance with the Romanian Civil Code and the General, Technical and Participating Terms.

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**9.5.** Smoking in stalls and pavilions is strictly forbidden, only being possible in specially designed exterior areas.

**9.6.** The exhibitor / co-exhibitor is solely responsible for the condition of the objects in the stand, both during the arrangement of the stand, the unfolding of the event, as well as during the decommissioning of the stand.

**9.7.** The Exhibitor is solely responsible for any direct damage and / or indirectly caused by its fault, of the exhibitor's staff or third parties acting for or on behalf of the exhibitor.

**9.8.** The exhibitor will immediately notify the organizer as well as the authorities (If the law in force requires it), on such events as work accidents, fire, explosions, etc.) on the duration of the arrangement and decommissioning of the stands and throughout the duration of the event.

**9.9.** In the event of a work accident, explosion, fire, etc., both the exhibitor and the organizer are required to take necessary action to avoid changing the resulting status of the event, except when maintaining it would result in other events or endanger the lives of workers or other people.

**9.10.** The exhibitor has the obligation to provide information to his employees on the risks of specific injury and professional illness

In the work perimeter, as well as prevention and protection measures to be taken and respected in order to avoid the occurrence of accidents at work, fires or environmental pollution.

**9.11.** The exhibitor / co-exhibitor has the obligation to ensure all work conditions in order to avoid accidents and occupational illnesses, to provide individual and collective means of protection.

**9.12.** In the event of an accident at work, the necessary life support will be provided immediately, but only by the eligible person.

**9.13.** The exhibitor / co-exhibitor has the obligation to not make any unauthorized changes and without the written consent of the ORGANIZER, the initial designer (of the construction, installation, equipment, device, means of transport) or a certified technical expert according to the legislation in force

#### **10. Arbitration.**

**10.1.** Any disputes that may arise in connection with this contract will be settled amicably, and if the parties disagree, these will be settled by the competent courts.

#### **11. Force Majeure**

**11.1.** The Contracting Parties are relieved of their liability for non-execution and / or improper execution -wholly or in part - of any obligation under this contract, if non-execution, execution over deadlines or execution inadequacy of that obligation was caused by force majeure, as defined by law.

**11.2.** The cause of force majeure must be notified to the contractual partner within 5 calendar days of the occurrence, in writing.

**11.3.** Upon cessation of the cause of force majeure, the party under obligation will execute the obligation within the terms of the contract, terms of which calculation will begin from the date of cessation of force majeure.

#### **12. Termination of the Contract**

The Contract ceases without any formalities, intervention of other authorities in the following cases:

- a) on expiry of the term;
- b) at the request of one of the parties that is unable to fulfill the obligations;
- c) other causes authorized by law, such as: cessation of usage capacity and / or to exercise of one of the Contracting Parties, the entry into the procedure provided by Insolvency Law no. 85/200 for legal entities or in the procedure of dissolution and liquidation of the legal person without patrimonial purpose;
- D) If one of the parties does not meet any of the parties' obligations under this Contract, the party that has fulfilled the obligations will notify the other party of its intention to resolve the contract if the execution of the obligation is not performed within 14 business days of receipt to the defaulting party of that prior notice. In case of party in default will not fulfill its obligation within the term, the contract will be settled in full;
- e) by performing the object of the contract.

#### **13. Notifications**

**13.1.** Any notification from one party to the other is valid if it is transmitted by post to the address / registered office mentioned in this contract or by email with acknowledgment of receipt.

**13.2.** If the notification is made by post, it will be forwarded by registered letter with acknowledgment of receipt and considered received by the recipient on the date mentioned by the receiving postal office on this confirmation.

**13.3.** If confirmation is sent by email, it is considered as received on the first working day after the one in which it was shipped.

#### **14. Final clauses**

**14.1.** Modification of this contract adhesion is made only by additional agreement concluded between the Contracting Parties.

**14.2.** The Specific Terms of Participation are supplemented with the General, Technical and Participating Terms of the Fairs and Exhibition organized at the Romexpo Exhibition Center, with the Council Directive 2008/8 / EC of 12 February 2008, as amended applicable from 01.07.2011 and Directive no. 2006/112 / EC of 28.11.2006 concerning the common VAT system.

**14.3.** This contract adhesion is completed with the Forms which are an integral part of it.

**14.4.** This contract is the will of the parties and all understandings, of any kind, between them, before its conclusion. Subsequent arrangements will materialize in additional acts as indicated in art. 10.1. above. The parties declare the consensual nature of this contract.

**14.5** Irrespective of the extraneous nature of the legal relationship, the applicable law is the Romanian law