

# **APPLICATION**

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Company name	Cood
VAT number	Wure
Marketing name	STOCKHOLM
Address	NOVEMBER 9-11, 2018
Postal address Country	
Invoice reference number (if needed)	
Contact person	Our company will exhibit mainly in the following product area/areas:
Phone Phone direct Mobile	Food Beverages incl. alcohol
Email	Non alcoholic wine and beer
Web site	Other beverages
Please fill in the information below if you are co-exhibitor, representative or wish to have the invoice sent to another address than above.	Papers, books and magazines
Co-exhibitor Representative/Agent Invoice address	Food and gourmet travel
Co-exhibitors pay SEK 1,495 excl VAT including Digital Stand*.	Other
Company name	
VAT number	
Marketing name	
Address	
Postal address Country	
Invoice reference number (if needed)	
Contact person	ExpoStart and Digital Stand*
Phone direct Mobile	EXHIBITOR INSURANCE Your participation in the fair is insured both during the exhibition and during the transportation to and
Email	from the exhibition. You will also get a Business Travel Insurance.
Web site	You will get an electricity connection (230V, 10A, max 2,000W) installed in your stand.
PRICE:       EXPOSTART AND DIGITAL STAND: SEK 5,845 is to be paid by         Up to 100 sqm SEK 1,495/sqm       exhibiting companies against invoice at registration. It is not deductable from the stand rent and is refunded only if we are unable to provide space.         VAT not included.       TERMS OF PAYMENT: Stand rent is to be paid on receipt of invoice 60 days before event start. For applications made later than 60 days before the opening of the event ExpoStart, Digital	<ul> <li>STORAGE OF EMPTY PACKAGING</li> <li>Your empty packaging will be stored during the exhibition. We will collect and return the empty packaging at your stand.</li> <li>GOODS HANDLING</li> <li>Your goods will be loaded, unloaded and transported within the fair.</li> <li>STAND CLEANING BEFORE DAY ONE</li> <li>Your stand will be cleaned before the first day of</li> </ul>
We hereby order:       Stand and stand rent is to be paid according to terms of payment on invoice.         VAT not included.       VAT not included.         Stand and stand rent is to be paid according to terms of payment on invoice.       Statutory interest on late payment will be charged at 1.5 percent per month.	the exhibition. *Contact information, pictures, videos and links to your company. Own campaigns, news and offers as well as activities in your stand.
P	
We wish further information about:	TO BE FILLED IN BY THE FAIR
Designed stand/stand construction	
This application is legally binding and the undersigned company agrees to be bound by the terms and conditions printed above and Stockholmsmässan's General Terms and Conditions on the reverse side.	Stand Number Customer Number Exhibitor

Cust No Co-Exhibitor/Representative

Order Number Exhibitor

Order No Co-Exhibitor/Representativ

Legal signature

Place

Company

Postal address: SE-125 80 Stockholm Visitor address: Mässvägen 1, Älvsjö, Sweden Phone: +46 8 749 41 00 E-mail: sthlmfoodandwine@stockholmsmassan.se www.sthlmfoodandwine.se Bankgiro Handelsbanken 730-7440, SEB 382-6005 VAT SE556272449101

Date

## GENERAL TERMS AND CONDITIONS - STOCKHOLMSMÄSSAN AB

### 1. DEFINITIONS AND BACKGROUND

<u>1.1 Definitions</u> "SM" - Stockholmsmässan AB.

"SM Customer" - a party with a direct business relationship with SM. whether as an exhibitor at a fair, partner, Organizer or otherwise carries out some type of Event.

"General Terms" - these general terms and conditions.

"Event" - an activity carried out in the Facility, whether in the form of a fair, congress, meeting or another type of event. "Organizer" - a party other than SM who is the responsible organizer of an Event.

"Facility" - SM's facility in Älvsjö.

"General Rules" - SM's general rules applied by SM from time to time. These are available at www.stockholmsmassan.se/termsandconditions.

"Customer" - everyone who participates in an Event carried out by SM or by Organizer, whether the participant is an SM Customer or Customer to Organizer.

"Stand Space" - physical, digital (e.g., digital advertising space, digital stand) or a virtual space, at a fair or other type of Event. "Space" - the space disposed for carrying out an Event, whether in

the form of the entire hall or part of a hall or a fixed or temporary meeting room

"Exhibitor" - the party participating at an Exhibition at a fair or a similar event.

"Exhibition" - an activity where an organization or a private person presents, mainly but not exclusively, products or services to potential Customers, whether these are organizations or private persons.

1.2 Background SM arranges fairs, meetings and other events under its own direction and provides fair and conference services which allow Organizers to carry out national and international congresses, fairs, business meetings and similar events within the Facility.

These General Terms are divided into three different sections, depending on the relationship with SM. One section (2. GENERAL RULES) applies to Organizer and everyone who participates in an SM Customer or Customer to Organizer. The next section (3. CUSTOMERS OF SM) only applies to The SM Customers. The last section (4. EXHIBITORS) applies to Exhibitors, whether the Exhibition is arranged by SM or by Organizer in the Facility and notwithstanding if the Exhibitor participates with Stand Space or in another manner. another manne

In case of conflict between these General Terms and other agreements or other special terms and conditions for provided by SM, the latter shall prevail. vices

### 2. GENERAL RULES

2.1 Applicability The provisions in this section 2 apply to Customers. Organizer is responsible for informing its Customers of these General Terms and that the Customers adhere to the provisions in this section. The Organizer is liable toward SM for its Customer's compliance with the provisions in this section as if the Organizer itself was a Customer.

2.2 Customer's responsibility Customer is liable for all damage incurred due to circumstances attributable to Customer or to anyone who Customer is responsible for.

Rented Spaces shall be maintained and returned in the same state as found on entry.

The customer undertakes to follow Swedish law, ordinances and applicable regulations and decision from authorities. The customer is responsible for obtaining and bearing the cost for potential necessary permits, licences or equivalent documents from relevant authorities, entity or equivalent documents required for goods, services or activities brought into or performed by Customer in the Facility. Examples of permits, licence or equivalent documents can be for playing music, showing video or performance of acting.

Customer is responsible for ensuring that materials brought into the Facility shall be marked with approval from competent authorities or entities. Permits or licences shall be available on site and Customer shall at SM's request without delay present or provide SM with a copy of the permit or licence.

The Customer is reminded of its obligations under applicable work environment legislation, e.g. regarding the use of safety shoes. The Customer shall follow SM's General Rules, which among other things include provisions regarding safety, waste handling and connection to electricity and heating, ventilation and sanitation systems

Stand Space or Space must not, fully or partly, be reassigned or subleted without the approval of SM or Organizer.

If the Customer breaches these General Terms or other special terms and conditions for services provided by SM, the Customer may immediately be suspended from participation in ongoing and future Events. The Customer shall regardless of suspension pay the agreed compensation. If an obligation arises for SM to pay taxes or other fees for participation in an Event, Customer shall pay compensation to SM for such taxes or fees.

2.3 SM's responsibility SM 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 SM. The Customer shall remain responsible and indemnify SM for all such expenses and damages.

SM shall not be responsible for any material, clothes or equipment that belongs to the Customer or any third party which are being stored in the Facility.

SM is not responsible for an Event's commercial impact/success, the number of participating whibtors/visitors or the presence of certain strategic exhibitors/visitors. This applies to an Event as a whole as well as for each Exhibitor or Organizer.

The Customer grants SM the right, 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 the Customer or that the Customer

shows within the Facility. SM is thereafter entitled to freely publicize the results of such recordings for its own PR or marketing purposes. SM is in itself responsible for obtaining any necessary consent for such uses from any third parties concerned

2.4 Code of conduct and miscellaneous It is not permissible to bring live animals, explosive products or other items, which SM considers inappropriate from a safety point of view, for the environment within the Facility or into the Facility. In case of any uncertainty the Customer is obligated to request permission from SM

The restaurateur engaged by SM (currently Mässrestauranger AB) has the exclusive right call sales of food and drinks within the Facility. The restaurateur has the licence to serve any alcoholic beverages within the Facility, including all Spaces. The Customer may not sell or serve food or drinks either within a Stand Space or in Spaces used for the Event or in other parts of the Facility. Please also see the General Rules.

Any items left behind in a Stand Space, in a Space or otherwise within the Facility, after the permitted removal time, SM can remove at the risk and expense of Customer.

No omission from SM in invoking these General Terms shall be construed as a waiver of such right. Neither shall a waiver of any kind on any one occasion, irrespective of the reason therefore, be construed as a waiver of such right on any future occasion.

Disputes related to these General Terms or other contract/agreement shall, unless stated otherwise, be settled by Swedish courts with Swedish law as the governing law.

### 3. CUSTOMER OF SM

3.1. Conclusion of agreement The reservations of a Stand Space or a Space, as well as these General Terms, are regardless of the reservation's form, contractually binding for The SM Customers. SM reserves the right to assess and, without any explanation, deny or set up specific requirements for The SM Customer's participation in or execution of a certain Event.

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

The SM Customer's information, made on an order form or the like, regarding location and size of Stand Space or other Space, are only considered as a request. SM grants The SM Customer a final Stand Space or Space based on the use of the Facility, line of business or classification of interest within an Exhibition or other reasons. Time of application is of no relevance.

SM reserves the right to, whenever it finds necessary, adjust and rearrange the layout. Hence, a deviation between the request of The SM Customer and the Stand Space or Space finally allocated to the SM Customer shall never be considered a deviation between the reservation and the order confirmation.

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

3.2 Cancellation The SM Customer may, free of charge, cancel a booking of Stand Space or Space within ten (10) days from the earlier of (i) date of directly fifthe first end of the first end of dispatch of the first order confirmation, and (ii) invoice date of the first invoice. If a cancellation is made later than this date, the SM Customer is charged one hundred (100) percent of the rent for the stand or other compensation for Space, unless otherwise stated on the order confirmation or the invoice. However, registration fees are never refunded.

3.3 The SM Customer's responsibility The SM Customer undertakes to follow these General Terms, the General Rules and other special terms and conditions and instructions issued by SM. All terms and conditions, rules and instructions can be found at www.stockholmsmässan.se/termsandconditions.

The SM Customer permits available information about him/her to be furnished to a third party. The SM Customer is responsible for ensuring that persons whose personal data the SM Customer transfers to SM have been informed of SM's processing of personal data and in applicable cases, have provided consent. Information about how SM processes personal data can be found at www.stockholmsmassan/termsandconditions.

3.4 SM's responsibility In the event of disruption or suspension of heating, water, communications connection, electronic or web based services or other services provided by SM due to circumstances within SM's control, SM's liability is limited to repayment of the fee paid for such service and The SM Customer has no right to repayment of stand rent. SM is not liable for disruption or suspension due to circumstances outside SM's control.

In the event of SM 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, pandemic or some other comparable incident, no refund of rent will be paid. The SM Customer shall, as soon as the Event can be held, be entitled to priority with regard to Stand Space or Space, and if applicable, exemption from the registration fee. Ex for the aforementioned, the SM Customer is not entitled fee. Except to any form of compensation.

SM shall never be liable for the SM Customer's indirect damages, such as lost profit or other consequential damages. SM's liability shall under no circumstances exceed five (5) base amounts (Sw prisbasbelopp) in accordance to the Social Insurance Code (2010:110). SM's liability toward the SM Customer is limited to what is stated above, unless caused by intention or gross negligence.

<u>.5 Payment terms</u> egistration fee, stand rent and all other fees for Spaces shall be

paid for in advance at the earlier of (i) the day before the Event's execution, and (ii) thirty (30) days after the date of invoice. Payment for other services shall, unless otherwise stated at confirmation, be paid for after delivery, within fifteen (15) days of invoice date

Change or cancellation of products/services later than ten (10) days prior to an Event's first official moving-in day or when material alread has been produced or services have been provided, are charged at full price according to applicable price list or offer.

Complaints shall be made without delay and have reached SM no later than twenty (20) days after date of invoice. In the event of late payment, interest will be charged at a rate of one and a half (1.5) percent per month. SM reserves the right to charge fees for issuar of invoice, reminders and claims etc.

### 4. EXHIBITORS

4.1 Applicability The provisions in this section 4 apply to Exhibitors who are SM Customers or Customers of Organizer. Organizer is responsible for informing its Exhibitors of the provisions of this section and that the Exhibitors adhere to the provisions in this section. The Organizer is liable toward SM for its Exhibitors' compliance with the provisions of this section.

## 4.2 Use of a stand 4.2.1 Before the Exhibition

The Stand Space shall, unless otherwise agreed, have been taken into possession no later than twenty four global, have been taken opening of the Exhibition. Failure to do so entitles SM/Organizer to use the stand location for other purposes. The Exhibitor shall have the stand location ready and prepared at the latest 12 (twelve) hours prior to the start of the Exhibition

The Stand Space 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.

The Exhibitor is responsible for the design, construction, decoration, dismantling, removal and cleaning of its stand.

## 4.2.2 During and after the Exhibition The stand must meet the requirements stated in SM's General Rules.

The Exhibitor shall keep the stand in good condition and, at the request of SM/Organizer at its own expense, make necessary improvements if SM/Organizer considers it not to meet reasonable quality requirements.

Only such products and services that are considered by SM/Organizer to comply with the objectives of the current Exhibition and that meet reasonable quality requirements may be exhibited. In the event that a product or service is found by SM/Organizer not to meet the aforementioned requirements, the Exhibitor is obliged to remove such items from the stand immediately and at his own expense. The Exhibitor is obligated to request an advance decision from SM/Organizer in case of uncertainty

The Exhibitor shall not be entitled to a refund of the stand rent or any Part thereof, or to receive any other compensation from GMU any SM/Organizer in respect of any costs or loss suffered – either direct or indirect – which could possibly arise as a consequence of a decision made by SM/Organizer according to the above.

SM/Organizer has an unconditional right to dismiss an Exhibitor or certain items or services. Dismissal is made at the Exhibitor's expense

It is not permissible for the Exhibitor to: a) conduct direct sales to visitors unless SM/Organizer has explicitly stated that this is permissible (for example in information/instructions on a web site, on a registration form or equivalent document) or if SM/Organizer has provided approval in another specific agreement with the Exhibitor; b) without approval of SM/Organizer, distribute advertisement outside

its own Stand Space:

Its um statu space, c) without approval of SM/Organizer, through messages, exposure or activity, within or in connection to the Facility, refer to another exhibition or activity outside the Facility or its immediate surroundings:

d) without approval of SM/Organizer in the Stand Space or at another location, physical, digital or virtual, within and in connection to the Facility, carry out or permit political propaganda,

e) to arrange its Stand Space, decorations, activities, marketing or sales in a moner which contravenes applicable law or which causes disturbance to other exhibitors or visitors, e.g. by its sound level; f) without approval of SM/Organizer remove exhibited goods from the f) initial opposed uning an origing Exhibition (does not apply to goods which due to their nature are intended for direct sales and are not part of the stands product demonstration or similar purpose); or g) without approval of SM/Organizer, dismantle or remove the entire or part of the Stand Space's furnishing and/or content prior to the end of the Exhibition

In case of breach of any of the provisions above. SM/Organizer is entitled to, if necessary, to take corrective measures at the Exhibitor's

As a means of guarantee for the fulfilment of all obligations toward SWOrganizer that the Exhibitor has or may have, SWOrganizer shall be entitled to retain items the Exhibitor has left behind until payment has been made in full.

4.3 SM's/Organizer's responsibility In the event SM/Organizer is not able to provide the assigned Stand Space, SM/Organizer has the right to make a reasonable change of location and space without releasing the Exhibitor from its duty to provide compensation. If SM/Organizer is not at all able to provide stand space, the Exhibitor is only entitled to refund of the paid stan rent and other fees related to the stand space which was not aid stand provided

SM/Organizer is not responsible for exhibited items or decorations in the Exhibitor's stand, unless damage has been caused by gross negligence or intent on the part of SM/Organizer or by staff for whom SM/Organizer is responsible

In the event a catalogue or other compilation of information regarding a certain Event is created, irrespective of form, SM/Organizer is not liable for any errors therein.