


**ROMEXPO S.A.**

Bucharest – ROMANIA

**Phone: +40 21 207 70 00**
**Fax: +40 21 207 70 70**
**E-mail: construct-ambient@romexpo.ro**
**8<sup>th</sup> - 11<sup>th</sup> April 2021**
**28<sup>th</sup> edition**
**VIRTUAL**
**Registration dead-line: March, 19, 2021**

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

**Product areas according with enclosed thematic (please fill in annex FV2):**

<input type="checkbox"/> <b>BASIC Package 550 Euro</b> <ul style="list-style-type: none"> <li>• 2D stand</li> <li>• branding 2D stand</li> <li>• company logo</li> <li>• company profile of 500 characters</li> <li>• offers display in the virtual stand (max. 5)</li> <li>• chat access with the visitors (1 company representative)</li> </ul>	<input type="checkbox"/> <b>ECONOMIC Package 850 Euro</b> <ul style="list-style-type: none"> <li>• 2D stand</li> <li>• branding 2D stand</li> <li>• company logo</li> <li>• company profile of 1000 characters</li> <li>• offers display in the virtual stand (max. 10)</li> <li>• chat access with the visitors (2 company representatives)</li> <li>• promotion spot 20"</li> </ul>	<input type="checkbox"/> <b>OPTIM Package 2.000 Euro</b> <ul style="list-style-type: none"> <li>• 3D stand</li> <li>• branding 3D stand</li> <li>• company logo</li> <li>• company profile of 1000 characters</li> <li>• offers display in the virtual stand (max. 15)</li> <li>• chat access with the visitors (4 company representatives)</li> <li>• promotion spot 20"</li> <li>• offers display in Market place (max.30)</li> </ul>
<input type="checkbox"/> <b>PREMIER Package 3.400 Euro</b> <ul style="list-style-type: none"> <li>• 3D stand</li> <li>• branding 3D stand</li> <li>• company logo</li> <li>• company profile of 1000 characters</li> <li>• offers display in the virtual stand (max. 20)</li> <li>• chat access with the visitors (6 company representatives)</li> <li>• video access with the visitors (3 company representatives)</li> <li>• promotion spot 20"</li> <li>• offers display in Market place (max.40).</li> <li>• banner display in the lobby of the fair</li> </ul>	<input type="checkbox"/> <b>DELUXE Package 6.050 Euro</b> <ul style="list-style-type: none"> <li>• 3D stand</li> <li>• branding 3D stand</li> <li>• company logo</li> <li>• company profile of 1000 characters</li> <li>• offers display in the virtual stand (max. 30)</li> <li>• chat access with the visitors (10 company representatives)</li> <li>• video access with the visitors (6 company representatives)</li> <li>• promotion spot 20"</li> <li>• offers display in Market place (max.60).</li> <li>• banner display in the lobby of the fair</li> <li>• banner display on flag</li> <li>• pop-up premium offer</li> </ul>	<input type="checkbox"/> <b>EXCLUSIVE Package 7.250 Euro</b> <ul style="list-style-type: none"> <li>• 3D stand</li> <li>• branding 3D stand</li> <li>• company logo</li> <li>• company profile of 1000 characters</li> <li>• offers display in the virtual stand (max. 30)</li> <li>• chat access with the visitors (10 company representatives)</li> <li>• video access with the visitors (6 company representatives)</li> <li>• promotion spot 20"</li> <li>• offers display in Market place (max.60).</li> <li>• banner display in the lobby of the fair</li> <li>• banner display on flag</li> <li>• pop-up premium offer</li> <li>• access to BusinessMeetingPoint (10 people, max.4 hours)</li> <li>• pop-up alert</li> </ul>

The fees does not include VAT

**For additional details regarding the packages fill in the annexes FV1, SV1**
**(To be filled in by ROMEXPO)**

Package ordered by the exhibitor	Project Coordinator

**EXHIBITOR**  
 General Manager

**ROMEXPO SA**  
 Executive 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.**

## **APPLICATION CONTRACT – SPECIAL CONDITIONS** **CONSTRUCT-AMBIENT EXPO-2021**

These Special Conditions are part of the Application Contract, page 2

### **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 virtual event. Products and services must be summarized and assigned in groups of products in the FV2 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 by ROMEXPO online:

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 online 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/tehnical-guidelines/](http://www.romexpo.ro/en/tehnical-guidelines/).

1.6 The exhibits and/or any other materials necessary for the exhibitor during the online exhibition, will be uploaded to the electronic platform by the exhibitor, Romexpo is absolved from any liability regarding the informations available in the virtual stand of the exhibitors during the event. The exhibitor is solely responsible for electronic informations uploaded to the virtual platform during the event.

### **2. Registration and participation**

**2.1. The exhibitor shall fill in and submit the Application Contract until the 19<sup>th</sup> of March 2021.**

After this date, applications will be received only if there is any available storage space. Depending on the technical possibilities of the virtual platform, the virtual stand may be different from the one requested or participation may be refused by organizer. ROMEXPO will confirm the exhibitor's participation, subsequently, in writing, by sending the proforma invoice related to the ordered package.

2.2. The allocation of the virtual stands will be made according to the sectorization of the pavilions, the ordered participation packages and the registration date, the exhibitors being obliged to comply with the participation package ordered and confirmed by Romexpo.

2.3. Participation may be refused by the organizer, if it deems such measure to be necessary and useful for the purposes of the virtual event.

2.4. Exhibitors are required to comply the participation package confirmed by Romexpo.

2.5 Confirmation of exhibitor's participation package 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.

2.6 Romexpo will send the details regarding the access to the platform only after making the advance payment of 30% of the invoiced value.

2.7 If the exhibitor fails to pay 30% from the invoice within the date stipulated, the participation package is annulled.

2.8 The exhibitor has the obligation to electronically confirm the receipt of the participation package.

2.9. The exhibitor sends orders for additional services, by filling in the form SV-1 available on the virtual event website, part of the present application contract, following to be insured for a fee as far as possible.

### **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 the ordered package, the exhibitor will submit the payment conditions according to art.2.

4.2 Payment of the invoice stipulated in art. 4.1, will be made by bank transfer before taking over the participation package (in advance) in one of the following bank account:

I BCR DR.FELIX BRANCH (EUR):

RO29RNCB0067004778810003

SWIFT CODE RNCBROBU

I ING BANK BUCHAREST (EUR)

RO48INGB0001000190470718 SWIFT

CODE INGBROBU.

The exhibitor will be visible on the virtual platform only after the presentation of the documents which confirms full payment of invoices issued by ROMEXPO.

### **5. Program**

5.1 Exhibitor access program in the virtual platform:

- after making the advance payment of 30% of the invoiced value and receiving the access details in the virtual platform, the exhibitor can upload informations in digital format;
- during the virtual exhibition, access for exhibitors staff will be allowed daily on the platform.
- exhibitors have the obligation to strictly follow the virtual exhibition program;
- each exhibitor will benefit from an access code for the entire period of the virtual event.
- all access codes will be issued on behalf of the exhibiting company. Codes are not transferable. ROMEXPO reserves the right to cancel any access code that is not used properly.

5.2 Visitor access program:

Between 8 and 11 of April 2021, between 10:00 am -06:00 pm hours.

### **6. Sublease**

6.1 The exhibitor can conclude a sublease with another person or company, named coexhibitor that will exhibit in the same virtual stand 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 at online fairs organized by Romexpo.

6.3 The exhibitor is responsible for fulfilling the obligations stipulated in the technical conditions for participation in Romexpo online exhibitions by the co-exhibitor. The failure of the co-exhibitor to fulfill the obligations stipulated in the technical conditions for participation in the Romexpo online exhibitions 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 FV3 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 online exhibition, 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 100% compared to the rate in the form FV3.

6.6 In accordance with regulations admission, co-exhibitors may be introduced in the exhibitors list with their company information if the full rates related have been paid and required documents have been received by the specified deadline (see Form FV3).

6.7 For the participation of a co-exhibitor a registration charge of 250 EUR/co-exhibitor + VAT is to be paid.

This charge includes the following: introduction to the list of exhibiting companies, company page with: company profile, company logo, display offers (max. 5), 1 representative.

## **7. Advertising within the virtual exhibition**

7.1 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.

7.2 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 virtual event.

7.3 Exhibitors will have to comply with the Provisions of Copyright, in accordance with Law 8/1996 on copyright and related rights

## **8. Security. Liability**

8.1. ROMEXPO ensures the operation of the virtual platform without being held responsible for the informations on exposed products.

8.2. The exhibitor is responsible for the proper use of the virtual platform.

## **9. Insurance / Liability**

9.1 ROMEXPO will not exercise any intervention on the informations uploaded by the exhibitor / co-exhibitor in the virtual platform, which are the property. The Exhibitor / Co-Exhibitor is exclusive responsible for the condition of digital materials. The Exhibitor / Co-Exhibitor will be exclusive responsible for the integrity of the digital materials uploaded to the platform, possible deficiencies / damages to be remedied at his expense. Any responsibility of the organizer for material damage to the exhibitor / co-exhibitor during the period of the virtual event is excluded. It is not excluded ROMEXPO's liability for damages caused intentionally or due to gross negligence.

9.2 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.

9.3 ROMEXPO is exempt from liability for any potential interruptions in power for internet access, for reasons attributable to the respective utility service providers.

## **10. Intern authority**

10.1 ROMEXPO has full authority on the exhibitions held in the virtual platform for whole period of the event. ROMEXPO reserves the right to issue instructions. ROMEXPO reserves the right to make audio/video records within the virtual exhibition area, in order to be used for promotion purposes and, to deny participation or even to block the access in the platform, 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 virtual 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 I.

### **15 Miscellaneous**

15.1 These Special Conditions are to be completed with the Technical and General Conditions of Virtual Fairs, 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 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 FV1-FV4 Annexes and SV1 Form that are part of the present contract.