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**CONTRACT FOR EXHIBITION SPACE**

Exhibition contract for: **5<sup>th</sup> European Conference & Exhibition on Inland Terminals**  
November 24-25, 2010, Marseille, France

**Contract made between :** Company name: .....  
Address: .....  
.....  
Contact: .....  
Title: .....  
Telephone: .....  
Fax: .....  
Email: .....

hereinafter referred to as Exhibitor, and Confor BVBA, hereinafter referred to as Organizer.

**COST OF PARTICIPATION:**

Shell scheme : 390 euro/m<sup>2</sup> + French VAT 19,6 %  
*Shell scheme includes :*  
*floor space, 250 cm high white walls, carpeting, fascia*  
*with company name, 3 spotlights, 1 electrical outlet, 1*  
*table, 2 chairs, 1 waste basket.*

**PAYMENT TERMS:**

A. 50% payment upon receipt of the invoice.  
B. 50% (balance) by 28 September 2010  
Immediate full payment will be required for applications  
received after 28 September 2010.

**Stand:** Booth nr.: ..... Dimension:..... Net area: .....

- Optional:**  Hyperlink from website (www.inlandterminals.com): 25 euro  
 Logo + hyperlink from website (www.inlandterminals.com): 75 euro  
 ... conference delegate passes at 395 euro each

Please tick box to indicate your choice. Leave open if you don't want this option.

**Invoicing details:**

Cost of space: .....  
Hyperlink or Logo + Hyperlink: .....  
Conference delegate passe(s): .....  
Fench VAT 19,6 %: .....  
Total cost : .....

The Organizer reserves the right to relocate the Exhibitor in space other than specified above after notification. Exhibitor accepts as part of this contract compliance with the rules governing the exhibition as detailed on page 2 of this document. - Litigation : all disputes arising out of this contract fall under the exclusive jurisdiction of the competent Courts in Bussels and Belgian Law will apply.

For Exhibitor, name:.....  
Title: .....  
Date:.....  
Signature: .....  
Your VAT nr. (EC companies only): .....

For Organizer, name:.....  
Title: .....  
Date:.....  
Signature: .....

**Please also sign page page two of this contract in acknowledgment of the terms and conditions.**  
**Please make a copy of this contract (recto/verso) for your files and return 2 signed copies to:**

**CONFOR BVBA, Tref 27, B-1853 Grimbergen - BELGIUM**  
Phone: +32 (0)2 569 89 05, Fax: +32 (0)2 569 89 06, Email [info@confor.be](mailto:info@confor.be).

# EXHIBITION TERMS AND CONDITIONS

**1. Organizer.** The word "Organizer" means the Organizer as specified in the contract and its officers, agents, employees and committees authorized to act for it in the promotion and management of the exhibition.

**2. Exhibitor.** The word "Exhibitor" means the Exhibitor as specified in the contract and its officers, agents, employees and any other representatives authorized to act for it in connection with its participation in the exhibition.

**3. Payment.** Each Exhibitor must return required copies of the contract, properly executed by an authorized company representative. On receipt of the completed and signed contract, the Exhibitor is registered automatically as a participant to Inland Terminals 2009 Exhibition and is immediately invoiced accordingly. Payment terms: a 50% payment is due upon receipt of the invoice, in order to guarantee space. The balance must be paid by 28 September 2010. Space applications submitted after 28 September 2010 must be accompanied by full payment. In case of complete or partial non-payment of the amount due on the expiry date, a late-payment interest of 1 % per month will be due ipso jure and without prior notice, and the owed price will be increased by a flat rate penalty clause of 10 % with a minimum of 350 euro.

**4. Use of space.** No Exhibitor shall assign, sublet or share the space allotted them without the knowledge and written consent of the Organizer. Exhibitor must display or advertise only goods manufactured or dealt in by them in the regular course of business. Only firms or organizations assigned exhibit space may solicit business within the exhibit area. All staff affiliated with exhibits must be registered and must be bona fide employees of the Exhibitor or representatives who receive commission, brokerage or salary from the Exhibitor.

Booths or display structures must be self supporting, and not anchored to walls or floors. Displays and booth structures must not extend into the aisle. Exhibits must comply with standard booth design regulations and not impair visibility of adjacent booths. Display material exposing an unfinished surface to neighbouring booths is not permitted and must be finished at the Exhibitor's expense. Demonstrations must be located such that crowds collected will be within the Exhibitor's space, and not blocking an aisle or neighbouring exhibits.

The Exhibitor assumes all responsibility for compliance with all pertinent ordinances, regulations and codes of local, state and federal governing bodies concerning fire, safety and health, together with the rules and regulations of the operators and/or owners of the property wherein the exhibit is held. All hazardous items must be properly safeguarded, protected, registered and/or avoided as deemed necessary by the Organizer.

The Organizer reserves the right to restrict exhibits which are objectionable because of noise, method of operation, materials or for any other reason; and also to prohibit or to evict for any reason with or without giving cause, any exhibit which in the opinion of the Organizer may detract from the general character of the exhibit as a whole. In the event of such restriction or eviction, the Organizer shall not be liable for any refunds or other exhibit expenses.

**5. Liability.** Neither the Organizer nor its employees, agents or representatives will be responsible for any injury, loss or damage that may occur to the person or property of Exhibitors, their guests, invitees, employees, or agents from any cause whatever, including cancellation or impediment to the smooth running of the event. The Exhibitor, on signing the contract, expressly holds harmless and releases the Organizer from any and all claims from such loss, damage or injury. The Exhibitor agrees to pay promptly for any and all damage to the exhibition building or its equipment incurred through carelessness or otherwise, caused by the Exhibitor, its employees, agents or representatives. The Organizer cannot be responsible for Exhibitor's merchandise or display. Exhibitors are therefore required to carry special insurance to cover exhibit material against damage and loss, and public liability insurance against injury to the person and property of others.

The Organizer does not insure against competitive firms from becoming neighbouring Exhibitors; nor is it responsible for errors or omissions in the Show Program or Exhibitor List/Directory.

**6. Cancellation or termination.** In case the Organizer shall for any reason determine to cancel or to terminate the exhibition, the Exhibitor waives all claims against the Organizer for damages or expenses. Also, the Exhibitor agrees to accept, in complete satisfaction and discharge of all claims against the Organizer, a partial or complete refund of amounts paid by the Exhibitor to the Organizer in accordance with this agreement. If such a termination occurs, the Organizer may retain that part of the Exhibitor's rental which will compensate the Organizer for its exhibition related expenses incurred up to the time the contingency occurred, with no future liability for either party to this contract.

**7. Force majeure.** The Organizer shall not be liable for losses or damage in case the event cannot happen at the scheduled dates for causes beyond their reasonable control, including acts of God, such as floods, earthquakes, epidemics, fire, theft, leakage, storm, airplane crashes or explosions, acts of terrorism, war or civil disturbances, labor disturbances, such as strikes, slowdowns or sabotage, or any act, delay or failure to act of any federal, state or local authority. In such event, the Organizer has the right to reschedule the date of the event within 12 months without reimbursement of the paid amounts by the Exhibitor. The Organizer shall advise the Exhibitor as soon as such events occur and indicate the reasons for such delay. In the event execution of this contract by the Organizer is delayed by an event covered in above section for at least 12 months, the contract will be automatically terminated, effective immediately and without prior notice. In case of such termination neither party shall be required to indemnify the other with respect to obligations which otherwise would have arisen under this contract after said termination had the contract not been so terminated.

**8. Withdrawal.** In the event of cancellation or withdrawal by an Exhibitor, the Organizer shall assess a cancellation fee covering the reassignment of space, prior services performed, and other damages related to cancellation.

The Organizer must receive written notification of the cancellation by registered or certified mail. (Registered) postmark of cancellation notice will determine date for purposes of compliance with refund schedule. In the event of either full or partial cancellation of space by an Exhibitor, the Organizer reserves the right to reassign cancelled booth space, regardless of the cancellation assessment. Subsequent reassignment of cancelled space does not relieve the cancelling exhibitor of the obligation to pay the cancellation assessment.

If the cancellation takes place before 1 June 2010, 20% of the agreed price is payable by the Exhibitor. Where the cancellation takes place during the period between 1 June 2010 and 28 September 2010, 50% of the agreed price is payable by the Exhibitor.

Where the cancellation takes place after 28 September 2010, 100% of the agreed price is payable by the Exhibitor and the Exhibitor is responsible for any extra costs which the Organizer may incur through fitting out the stand space that is not being used.

**9. Installation and dismantling of exhibits.** The Organizer has full discretion and authority over the placing, arrangement, and appearance of items which the Exhibitor displays. The Organizer may require the replacing, rearrangement or redecorating of any item or of the booth, at the Exhibitor's expense and no liability to the Organizer. The Exhibitor building special background or side dividers shall make certain that they are not, when finished, unsightly to Exhibitors in adjoining booths (i.e. they should not bear any logos or graphics). If their surfaces are unfinished at 3:00 p.m. of the day before the opening day of the Exhibition, the Organizer shall authorize the official decorator to finish them, at the Exhibitor's expense. Also, if the set up of any display has not started by 3:00 p.m. of the day before the day of the Exhibition's opening, the Organizer may have the display installed, at the Exhibitor's

expense. Exhibits shall be ready for the Exhibition's opening hour. No noise or moving of exhibits shall occur after this time. No exhibit shall be built to exceed the height limitations set in the Exhibitor's manual. An exhibit which exceeds the height limitations will have to be altered to conform to the requirements, at the Exhibitor's expense. The Exhibitor shall not apply paint, adhesives, or other coating to building walls, columns or floors or to standard booth equipment, unless expressly permitted and under conditions set by the Organizer.

The Organizer will maintain the cleanliness of the aisles and similar public areas of the Exhibition. The Exhibitor shall at its own expense keep its exhibit clean and in good order, and dispose of trash in accord with trash removal arrangements.

Exhibits shall remain fully intact until the Exhibition has officially ended. Exhibits shall be removed from the building by the time specified in the Exhibitor's manual. If the Exhibitor fails to comply in the allotted time, the Organizer reserves the right, at the Exhibitor's expense, to ship the exhibit or to store it subject to the Exhibitor's disposal, or to make other disposition of the property, without any liability to the Organizer.

It is explicitly agreed by the Exhibitor that in the event the Exhibitor fails to install displays or products in the assigned exhibit space or fails to pay the space rental in full at the time specified by this contract, the Organizer shall have the right to take possession of said space and lease same or any part thereof to such parties and upon such terms and conditions as it may deem proper.

**10. Safety and Fire Laws.** The Exhibitor shall strictly observe applicable fire and safety laws and regulations. Electrical wiring shall conform to the standards set by government agencies, local fire inspection ordinances, and underwriter rules. Display wiring shall show the seals of official approving agencies as may be required at the Exhibition site. Cloth decorations shall be flameproof. Smoking in exhibits may be prohibited. Exhibits shall not block aisles or fire exits. Storage behind exhibits is not provided or permitted.

**11. Damage to or Loss of Property.** The Exhibitor is liable for any damage it causes to the Exhibition building, to standard booth equipment and furnishings, and to another Exhibitor's property.

The Organizer is not responsible for damage to the Exhibitor's property, or for its lost shipments coming or going, or for its moving costs. Inadequately packaged property that is damaged is the Exhibitor's responsibility. The Exhibitor is responsible for its exhibit space cost if its exhibit fails to arrive or is damaged.

**12. Receipt of Goods.** Arriving goods and exhibits shall be received at areas which the Organizer designates, and shall be plainly marked, with charges prepaid.

**13. Utilities and Special Services.** Electricity, gas, water and other utilities, as well as available special services which the Exhibitor needs, will be provided only after the Exhibitor orders and agrees to pay for them from the persons authorized to supply them in conformity with local government, insurance, and other requirements.

**14. Photography.** The Organizer reserves the photographic rights for the Exhibition. The Exhibitor shall apply to the Organizer for permission if it wishes to photograph its exhibit.

**15. Organizer rights.** Any matter not specifically covered by these rules shall be subject solely to the decision of the Organizer. The Organizer reserves the right to interpret, amend and enforce these regulations as it deems proper to assure the success of the exhibition. Any amendment of the rules by the Organizer, when duly noticed to the Exhibitor, shall become a part of these exhibition rules as though incorporated therein. The Exhibitor agrees to abide by the foregoing rules and amendments to them.