

APPLICATION CONTRACT



ROMEXPO S.A.
Bucharest – ROMANIA

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E-mail: expocosmetics@romexpo.ro



COSMETICS BEAUTY HAIR

29th of September - 2nd of October 2016
22nd edition

1/2

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

VAT number: _____

If you are not based in the EU, do you pay VAT? YES NO

Please provide a certificate of incorporation. Falling this requirement, VAT will be added to the invoice.

Are you interested in accessing the online platform for extra orders? Yes No

Product areas according with enclosed thematic (please fill in annex F2):

Products/Services exhibited: _____

Registration fee: **150 euro**

Minimum rented area: **6 sqm**

Standard stand built by ROMEXPO

Customized stand built by ROMEXPO

Own stand

Stand construction with a third party

Indoor area rent with:	Price	Surface
<input type="checkbox"/> 1 side open (row space) <input type="text"/>	87 euro/sqm	_____sqm
<input type="checkbox"/> 2 sides open (corner space) <input type="text"/>	90 euro/sqm	_____sqm
<input type="checkbox"/> 3 sides open (end space) <input type="text"/>	93 euro/sqm	_____sqm
<input type="checkbox"/> 4 sides open (island space) <input type="text"/>	97 euro/sqm	_____sqm

Standard stand construction:

Indoor **15 euro/sqm**

Outdoor **40 euro/sqm**

The fees do not include VAT

PREFERENTIAL RATES

● **5% discount** - for the 3rd consecutive participation at this event or for participating in the same year at 2 events organized by ROMEXPO.

● **5% discount** - for renting an interior space of more than 50 sqm.

● **5% discount** - for renting an outdoor space of more than 100 sqm.

NOTICE:

The preferential rates are valid only for renting unequipped space and may be cumulated.

SPACE RENTED (to be filled in by ROMEXPO)

Pavilion/ Platform	Stand no.	Surface (sqm)	Sizes	Project Coordinator

For additional details regarding the stand fill in the annexes F1, S1, S6, S7

EXHIBITOR
General Manager

ROMEXPO SA
General Manager

Full name, signature and stamp

Full name, signature and stamp

Date

Date

I agreed to receive through e-mail and SMS information about other events organized by ROMEXPO

Yes

No

NOTICE: it will be taken into account only the Application contracts entirely filled in.

ROMEXPO S.A.

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Bucharest – Romania

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E-mail: romexpo@romexpo.ro
Website: www.romexpo.ro

Vat number: RO 1555425; Registration: J40/14818/1991
Subscribed and paid in share capital: 30 425 680 Lei
IBAN code: RO29RNCB0067004778810003 (EUR)
BCR Dr. Felix Branch - Bucharest

cod F-13p-01, ver. 2

1. **Exhibitors, exhibits**
Are admitted as exhibitors manufacturers, importers, exporters, representatives, vendors that provide services and products that comply with the topics of the attended event. Exhibits must be summarized and assigned in groups of products in the F2 form. Products and services (copies, counterfeit etc.) that don't comply with regulations that protect industrial and intellectual property available in Romania, will not be admitted as exhibits at ROMEXPO. The exhibitor must obtain the permit provided by the law for the products and services presented. Selling products and services is allowed only according with the Romanian laws. The exhibitor is responsible for respecting the law.
Participation in fairs and exhibitions organized by ROMEXPO is based on Special Conditions and General and Technical Conditions that are part of this contract.
2. **Registration and participation**
 - 2.1. The exhibitor shall fill in and submit the Application Contract until the 1st of June 2016. After this date, applications will be received only if there is any available space left. Afterwards, Romexpo will send the location proposal, together with the proforma invoice. Depending on the technical possibilities, the assigned area and the exhibiting space configuration, the location proposal may suffer changes. The organizer reserves the right to refuse applications. The organizer will inform, in writing, until the 30th of June 2016 the final assigned space and corresponding proforma invoice.
 - 2.2. Space allocation will be made according to the pavilion's sectorization, requested area, fidelity and application date.
 - 2.3. If ROMEXPO cannot provide the required space it will provide alternatives. Area allocated by mutual agreement may vary to the one requested, or participation may be refused by the organizer.
 - 2.4. Registration fee includes: company registration in the official fair catalogue, 1 copy of the catalogue, online invitations for free access, general maintenance services, pedestrian passes, appearance in the list of exhibitors published on the website, introduction of the dates in our information system for visitors.
 - 2.5. Confirmation of exhibitor's rented space 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. If the exhibitor fails to pay 30% from the invoice within the date stipulated, the rental space reservation is annuled.
 - 2.7. Confirmation of the stand project by the exhibitor will be made within 5 days after the written notice sent by the organizer.
 - 2.8. ROMEXPO will not grant access to exhibitors within the allocated area if they have not fully paid the issued invoices.
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 rented space with standard stand construction according to art.2
 - 4.2 For customized stand construction: 30% within 10 days from the date of the project and price offer confirmation, and the remaining 70% within maximum 10 days before the beginning of the event. If the exhibitor does not pay the remaining 70% of the customized contracting stand, he will lose the 30% deposit paid and the stand construction will not be executed. Payment of the invoice stipulated in art. 4.1, 4.2 and 4.3 will be made by bank transfer before taking over the stand (in advance) in one of the following bank accounts:
 - BCR DR.FELIX BRANCH (EUR): RO29RNCB0067004778810003 SWIFT CODE RNCBROBU
 - ING BANK BUCHAREST (EUR) RO48INGB0001000190470718 SWIFT CODE INGBROBU
 The exhibitor will be able to use the stand only after the integrally payment has been confirmed.
 - 4.3 The payment for the services ordered during of the construction/ dismantling period and during the event is made at the cash desk only with credit card or cash.
The bank charges and commissions are on exhibitor's account.
5. **Program**
 - 5.1 Access program for exhibitors:
 - During the construction / development of the stands, 24.09.2016-28.09.2016, exhibitor's personnel access will be permitted daily between 8:30 a.m. and 8:00 p.m. for fitting with a third party or with own personnel. For fitting by ROMEXPO, the access will be permitted during 27.09.2016-28.09.2016 between 8:30 a.m. and 8:00 p.m. Removing the exhibits or stand dismantling may start on 02.10.2016, between 16.00-20.00, and from 03.10.2016-04.10.2016 between 8:30 a.m. and 8:00 p.m
 - During the exhibition, the access for the exhibitor's personnel will be permitted daily between 8:30 a.m. and 6:30 p.m., and between 8:30 a.m. to 8:00 p.m. on the 02.10.2016.
 - The exhibitors have the obligation to strictly respect the exhibition timetable and not to leave the rented stand unattended until the end of the event.
 - If a stand is unclaimed until 6:00 p.m. on 28.09.2016, the last day for construction, it will be allocated to other companies and ROMEXPO will consider that the exhibitor has canceled the participation.
 - Each exhibitor will receive, in accordance with the area allocated, pedestrian access cards for the whole period of the event. The exhibitor will also benefit of free of charge pedestrian passes during the construction and dismantling period.
 - On all access cards it will be mentioned the name of the exhibiting company. Cards are not transferable. ROMEXPO reserves all right to retain any card that is not used properly.
 - Exhibitor's cars have no access within the Exhibition Center during the fair and during construction and dismantling. The cars will be parked in the parking space provided to all exhibitors. During the construction and dismantling period only vehicles with merchandise for the exhibitors stand will have access to the pavilion or exhibition area. They will be evacuated from the area on the last day of the arrangement of the stands, no later than 8:00 p.m. These vehicles also have daily access to supply the stand during the exhibition from 6:00 p.m. to 6:30 p.m. to supply the stands. After this, they will have to leave the area.
 - 5.2 Access program for visitors:
 - Between 29.09.2016 and 01.10.2016 from 10:00 a.m. to 6:00 p.m.
 - In the last day, on the 02.10.2016, from 10:00 a.m. to 4:00 p.m.
6. **Co-exhibitors**
 - 6.1. Co-exhibitors are those firms represented in a stand with its own personnel and exhibits together with the main exhibitor.
 - 6.2 Participation of co-exhibiting companies is accepted after filling the F3 Form by the Exhibitor. Co-exhibitor has the same conditions as the main exhibitor. If co-exhibitor is not registered, the main exhibitor will pay a surcharge of 150 Euro + VAT/company compared to the rate in the form F3.
 - 6.3 In accordance with regulations admission, co-exhibitors may be introduced in the catalogue with their company information if the full rates related have been paid and required documents have been received by the specified deadline (see Form F3). For the participation of a co-exhibitor a registration charge of 150 EUR/co-exhibitor + VAT is to be paid.
This charge includes the following:
 - The introduction of co-exhibitor in the event catalogue
 - Introducing in the visitors information system
 - A free copy of the official catalogue of the exhibition
 - 2 free pedestrian access cards
7. **Advertising within the Exhibition Center**
 - 7.1 Exposure and distribution of leaflets and promotional materials is free within the surface rented by the exhibitor (own stand). This activity can be made outside the stand only by payment, by completing the S12 Form.
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 event.
 - 7.3 Advertising in optical media, mobile, sound (up to 60 dB) is allowed only if exhibitors do not bother neighbors and do not cover the sound of Pavilions (radio ads, etc.). In violations of these provisions, Romexpo reserves the right to interfere and stop the advertising transmission. Exhibitors will have to comply with the Provisions of Copyright.
8. **Security. Liability**
 - 8.1 Romexpo provides general daily security outside the pavilion and its outdoor area without being held responsible for the safety of products on display. Property and personal insurance is recommended. This can be done by specialized companies at the necessary fees.
- In case of any theft, the exhibitor must reclaim the incident at The Police Office. Exhibitor is responsible for the security of goods during the daily schedule, in accordance with art. 5.1.
- 8.2 Exhibitors will comply with fire prevention laws, laws that help prevent work accidents and those referring to possible damages caused on the territory of Romexpo Exhibition Center by visitors or exhibitors, according to the Romanian Civil Code and General and Technical Conditions. Smoking within indoor areas is strictly prohibited. Smoking is permitted only in specially designated outdoor areas.
9. **Intern authority**
 - 9.1 Romexpo has full authority on the exhibitions held in the Exhibition Center, from the beginning of construction period until the end of dismantling period. Romexpo reserves the right to issue instructions. Romexpo reserves the right to make audio/video records within the exhibition area, in order to be used for promotion purposes.
10. **Force Majeure**
 - 10.1 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. 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.
 - 10.2 Termination of a force majeure event, confirmed by the Chamber of Commerce and Industry of Romania, will be immediately communicated to the interested party.
 - 10.3 Parties undertake to make all possible efforts to limit the temporal effects of force majeure. A trade 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.
11. **Litigation**
 - 11.1 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 no. 328 from 06.05.2014, Part I.
The parties undertake to carry out the court's decision which is final and binding.
These Special Conditions are to be completed with the Technical and General Conditions of Fairs and Exhibitions Center, 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. At this Application Contract will be added the F1-F5 Annexes and S1-S17 Forms, that are part of the present contract