

## **Exhibitor's Contract**

between

GSI Helmholtzzentrum für Schwerionenforschung GmbH  
Planckstraße 1, 64291 Darmstadt  
("intermediary" in the following)

and

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(„exhibitor“ in the following)

### **Preamble**

This contract is designed to realise an exhibition hosted by European Spallation Source ERIC, Reg. No. 768200-0018 (hereafter "ESS") on the premises of Medicon Village in Lund, Sweden in order to display products/brands/services offered by the exhibitor. The intermediary has agreed to facilitate said event by taking care of certain practical matters in connection thereto on behalf of ESS, including entering into this contract with the exhibitor.

### **§ 1 Place and date of exhibition**

The exhibition shall be held on the premises assigned by ESS. ESS will determine the precise place of the exhibition, according to the local conditions and subject to any requirements of Medicon Village. The size of the area required for the exhibition shall be agreed upon with ESS and ESS will determine the exact placement of booth in the exhibition hall.

The date of the exhibition will be 7-8 October 2019.

The intermediary shall be entitled to change the date and time for the event and the exhibition at its discretion (as instructed by ESS). This shall be communicated to the exhibitor in writing, preferably by e-mail). The exhibitor cannot claim damages on the grounds of such change. Only limited capacities can be offered per exhibition date.

### **§ 2 Construction and dismantling**

Construction shall be done by the exhibitor on the exhibition day one hour before the exhibition starts. Dismantling shall be done by the exhibitor within one hour after the end of the exhibition. The exhibitor shall be responsible for restoring the site of exhibition after dismantling of the stand, so that no traces of glue and the like are left.

### **§ 3 Access to the premises**

The intermediary shall give access to the exhibition site. Representatives of the exhibitor undertake to identify themselves at the exhibition site and to comply with any security or other practical requirements or instructions of Medicon Village related to the exhibition site. In case the exhibitor and its representatives do not adhere to these obligations, the intermediary or ESS shall be entitled to expel such representatives from the premises immediately.

### **§ 4 Exhibition flat-rate**

The exhibitor shall be charged an exhibition flat-rate in the amount of (relevant box to be ticked):

#### Members of the cryogenic society of Europe

EUR 700 (excl. VAT) for Gold sponsor

EUR 250 (excl. VAT) for Silver sponsor

#### Non-Members of the cryogenic society of Europe

EUR 900 (excl. VAT) for Gold sponsor

EUR 350 (excl. VAT) for Silver sponsor

, each by the intermediary for costs incurred. The exhibition fee shall be payable immediately after signing of this contract and against an invoice to be submitted by the intermediary to the exhibitor.

In case of the exhibitor's withdrawal from the contract, a lump-sum in the amount of € 250 will become due. If the withdrawal occurs not earlier than three days in advance of the exhibition date, the exhibition fee will be charged in full amount. A withdrawal must be submitted in writing by the exhibitor.

### **§ 5 Presentation of the exhibitor**

The exhibitor wishes to present the following products/brands/services: (a list is compulsory)

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The presentation procedures, as well as all presentations, especially demonstrations, are to be coordinated with ESS. Changes of presentations might be effected by ESS. Any changes planned by the exhibitor must be agreed upon in advance with ESS and the intermediary.

The intermediary or ESS will not be liable for the stand or any objects to be displayed, in particular not for theft of the exhibitor's products and materials displayed. The exhibitor shall be obliged to take care of the stand before, during, and after the exhibition and may not raise any claims in this regard on either ESS or the intermediary.

## **§ 6 Technical equipment**

The intermediary undertakes to ensure that ESS provides the technical equipment required for any presentation of the exhibitor, provided that such technical equipment required have been agreed upon with ESS in advance. If any technical equipment should not be available, the intermediary reserves the right to change the scope of the presentation.

## **§ 7 Video recordings and photo shots**

The exhibitor acknowledges and agrees that the exhibition may be videorecorded and photographed. The exhibitor grants the intermediary and ESS exclusive rights to any such material, which the intermediary and ESS may use at their discretion. The exhibitor may also record videos and take photos. In case the exhibitor intends to make public use of such material, the exhibitor shall first ask ESS and the intermediary for acceptance (which shall not be unreasonably withheld).

## **§ 8 Measures for marketing**

The exhibitor shall provide ESS and the intermediary with a short profile of the exhibitor as well as a company logo for marketing measures in order to enable ESS and the intermediary to promote the exhibition event. Promotion shall be done by means of posters and similar advertising material, as well as on the ESS' and intermediary's website.

## **§ 9 Event documentation**

The exhibitor shall grant the intermediary and ESS the right of use in order to be able to distribute the documentation to the employees of GSI GmbH and FAIR GmbH.

## **§ 10 Written form for amendments or additions**

Any modifications or additions to this contract must be in writing. The requirement for written form can only be dispensed with by means of a written declaration by both parties (incl. fax or e-mail).

## **§ 11 Final provisions**

Place of jurisdiction shall be Darmstadt.

Name of exhibitor: \_\_\_\_\_

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Date

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Date

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Name in capital letters

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Name in capital letters

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Signature

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For GSI

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Date

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