# **APPLICATION CONTRACT**



# **TIBCO**





# ROMEXPO S.A. Bucharest - ROmANIA

Fax: +40 21 207 70 70 E-mail: tibco@romexpo.ro

# 16th - 19th May 2024 39<sup>th</sup> edition

Deadline for registration: 28.03.2024

Company				mobile (of the contact person)			
Multinational □ YES □ NO				Contact person (e-mail)			
Address				Phone/Fax			
				Company	y e-mail		
ZIP Code				Website			
City				General manager			
Country				— Fiscal Code			
Contact person				VAT number / Registration No.			
VAT number:							
	ased in the EU, of a certificate of in			. — -	□ NO added to the invoice.		
Are you interes	sted in accessir	ng the online pla	atform for extra	a orders?	Yes No		
Product areas according with enclosed thematic (please fill in annex F2):							
Products/Services exhibited:							
Registration fee: 125 euro							
Minimum rente	ed area: 9 sqm						
Standard stand built by ROmExPO Customized stand built by ROmExPO Own stand Stand construction with a third party							
Indoor area rent with: Price Sur				Surface	PREFFERENTIAL RATES		
☐ 1 side open (row space) ☐ 51 euro/sqmsqm ● 5% discount - for the 3 <sup>rd</sup> consecutive							
2 sides open (corner space) 56 euro/sqm				sqn	participation at this event or for participating in		
the same year at 2 events organize  3 sides open (end space)  61 euro/sqmsqm ROmExPO.							
4 sides open (island space) 66 euro/sqm sqm 5% discount - for renting an interior space							
Outdoor area rent 28 euro/sqm			uro/sqm	sqm	more than 50 sqm.  • 5% discount - for renting an outdoor space of		
Renting Standard stand construction: Outdoor 47 euro/sqm							
Outdoor standard tent 5x5x2,					M 47 euro/sqm   NOTICE:		
☐ Indoor 30 euro/sqm ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐					The preferential rates are valid only for renting unequipped space and may be cumulated.		
The fees do no	t include VAT				unequipped space and may be cumulated.		
SPACE REN	TED (to be fi	lled in by RC	MEXPO)				
Pavilion/	Stand no.	Surface	Sizes	Project			
Platform		(sqm)		Coordinator	For additional details regarding the stand fill in the annexes F1, S1, S6, S7		
					PO SA e Manager		
Full name, signatu	ure and stamp			Full name	e, signature and stamp		
Date				Date	Date		
Do you agree to red	ceive by e-mail or sm	s informations about	t the services, the ev	vents and the trade fa	airs organized by Romexpo S.A.? Yes No		
NOTICE: it will	be taken into a	ccount only the	Application of	contracts entire	ly filled in.		

- 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 provided interesting for exhibits. assigned in groups of products in the F2
- Torm.

  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 spikities.
- industrial and intellectual property protection of their exhibits.

  The exhibits 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 low, 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 romanian raws. The exhibitor is responsible for the truthfulness of the information supplied and the actions taken, as well as for compliance with the Romanian low. No illegal or special treatment items/goods are allowed.

  If the exhibitors are participants, producers/sellers/goundings
- In 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 within ROMEXPO Exhibition Centre:

Centre:

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

Participation in fairs and exhibitions

compliant with quality certificates, observing the applicable regulations Participation in fairs and exhibitions organized by ROMEXPO 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/. The exhibits and/or any other materials necessary for the exhibitor during the exhibition will be sent exclusively on behalf of the main exhibitor inscribed at the event, clearly mentioning the location - Hall/Stand no. and all the details of the correspondence. Romexpo is not responsable for the receipt, taking over or guarding the exhibitor's items, not being the recipient. The exhibitor is solely responsible for the merchandise sent and/or received by correspondence during the event, on the spot (address Romexpo Exhibition Center), and undertakes to have a representative at the time of delivery and/or pickup of parcels/exhibits/materials, without being able to issue any claim to Romexpo.

Registration and participation
The exhibitor shall fill in and submit the Application Contract until the 28.03.2024. After this date, applications will be deceived only if there is any available space left. Afterwards, ROMEXPO will send space Teft. 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 05.04.2024 the final assigned space and corresponding proforma invoice. proforma invoice.

Space allocation will be made according to

Space allocation will be made according to the pavilion's sectorization, requested area, fidelity and application date, and exhibitors must observe the space that is assigned to each of them. 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, if it deems such measure to be necessary and useful for the purposes of the event. Exhibitors shall observe the space assigned and contracted, without exceeding its limits. Registration fee includes: company registration in the on line fair 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. Confirmation of exhibitor's rented space will be the payment of 30% of the invoice within the date stipulated and informite

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. If the exhibitor fails to pay 30% from the invoice within the date stipulated, the rental space reservation is annulled. Confirmation of the stand project by the exhibitor will be made within 5 days after the written notice sent by the organizer. The exhibitor has the obligation to take the rented space and the equipment by signing

2.7

2.8

2.9 The exhibitor has the obligation to take the rented space and the equipment by signing a report, and to deliver them back at the end of the exhibition in the same good conditions. In case of any damages, these will be mentioned in the report, signed by both parties. The exhibitor undertakes the payment of their value, based on the invoice issued by ROMEXPO.

For additional services, the Exhibitor fill in the order forms, posted on the exhibition's website, these forms being part of the Application Contract, and such additional services will be provided for a fee as far as possible.

services will be provided for a fee as far as possible.

ROMEXPO will not grant access to exhibitors within the allocated area if they have not fully paid the issued invoices. Exhibitors undertake that their activity will not, in any way, affect or block the common spaces within the ROMEXPO Exhibition Centre.

In order to obtain entry visa to Romania, Romexpo SA
- is not in any way involved in the visa formalities and issuing the letters to the National Immigration Office/National Visa Center;

no commitment to complete a letter of - no commitment to complete a letter or guarantee that results will ensure that the costs of removal, where company representatives do not leave Romania until the date on which ceases stay right established through visa;

- if they will not receive a visa, return of money paid will be made only pursuant to the terms of the General Conditions of Participation and Technical, part of the Application Contract.

### Withdrawal from the fair 3.

If after concluding the contract and the payment the exhibitor cancels participation

30% of the total paid amount will be retained if exhibitor cancels within 60-45 days before the fair's opening;

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

terms.

Terms and payment
For rented space with standard stand construction according to art.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

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 account: BCR DR.FELIX BRANCH RO29RNCB0067004778810003 SWIFT CODE RNCBROBU (EUR):

ING BANK BUCHAREST RO48INGB0001000190470718 CODE INGBROBU The exhibitor will be (EUR) \$WIF1 The exhibitor will be able to use the stand

only after the integrally payment has been The payment for the services ordered during 4.5 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.

# Program

Access program for exhibitors:
During the construction / development of the stands, 15.05.2024, exhibitor's stands, 15.05.2024, exhibitor's personnel access will be permitted daily between 8:00 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 permited during 15.05.2024 between 8:00 a.m. and 8:00 p.m. Removing the exhibits or stand dismantling may start on 19.05.2023, between 16.00-20.00, and from 20.05.2024 between 8:00 a.m. and 8:00 p.m.

p.m During the exhibition, the access for the exhibitor's personnel will be permitted daily between 8:00 a.m. and 6:30 p.m., and between 8:00 a.m. to 8:00 p.m. on the

19.05.2024. 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 15.05.2024, 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 rights to retain any card that is not used

properly.

Exhibitor's cars have no access within the 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 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.

# Access program for visitors:

- Between 16-18.05.2024 from 10:00 a.m. to 6:00 p.m.
- In the last day, on the 19.05.2024, from 10:00 a.m. to 4:00 p.m.

Sublease
The exhibitor can conclude a sublease with another person or company, named co-exhibitor that will exhibit in the same space as the exhibitor, with its own exhibits and

The exhibitor has to inform the co-exhibitor about the general conditions and technical participation valid in Romexpo Exhibition 6.2 Center, and the special conditions of

participation.
The exhibitor is responsible for fulfilling the obligations stipulated in the technical conditions for participation in Romexpo Exhibitions Center by the co-exhibitor. The failure of the co-exhibitor to fulfill the obligations stipulated in the technical conditions for participation in the Romexpo Exhibition Centre attracts the exhibitor obligation to pay damages to ROMEXPO for the caused damage.

the caused damage.

The exhibitor has the obligation to register co-exhibitors filling in the F3 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 Exhibition Centre, as well as these special conditions of participation.

Co-exhibitor has the same conditions as the main exhibitor. If co-exhibitor is not registered, the main exhibitor will pay a surcharge of 125 Euro + VAT/company 6.5 compared to the rate in the form F3.

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 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 125 EUR/co-exhibitor

+ VAT is to be paid.

This charge includes the following:
The introduction of co-exhibitor in the event

online catalogue Introducing in the visitors information

2 free pedestrian access cards

Advertising within the Exhibition Center 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 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.

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.

Advertising in optical media, mobile, sound (up to 55 dB at the most) 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, and the exhibitor undertakes to indemnify ROmExPO for any damage caused as a result of its failure to comply with the legal provisions on limit values of noise indicators

and environmental protection.

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

booth are allowed with the prior agreement of Romexpo, only if it does not disturb the neighboring exhibitors, does not cover the sound from the pavilions (radio announcements etc.) and also only if it appears to the major and also only if it is the major and also only if it is appeared. respects the maximum admissible limits (max.55 dB). Otherwise, ROmExPO reserves the right to intervene and to stop the event organization, disconnection of the power supply. including

**Security. Liability**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.

8.2

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. 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 8.5 specially designated outdoor areas.

Insurance / Liability

ROmExPO has no obligation to exercise proper care of Exhibitor's products, objects (machinery, etc.) and personnel. Exhibitor/Co-exhibitor is fully responsible for its exhibits, materials and equipment, during the mounting, dismounting and also the

the mounting, distributing and also the exhibition period.

The exhibitor/Co-exhibitor will be the only responsible for the integrity of the goods transported throughout the handling and transport; any deficiencies/damage will be repaired at their expense.

It is excluded any liability for damage produced by organizer to the exhibitor or co-exhibitor, during the mounting, dismounting and also the exhibition period. It is not excluded ROmEx PO's liability for damages caused intentionally or due to gross negligence.

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.

ROMEXPO recommend property insurance or personal insurance. This can be done by specialized companies, paying

ROmExPO is exempt from liability for any 9.5 potential interruptions in power, heat or water supply for reasons attributable to the respective utility service providers (ELECTRICA, ENEL, APANOVA, RADET, etc.)

# **10.** 10.1

Intern authority
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 authority to the support to the make authority to the make autho to make audio/video records within the exhibition area, in order to be used for promotion purposes and, to deny participation or to even evacuate any space if it deems this to be necessary and useful for the purposes of the activity conducted.

### Force Majeure

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.

Termination of a force majeure event, confirmed by the Chamber of Commerce and Industry of Romania, will be immediately communicated to the interested party.

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.

# **Termination of Contract**

This contract terminates in any of the following cases, with no other formalities:

on expiry of the contract, unless the parties decide in writing to extend it; at the request of either party, unable to

perform his duties:

by mutual writing agreement; in the case of force majeure, longer than one day, which prevent achieving the object of the contract, unless the parties agree otherwise:

if either party fail to fulfill its obligations and

more than 2 (two) days; 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.

# Addendum to the contract

modification of this contract is signed only by written addendum between contracting parties.

# Litigation

Any dispute arising from or in connection to 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 Commercial Arbitration, published in the Official Journal of Romania, Part I.

# Miscellaneous

15.1 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 stems of value added tax.

systems of value added tax. 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 full authority to sign this Contract and to perform the obligations hereunder. If any of perform the obligations nereunder. 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 F1-F6 Annexes and S1-S17 Forms that are part of the present contract.