

The undersigned,

COMPANY DETAILS

Company name:			
Division:			
Address:			
Postal code:		City:	
Country:		Tel.:	
Contact person:	M / F	Job title:	
Department:			
Email:		Tel. direct:	

STAND SPACE & URL LINK

Company rents.....m² stand space, including package standard stand construction

at EURO 400.00 per m² - booked + fully paid before 1 February 2022
at EURO 435.00 per m² - booked after 1 February 2022

Additional mandatory fees per exhibitor:

- ◆ handling fee: EURO 510.00
- ◆ electricity connection 2 kW, incl. consumption + 2 sockets: EURO 285.00

Company orders:

URL link from the exhibitors list on the conference website to the company's website at EURO 195.00

URL:

Local Agent/distributor (co-exhibitor) at the stand at EURO 800.00:

PREFERRED STAND LOCATION

1st choice	2nd choice	3rd choice	4th choice

Allocation of stand location on 'first come, first served' basis upon receipt of this form + payment of fees.

Exhibit Application Form

ADDITIONAL INFORMATION

Main products/services on display at the exhibition:	
List exhibitor(s) you would not like in close proximity to your stand location:	

INVOICING DETAILS

Company name:			
Division:			
VAT number:			
Purchase order # (if applicable):			
Address:			
Postal code:		City:	
Country:		Tel.:	
Contact person:	M / F	Job title:	
Department:			
Email:		Tel. direct:	

Exhibit Application Form

CONDITIONS OF PAYMENT

Stand space and additional fees are payable as follows:

- ◆ bookings at the early stand space fee - booked and fully paid before 1 February 2022:
 - 50% upon application for stand space
 - 50% before 1 February 2022
- ◆ bookings at the late stand space fee - booked after 1 February 2022:
 - 100% upon application for stand space

Rose International will issue an invoice, with full bank details, for each instalment. Re-issue of an invoice incurs an administration fee.

Bank costs should be paid by/reversed to exhibitor.

Other important payment conditions: see Invitation to Exhibit and General Conditions (next pages).

VAT

All fees are excluding VAT. Details on VAT are available in the Invitation to Exhibit. VAT will be specified on all invoices.

GENERAL CONDITIONS

By signing this Exhibit Application Form, we, the applicant, accept as binding the General Conditions of Rose International, The Hague, the Netherlands. The General Conditions are printed on the next page.

SIGNATURE

▶ *Place and date:*

▶ *Name + job title of person who signs this form*

(person is supposed to be authorised to sign on behalf of the company):

▶ *Signature and company stamp:*

▶ *E-mail a pdf copy of this form, to:*

ROSE INTERNATIONAL
Exhibition Management & Congress Consultancy bv

E-mail: fvanlaer@rose-international.com

Your contact Flora van Laer
Telephone +31 70 383 8901

GENERAL CONDITIONS

These General Conditions apply to all offers, quotations and invitations from ROSE INTERNATIONAL, Exhibition Management & Congress Consultancy bv (KvK Den Haag 27152295), van Imhoffstraat 20, P.O. Box 93260, 2509 AG The Hague, the Netherlands ("ROSE INTERNATIONAL"), to exhibit and/or to sponsor, to all applications submitted by a company who is interested in exhibiting at and/or sponsoring an Event organised by ROSE INTERNATIONAL (the "Company") and to all agreements concluded between ROSE INTERNATIONAL and the Company.

The Events organised by ROSE INTERNATIONAL, hereinafter referred to in these General Conditions as the "Event", form an integral part of an international or national Conference being held anywhere in the world. The relevant Conference is hereinafter referred to in these General Conditions as the "Conference".

1. APPLICATION TO EXHIBIT AND/OR SPONSOR AND CONCLUSION OF AGREEMENTS

- 1.1. All offers, quotations and invitations to exhibit at and/or sponsor an Event organized by ROSE INTERNATIONAL, whether verbal or in writing, do not entail any obligation for ROSE INTERNATIONAL and do not bind it.
- 1.2. An agreement between ROSE INTERNATIONAL and the Company (the "Agreement") is concluded if, and as soon as, the Company has submitted a fully completed and signed application form, as included in ROSE INTERNATIONAL's invitation to exhibit at and/or sponsor the relevant Event.
- 1.3. By completing and signing the application form, the Company also declares itself to be familiar with and to adhere to the objectives of the Conference of which the Event is an integral part.
- 1.4. The person who signs the application form is considered to have full authority to do so on behalf of the Company. The Company cannot appeal to ROSE INTERNATIONAL on grounds of any lack of authority on the part of the signatory or on the ground that the application form was not fully completed or contains errors.
- 1.5. ROSE INTERNATIONAL has the authority to one-sidedly amend the original floor plan and will do so – amongst others – when not all stand locations have been sold or in case the venue has dictated new conditions with regard to for example width of aisles.

2. EXHIBITORS MANUAL & STAND DESIGN

- 2.1. In good time before the start of the Event, the Company will be sent the relevant "Exhibitors Manual," covering technical details, time schedules, services, rules & regulations and other important information in regards of the Event for which the Company has registered. The provisions contained in the Exhibitors Manual, together with these General Conditions, form part of the Agreement between the parties. Should the General Conditions and the Exhibitors Manual be inconsistent in any given case, the provisions in the Exhibitors Manual will prevail.
- 2.2. If applicable, a design for the stand of the Company, in the form of a clear scaled drawing with measurements in cm, should be submitted to ROSE INTERNATIONAL prior to the date stated in this regard in the Exhibitors Manual. The design must meet the requirements in regards of design stands as per the Exhibitors Manual.

3. OBLIGATIONS OF THE COMPANY IN RESPECT OF THE STAND

- 3.1. The Company is obliged to comply with the instructions given by, or on behalf of, ROSE INTERNATIONAL, the fire service, officials of the venue where the Event is held and other authorities.
- 3.2. The Company is responsible for the maintenance of order and safety regarding the construction, layout and design of its stand, advertising on its stand, the products or objects to be exhibited as well as decorations to the stand.
- 3.3. The Company is obliged to observe the schedules set out in the Exhibitors Manual for the construction and dismantling of his stand, as well as the schedule for the days on which its stand will be open to Conference participants.
- 3.4. The Company is obliged to ensure that the stand is permanently staffed during the exhibition opening hours as per the schedule in the Exhibitor Manual.
- 3.5. The Company is not permitted to make all or part of the stand he has been allocated available to third parties. Exceptions to this rule can be made for co-exhibitors if the co-exhibitor application has been approved in advance in writing by ROSE INTERNATIONAL. The Company will be held responsible for his co-exhibitor staff in regards of compliance with these General Conditions and all stipulations in the Exhibitors Manual.
- 3.6. The presentation of products, services, advertising material etc. by the Company may only take place within the allocated stand space.
- 3.7. The use of light, flammable materials, the use of fire and the use of heaters in or on the stand is permitted only with ROSE INTERNATIONAL's prior written consent, in accordance with the fire regulations of the Conference venue. The Exhibitors Manual may provide additional requirements with respect to permitted materials, which must be adhered to by the Company.
- 3.8. No use may be made of amplification equipment on the stand to e.g. attract the attention of the Conference participants, for presentations on the stand etc. ROSE INTERNATIONAL's prior written permission is required for exemption from this rule.
- 3.9. The provision of refreshments on the stand is only permitted if the catering regulations of the venue of the Conference are observed.

- 3.10. After dismantling of the stand at the end of the exhibition, the Company is obliged to leave the stand space made available to him in its original condition. If ROSE INTERNATIONAL or the venue, in its discretion, considers it necessary to take steps to restore it to its original state, the costs incurred will be borne by the Company.

4. OBLIGATIONS OF THE COMPANY IN RESPECT OF PRODUCTS

- 4.1. The Company may only promote, demonstrate, or show products and services on the stand as specified on the exhibit application form, as referred to in section 1.2.
- 4.2. Products and services promoted at the Event, must be of professional interest to the Conference participants.

5. HOSPITALITY ROOMS

- 5.1. Companies exhibiting at and/or sponsoring the Event have the exclusive right to reserve one of the hospitality rooms made available by ROSE INTERNATIONAL.
- 5.2. If the Company cancels its exhibit space and/or sponsoring of the Event in accordance with section 7, the reservation of a Hospitality Room will be automatically cancelled as well. Confirmed fees for hospitality rooms remain payable in full under all circumstances (see section 7.2).
- 5.3. The Company is not allowed to make room reservations directly with the venue, for whatever purposes.

6. PAYMENT AND INVOICING

- 6.1. Payment is to be made in accordance with the conditions of payment as per the application form and the invitation to exhibit and/or sponsor, as referred to in section 1.2. Payment must be made without any discount, deduction or offset.
- 6.2. Bank charges on payments, both sender's and receiver's charges, will under all circumstances be for account of the Company. The same rule applies if a refund is being made due to cancellation for any reason, reduction of exhibit space or other reason, e.g. excess payment made by the Company.
- 6.3. If the Company fails to pay an invoice on time or in full, it is in default immediately without any notice of default being required and statutory commercial interest (article 6:119a Dutch Civil Code) will be charged to the Company. Moreover, the Company is liable for any legal and non-legal expenses ROSE INTERNATIONAL may incur in the collection of these sums.
- 6.4. Invoices will be addressed according to the invoicing details provided by the Company on the application form. If the Company requests a change of e.g. invoicing address or other detail, an administration fee will be charged to the Company. The amount of the administration fee will be announced in the Invitation and/or Sponsor Programme or equivalent.

- 6.5. Complaints concerning an invoice must be made in writing and must be received by ROSE INTERNATIONAL within 14 days after the invoice date. After this term has expired, the Company is deemed to have accepted the invoice. A complaint as referred to in this subparagraph does not suspend the Company's payment obligation. In the event the complaint is justified, ROSE INTERNATIONAL will, if applicable, credit the relevant amount to the Company.

7. CANCELLATION AND CHANGES

- 7.1. If (i) an agreed sponsor item is not available, (ii) the stand space does not fulfil the requirements as indicated on the application form and/or (iii) none of the preferred stand locations as indicated by the Company on the application form is available, ROSE INTERNATIONAL and the Company will consult with each other to find a solution satisfactory to both parties. If no such solution is found (to be determined at the discretion of each party), both parties have the right to immediately cancel the Agreement and the Company's participation in the Event by written notice without any party being liable in any way to the other party for any loss, damage, costs and interest. Any payments already made to ROSE INTERNATIONAL, will be refunded to the Company.

- 7.2. The Company may request in writing full or partial cancellation of his stand space or sponsoring item(s). Only cancellations confirmed by ROSE INTERNATIONAL in writing will be accepted and the following cancellation fees will apply to the cancelled space (m²) and/or sponsoring item(s):

- If the cancellation takes place at least 180 calendar days before the first Event day, 50% of the confirmed fees is payable by the Company.
- If the cancellation takes place between 120 and 180 calendar days before the first Event day, 75% of the confirmed fees is payable by the Company.
- If the cancellation takes place within 120 calendar days before the first Event day, the confirmed fees are payable in full by the Company.
- Above cancellation fees do not apply to corporate satellite room rental and AV package fees, and hospitality room rentals. These fees remain payable in full. Services ordered by the Company directly from the venue for the stand, a corporate satellite or hospitality room are subject to the cancellation policy of the venue.

- 7.3. Changes of dates, times, location or concept of the Event and/or the Conference, or changes of the stand space allocated to the Company, the design and size of the Company's stand, the Company's stand location or sponsorship items may be dictated by the Board of the Society/Association under whose umbrella the Conference is being organised. ROSE INTERNATIONAL will communicate such changes to the Company. The Company must adhere to the changes and is not entitled to terminate the Agreement, to cancel his participation in the Event or to any other (legal) rights (such as a right to claim damages). Agreed fees remain payable in full.

GENERAL CONDITIONS

- 7.4. If a Company has not taken up the allocated stand space in due time as indicated in the Exhibitors Manual or if it is clear prior to this time that the Company will not be taking up his stand space, this space may be made available by ROSE INTERNATIONAL to other companies without notice. In such cases, the agreed fees remain payable in full and the Company is not entitled to any legal right, including any right to claim compensation of any kind.
- 8. TERMINATION**
- 8.1. If and as soon as:
- (i) the Company fails to meet one or more of its obligations under these General Conditions (including, without limitation, the obligations set out in section 3, 4 and 12) or any agreement with ROSE INTERNATIONAL (including any payment obligations), in time, in full, properly or at all;
 - (ii) a force majeure situation, as set out in section 11.1, occurs; or
 - (iii) the Company is declared bankrupt, requests or obtains a moratorium or a suspension of payment or otherwise loses or has lost his capacity to dispose of (parts of) his property or the Company (partly) ceases to continue its business,
- ROSE INTERNATIONAL will be entitled to immediately terminate (in Dutch: *opzeggen*) the Agreement in full or in part (at its discretion) by way of a written notification, without any prior notice of default or any court intervention being required and without being liable in any way to the Company for any loss, damage, costs and interest and notwithstanding any legal right of ROSE INTERNATIONAL, such as its right to claim full compensation of damage.
- 8.2. The right of the Company to dissolve (in Dutch: *ontbinden*) the Agreement pursuant to article 6:265 Dutch Civil Code is excluded.
- 9. REMOVAL OF COMPANY AND ITS STAND FROM THE VENUE**
- 9.1. During the Event and the Conference, at ROSE INTERNATIONAL 's first demand, the Company is obliged to comply with the obligations resting with him under these General Conditions (in particular, but not limited to, section 3 and 4) or any agreement with ROSE INTERNATIONAL, as well as with the instructions of ROSE INTERNATIONAL or officials responsible for the maintenance of order and safety of the Event and/or the Conference. If the Company does not comply with any of said demands or instructions (to be determined at the discretion of ROSE INTERNATIONAL) or if ROSE INTERNATIONAL terminates the Agreement in accordance with section 8.1, ROSE INTERNATIONAL may demand that the Company closes his stand and/or terminates his sponsoring activity within an hour and leaves the venue where the Event is held. The Company is excluded from taking part in and attending the Event for the entire remainder of its duration. The Company is obliged to pay any and all costs in connection with the removal of the Company and its staff from the venue and with bringing the stand space made available to the Company back in its original condition, notwithstanding any other (legal) right of ROSE INTERNATIONAL, such as its right to claim full compensation of damage. The Company may not claim a refund for the period during which he is not allowed to participate in the Event, nor can he make any claim for compensation of damage.
- 9.2. In case the Company has not removed his stand and/or exhibits at the end of the exhibition break-down schedule in accordance with these General Conditions and/or the Exhibition Manual, ROSE INTERNATIONAL is entitled to dismantle the stand, bring the stand space made available to the Company back in its original condition and to have the stand and the Company's properties stored at the Company's expense. ROSE INTERNATIONAL may retain these properties as security for all fees payable by the Company to ROSE INTERNATIONAL or to its suppliers as a result of the Company's failure to comply with his obligations until the moment the Company has fully fulfilled its financial obligations towards ROSE INTERNATIONAL and its suppliers. If the amount payable to ROSE INTERNATIONAL has not been settled within 30 days of the Company's stand and/or goods being stored, ROSE INTERNATIONAL is hereby explicitly authorized by the Company to dispose of the goods by public or private sale. After deduction of all debts payable to ROSE INTERNATIONAL and its suppliers, including costs incurred, damage suffered and any fines imposed, the balance will be paid to the Company. If the actual costs exceed the amount generated by the sale of the goods, the Company will be bound to pay the remaining amount.
- 10. LIABILITY**
- 10.1. The Company takes part in the Event entirely at his own risk. The Company indemnifies ROSE INTERNATIONAL against all costs and damage (including third party claims) incurred by ROSE INTERNATIONAL in connection with the Company's participation in the Event, any infringement by the Company of a third party's intellectual property rights, or with any failure by the Company to comply with its obligations under these General Conditions (including, without limitation, section 3, 4 and 12) or an agreement with ROSE INTERNATIONAL.
- 10.2. The Company is obliged to take out adequate insurance for all normal commercial risks and in respect of any potential liability it may incur in connection with the Agreement and its participation in the Event, with a financially sound and reputable insurer, at its own costs. If so requested by ROSE INTERNATIONAL or the venue where the Conference will be held, the Company must submit proof of such insurance.
- 10.3. ROSE INTERNATIONAL accepts no responsibility whatsoever for damage or costs incurred by the Company as a result of his presence at or participation in the Event, including loss of, or damage to, the Company's goods.
- 10.4. The liability of ROSE INTERNATIONAL for any attributable breach of its obligations under the Agreement is limited to the amount actually paid out by ROSE INTERNATIONAL's insurer in relation to such breach. If no amount is paid out by ROSE INTERNATIONAL's insurer, ROSE INTERNATIONAL's liability is limited to the amount received from the Company under the Agreement. ROSE INTERNATIONAL cannot be held liable on any other legal ground, including, without limitation, for an unlawful act against the Company, except where ROSE INTERNATIONAL's liability results from intent or deliberate recklessness of the directors of ROSE INTERNATIONAL or of executive officers forming part of the management. Under no circumstances can ROSE INTERNATIONAL be held liable for consequential loss, indirect damage, loss of profits and sales, lost savings and reputation damage.
- 11. FORCE MAJEURE**
- 11.1. If performance of the Agreement by ROSE INTERNATIONAL is fully or partly, permanently or temporarily prevented by a circumstance beyond ROSE INTERNATIONAL's reasonable control – even if such circumstance could already have been foreseen at the time of entering into the Agreement –, including, without limitation: a pandemic, natural disaster, strikes, riots, governmental actions and measures, a decision by the Board of the Society/Association under whose umbrella/responsibility the Conference is being held (including a decision resulting in cancellation of the Conference and/or the Event), ROSE INTERNATIONAL cannot be held liable for such failure to perform its obligations.
- 11.2. If the Event is cancelled due to circumstances beyond ROSE INTERNATIONAL's reasonable control, as set out in section 11.1, ROSE INTERNATIONAL will reimburse payments received from the Company less a maximum of 15% of confirmed fees for costs incurred by ROSE INTERNATIONAL while preparing the Event, cancellation fees of the venue and suppliers and other costs already incurred and/or connected with the cancellation. In such case, the Company is not entitled to claim compensation of any kind and agreed fees remain payable in full.
- 12. COMPLIANCE WITH INDUSTRY REGULATIONS, TRADEMARKS AND COPY RIGHTS**
- 12.1. The Company declares that it will comply with all applicable legislation, regulations, standards and codes of practice of applicable international and national organisations of the relevant industry, such as but not limited to EFPIA, MedTech Europe, IFPMA .
- 12.2. The Company warrants that it does not infringe any third-party rights, such as trademark and copy rights.
- 13. AMENDMENT OF THE GENERAL CONDITIONS**
- 13.1. ROSE INTERNATIONAL may at its discretion amend or supplement these General Conditions at any time. ROSE INTERNATIONAL will give the Company notice of any such amendments and will provide the Company with the new version of the General Conditions, which will apply 5 calendar days after said notification.
- 14. MISCELLANEOUS**
- 14.1. The invalidity, invalidation or ineffectiveness of one of the provisions contained in these General Conditions does not affect the validity of the remaining provisions. In the event that one or more provisions are/become invalid, invalidated or ineffective, ROSE INTERNATIONAL and the Company will record replacement provisions which are valid and which most closely match the content and purport of the invalid, invalidated or ineffective provision.
- 14.2. The Company's rights and obligations under the Agreement are non-transferable.
- 15. APPLICABLE LAW AND DISPUTE RESOLUTION**
- 15.1. The Agreement, these General Conditions, the Exhibition Manual, any other agreement and all contractual or non-contractual obligations arising therefrom or relating thereto are governed by the laws of the Netherlands.
- 15.2. All disputes relating to or arising from the Agreement, these General Conditions, the Exhibitors Manual, any other agreement and all contractual or non-contractual obligations arising therefrom will be submitted to the exclusive jurisdiction of the competent courts in The Hague, the Netherlands. In addition, ROSE INTERNATIONAL may seek provisional relief from any court of competent jurisdiction.