

EXHIBITION CONTRACT

Main exhibitor contact details

All communication from EAGE Events B.V. will be sent to the contact person of the main exhibitor

Company: _____
 Address: _____
 City/Postal Code: _____
 Country: _____
 General telephone: _____ General fax: _____
 General e-mail: _____ Website: _____
 Contact person: Dr/Mr/Mrs/Ms: _____
 Direct telephone: _____ Direct fax: _____
 Direct e-mail: _____

Invoice details (if different)

Company: _____
 Address: _____
 City/Postal Code: _____
 Country: _____
 Contact person: Dr/Mr/Mrs/Ms: _____
 Direct telephone: _____ Direct fax: _____
 Direct e-mail: _____
 EU VAT Number: _____ (Obligatory for European companies)
 Purchase Order Number: _____ (Please enclose a copy of your PO if applicable)

Exhibition details

Please refer to the floor plan on the SES2015 website (www.eage.org) and select 4 booth number(s) in order of your preference.

1. No. _____ 2. No. _____

Booth type	Deadline	Total in Euro (€), excl. VAT
<input type="checkbox"/> Company Display	Before 1 April 2015	€ 2,950
	On/after 1 April 2015	€ 3,250
<input type="checkbox"/> University promotion	Before 1 April 2015	€ 1,250
	On/after 1 April 2015	€ 1,350
<input type="checkbox"/> Association promotion	Before 1 April 2015	€ 1,250
	On/after 1 April 2015	€ 1,350

* Please complete

Fascia Text: _____

I accept all terms and conditions mentioned overleaf
 Do not forget to make a copy for your files

(Authorised Signature)

(Please print name)

(Date)

Please complete and return this to:
EAGE Events B.V.
 PO Box 59, 3990 DB Houten, the Netherlands
 E-mail: exhibition@eage.org

EXHIBITOR TERMS AND CONDITIONS

1. Terms

EAGE – is EAGE Events B.V., a limited liability company under Dutch law and the contracting party in this agreement, and as the case may be in this contract, any of its designated employees.

EXHIBITION – is any exhibition, show or exposition organized by EAGE

EXHIBITION CONTRACT – the agreement between EAGE and the exhibitor, to which these Terms and Conditions are annexed.

EXHIBITOR – is the contracted party, as mentioned in the Exhibition Contract

EAGE EXHIBITION MANUAL – online document containing EAGE rules, venue rules and regulations, deadlines and additional local rules and regulations, if any.

2. RELATED AGREEMENTS

The exhibitor agrees to abide by the Exhibition Contract, the Exhibitor Terms and Conditions and the EAGE Exhibition Manual. It is the responsibility of the exhibitor to be fully familiar with these Terms and Conditions and to see that each member of the firm attending the Conference and Exhibition, whether as exhibit personnel or delegates, as well as any agents, subcontractors or appointees of the Exhibitor, are familiar with these Terms and Conditions. If the exhibitor fails to meet any of the deadlines in this Exhibition Contract or the Exhibition Manual, EAGE shall not be held to the delivery or timely delivery of services related to such deadlines.

3. ASSIGNMENT OF SPACE

Contracts will be handled on a first come, first served (space available) basis.

4. COMPANY PROFILE

Next to the booth package rented under this contract, the following shall be deemed to be included in the fee:

- a) Company name, address, profile (100 words) and Commodity Index in the Programme & Catalogue, on the event website and conference publication

Company data shall only be taken up as in the above list if received by EAGE in good order before 1 June 2015 and if at that time all amounts payable by the exhibitor to EAGE have been settled.

5. SHARING, SUBLETTING AND CO-EXHIBITING

- a) The exhibitor agrees not to assign or sublet the whole or any portion of the rented space covered by this contract, including to clients or partner organizations, without prior written authorization from EAGE.

6. PAYMENT

- a) For contracts received prior to 1 April 2015:
 1. Upon receipt of the signed Exhibition Contract, the exhibitor will receive an invoice for a down payment of 50% of the total booth fee, as outlined in the Exhibition Contract, payable within 30 days of the invoice date;
 2. In April 2015, the exhibitor will receive a second invoice for the remaining amount, payable within 30 days of the invoice date;
- b) For contracts received on or after 1 April 2015, the exhibitor will receive an invoice for the total amount, payable within 30 days of the invoice date;
- c) Contracts received on or after 1 July 2015 must be accompanied by full payment by credit card;
- d) Payments must be in made in Euros, according to the instructions stated on the invoice;
- e) For credit card payments, a 5% surcharge is applicable;
- f) EAGE reserves the right to cancel space and sell it to another exhibitor without any rebate or allowance to the former exhibitor, if the full amount of the rental charge has not been received within the stipulated payment term, as outlined in paragraphs a through c;
- g) For agreements whereby the fee is set according to the fee applicable up to 1 March 2015, if invoices are not paid within the prescribed payment term, after 1 March 2015, the higher fee that will be applicable from that date shall deemed to apply and EAGE reserves the right to submit a new invoice for the full contract or the remaining payment, based on the fee applicable after 1 March 2015.
- h) On all invoices, VAT will be applicable at the rate of the country where the Exhibition takes place. As space rental is considered to be a service, this also applies to companies having a tax registration within the European Union.
- i) When an exhibitor requires a Purchase Order number on the invoice, the Purchase Order number must be indicated on the Exhibition Contract.
- j) In the event of the failure of the exhibitor to provide a Purchase Order number on time, the absence thereof on an invoice or related documentation shall not constitute in any way a reason to delay or postpone payment. Any such omission shall not affect EAGE's rights under this contract. The exhibitor's purchase conditions shall not be applicable to this Contract.

7. CANCELLATION OR DOWNSIZING

Upon providing written notice, an exhibitor may cancel or downsize, subject to the following conditions and restrictions:

- a) Cancellations received prior to 1 June 2015: the cancellation penalty fee shall be 50% of the total booth rental;
- b) Cancellations received on or after 1 June 2015: the cancellation penalty fee shall be 100% of the total booth rental;
- c) Cancellations must be in writing and received by EAGE before the stated deadline(s);
- d) Downsizing of booth space is considered to be partial cancellation, whereby the stipulated cancellation penalty fee in paragraphs a through c is applicable.

If a written cancellation or downsizing notification is received by EAGE on or after 1 June 2015, **no refunds** will be issued. In such cases, the exhibitor is obliged to make immediate payment of any unpaid portion of the total cost of the assigned exhibit rental charge. Failure to do so will bar the exhibitor from future EAGE exhibitions until the debt is paid. In the event of cancellation or downsizing, EAGE reserves the right to use the cancelled/downsized space, including selling the space to another exhibitor without any rebate or allowance to the cancelling/downsizing exhibitor.

8. TERMINATION OF EXHIBITION

If the premises where the Exhibition is to be accommodated are destroyed or damaged, or the Exhibition fails to take place as scheduled, or is relocated or interrupted and discontinued, or access to the premises is prevented or interfered with by reason of any strike, lockout, injunction, act of war, act of God, emergency declared by any government agency, or for any other reason, this contract may be terminated by EAGE. In the event of such termination, the exhibitor waives any and all damages and claims for damages and agrees that the sole liability of EAGE shall be to return to each exhibitor any rental payments received.

9. OCCUPANCY OF SPACE

EAGE reserves the right, should any rented space remain unoccupied after the set exhibition deadlines, to rent or occupy the said space. However, this clause shall not be construed as affecting the obligation of exhibitor to pay the full amount of the rental for the space, as provided for in this contract, nor shall it affect the right of EAGE to retain the whole or any part of the rental received as liquidated damages.

10. INSTALLATION, SHOW AND DISMANTLING

Installation, show and dismantling hours and dates shall be those specified by EAGE. Packing up exhibits prior to the close of the show is prohibited. The exhibitor shall be liable for all storage and handling charges in the event of failure to remove exhibits by the specified time and date.

11. FLOOR PLAN

All dimensions and locations shown on the official floor plan are assumed but not guaranteed to be accurate. EAGE reserves the right to make any modifications that may be necessary to meet the needs of the exhibitors or the Exhibition as a whole. EAGE has the absolute right to allocate and assign space among exhibitors and to relocate exhibitors after initial assignment if circumstances warrant this, at its sole discretion.

12. EXHIBITOR'S REPRESENTATIVE

Each exhibitor's organization must name one person to be its official representative, with authorization to enter into such service contracts as are necessary for the installation and removal of exhibits and the provision of services, for which the exhibitor will be responsible. At least one person must be in the exhibit booth during all hours the Exhibition is open.

13. REGISTRATION

All exhibitor's staff **MUST** register.

- a) One full delegate registration is included
- b) Registration of additional staff or additional event components can be made through the regular registration channels.

14. SOLICITATION

The aisles and all other spaces in the exhibition hall and the venue shall be under the control of EAGE. All displays, interviews, conferences, distribution of literature, lectures or any other type of activity shall be conducted inside the space contracted for. Standing in aisles or in front of exhibit booths of other exhibitors for advertising purposes is strictly prohibited

15. ASSIGNMENT

EAGE may, without Exhibitor's consent, assign this Agreement, including all rights and obligations hereunder, at any time to any of its affiliates or to any entity acquiring substantially all of EAGE's assets. Subject to this Section, this Agreement is binding upon and is for the benefit of the parties and their respective successors and assigns.

16. LIABILITY AND INSURANCE

The exhibitor shall at all times protect, indemnify, defend and preserve EAGE, the European Association for Geoscientists and Engineers, the event's Local Advisory Committee (LAC), the venue and the appointed service company from any and all losses, costs, damage, liability, expenses, negligence or wilful acts out of or by reason of any accident or other occurrence to anything or anyone, including the exhibitor, its agents, employees and business invitees, which arise from or out of or by reason of the said exhibitor's installation, removal, maintenance, occupancy and use of the exhibit booth and presence on the exhibition premises or a part thereof. EAGE will exercise reasonable care for the protection of the exhibitor's materials and displays. However, the exhibitor, on signing the contract, expressly releases EAGE, the European Association for Geoscientists and Engineers, the event's Local Advisory Committee (LAC), the venue and the appointed service company from, and agrees to indemnify the same against any and all claims for such losses, damage or injuries. Exhibitors desiring to carry insurance on their exhibits must contract it at their own expense and must list EAGE and the venue as additional insured parties. The exhibitor shall comply with any insurance demands on a local or national level, if so required by law or the venue of the Exhibit. EAGE shall provide a security service at the Exhibition entrance on a 24-hour basis for the duration of the Exhibition.

If an exhibitor uses a contractor other than the appointed service company to build or decorate its exhibit area, such exhibitors shall provide proof of the insurance of the contractor, which shall name EAGE, the venue and the appointed service company as additional insured parties, prior to set-up. Exhibitors must submit an executed release of liability from its third-party representative in charge of providing installation and dismantling services prior to set-up. Exhibitors may be asked to show proof of insurance to EAGE upon request.

17. FREIGHT HANDLING

Please see the Exhibition Manual for instructions.

18. SPACE, POSTING AND PUBLICITY RESTRICTIONS

Exhibits must be confined to the exact space allocated. Circulars, publications, advertising matter and all kinds of promotional giveaways may be distributed only within booth spaces. Nothing shall be posted, tacked, nailed, screwed or otherwise attached to columns, walls, floors or other parts of the building or furniture, show floor or the venue. Signs, rails, etc., will not be permitted to intrude into or over aisles. Access to public utilities, fire hose cabinets, heating and air conditioning vents, lighting fixtures, skylights, and the fire sprinkler system shall not be obstructed at any time.

19. CHARACTER OF THE EXHIBITS

EAGE reserves the right to judge the appropriateness of any exhibit and to decline to permit an exhibitor to conduct or maintain an exhibit if, in the judgment of EAGE, the said exhibitor or exhibit or proposed exhibit shall be deemed unsuitable in any respect. This reservation relates to persons, conduct, articles of merchandise, printed matter, souvenirs, catalogues, and any and all other items, without limitation, which might negatively affect the character of the Exhibition. In the event that EAGE determines that the conduct of any exhibitor or its employees, agents or servants is not in keeping with the character of the Exhibition, EAGE may, at any time and without notice, terminate the contract for space entered into with said exhibitor and, with or without process of law, remove the exhibitor, its employees, agents, servants and all the property of the exhibitor from the space contracted for and from the Exhibition. No exhibitor shall have any right or claim against EAGE on account of any action so taken. The determination of EAGE as to the suitability of any exhibitor, exhibit or proposed exhibit or whether any exhibit or the conduct of any person is in keeping with the character of the Exhibition shall be final in every instance. Sideshow tactics, scantily clad individuals or other undignified promotional methods will not be permitted. The use of live models, performers and similar persons within the exhibit areas for product/service demonstrations, explanations, etc., must be approved in advance by the Exhibition Management. Exhibits should be conducted in a manner that is not objectionable or offensive to neighbouring booths.

20. TYPES OF EXHIBITS

Any items not mentioned below are not included.

- a) A company display includes the following:
 - 1 table
 - 2 chairs
 - Electricity
- b) The Exhibition Management retains sole discretion and authority in the placement, arrangement and appearance of all displays. A "good neighbour policy" will be in effect at all times during the exhibition. All exhibits must conform to these regulations. Exhibits not in compliance must be brought into compliance before the end of Exhibition set-up. EAGE reserves the right to set up, at the exhibitor's expense, any booth(s) not in compliance or not set up at the end of exhibition set-up.
- c) Build your display to fit inside this area. Where an exhibitor's display is built beyond the limitations and restrictions set forth in these rules, EAGE reserves the right to correct such display violations by having the exhibitor alter, remove or rearrange any or all of the display, so that it will comply with regulations. If the exhibitor is not available to make such corrections, the Exhibition Management has the authority to make any and all necessary corrections at the exhibitor's expense.

21. SOUND RESTRICTIONS

Exhibitors operating sound producing equipment must keep the sound at a reasonable volume, no more than that of a normal speaking voice, in order to avoid disturbing other exhibitors. Public address systems, radio broadcasts and other devices used solely to attract attention by sound are prohibited. EAGE reserves the right to regulate and/or restrict any sound.

22. PRIORITY POINTS

Priority points are the property of EAGE and not the property of any exhibiting company; they are rather simply used to determine the order of space selection for EAGE's annual exhibition. Priority points cannot be transferred, sold or assigned.

23. COPYRIGHT

The exhibitor represents and guarantees that it will comply with all copyright restrictions applicable to exhibitors. The exhibitor further represents and guarantees that it shall obtain any additional licenses or grants of authority required from exhibitors under the applicable copyright laws.

24. MISCELLANEOUS REGULATIONS

- a. All live animals are prohibited, with the exception of guide dogs and service animals.
- b. Food products or beverages to be distributed in any exhibitor's booth must be ordered from the appointed caterer, the exclusive caterer and concessionaire of the venue.
- c. Children under the age of 16 are not permitted in the Exhibition at any time.
- d. Parking is prohibited on the loading docks of the venue.
- e. Overnight storage of LPG, natural gas as fuel or compressed gas cylinders is prohibited in the building and they must be stored outside, next to the outer walls. Areas enclosed by solid walls and ceilings must be provided with approved smoke detectors, which are audible outside the area of the booth.

25. GENERAL

EAGE reserves the right to determine the eligibility of any exhibitor. EAGE reserves sole control over admission policies. These Rules and Regulations are established for the mutual protection of EAGE and the exhibitors. EAGE reserves the right to make such changes in the time schedule or in the general plan of the Exhibition as may be deemed by EAGE to be in the best interests of exhibitors and the Exhibition generally. All matters and questions not covered by these Rules and Regulations are at the discretion of EAGE.

26. APPLICABLE LAW

Any dispute with regard to the conclusion, interpretation or implementation of this agreement or further agreements originating from the same as well as any other dispute related to or in connection with this agreement, either legal or factual, none excluded, shall be settled by the competent court in Utrecht (the Netherlands).

Dutch law is exclusively applicable to this agreement and further agreements originating from the same
