



TERMS & CONDITIONS

1. TERMS

EAGE is EAGE Conferences Bv, 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 is 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

Space assignment will be determined using a priority points system, based upon square metres for exhibiting in prior EAGE Exhibitions (for every 9 m² paid for, one point is issued), prior amounts of sponsoring and advertising with EAGE (for every €1,000 paid one point is issued). Only the last 5 years and the timeliness of submitting the Exhibition Contract and payment are taken into account. Upon expiry of the priority points system deadline (15 September 2015), the allocation of available space will be made on the basis of the applicant's preferences. Prior to EAGE contracting with an exhibitor, all debts owed to EAGE by the potential exhibitor must be paid in full. A contract will not be accepted and booth space will not be assigned to a company that has an outstanding balance on accounts due to EAGE. Space assignment will only be complete after the receipt of a signed contract.

After 15 September 2015, contracts will be handled on a first come, first served (space available) basis. Earned priority points cannot be applied to this event after the point priority system deadline.

4. COMPANY PROFILE

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

- Company name and address in the Programme and Catalogue
- Company name, address, profile (100 words) and Commodity Index on the event website and conference publication
- See 5.c and 5.d for rules on company profiles for co-exhibitors

Company data shall only be taken up as in the above list if received by EAGE in good order before 15 March 2016 and if at that time all amounts payable by the exhibitor to EAGE have been settled.

5. SHARING, SUBLETTING AND CO-EXHIBITING

- 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.
- Co-exhibitors must be indicated on the contract. All communications between EAGE and/or its assigned suppliers shall be to the main exhibitor only. The main exhibitor is responsible for all communications to their co-exhibitor(s).
- Company profiles of co-exhibitors having clear exposure in the booth, will also be included in the following communications, if their share is more than 9 m²:
 - Company name and address in the Programme and Catalogue;
 - Company name, address, profile (100 words) and Commodity Index on the event website and conference publication
- Contact details only of co-exhibitors using less than 9 m² will be included in the above-mentioned communications.

6. PAYMENT

- For contracts received prior to 1 January 2016:
 - 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;
 - In January 2016, the exhibitor will receive a second invoice for the remaining amount, payable within 30 days of the invoice date;
- For contracts received on or after 1 January 2016, the exhibitor will receive an invoice for the total amount, payable within 30 days of the invoice date;
- Contracts received on or after 1 April 2016 must be accompanied by full payment by credit card;
- Payments must be made in Euros, according to the instructions stated on the invoice;
- For credit card payments, a 5% surcharge is applicable;
- 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;
- For agreements whereby the fee is set according to the fee applicable up to 1 December 2015, if invoices are not paid within the prescribed payment term, after 1 December 2015, the higher fee that will be applicable from that date shall be 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 December 2015.
- 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.
- When an exhibitor requires a Purchase Order number on the invoice, the Purchase Order number must be indicated on the Exhibition Contract.
- 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:

- Cancellations received prior to 1 March 2016: the cancellation penalty fee shall be 50% of the total booth rental;
- Cancellations received on or after 1 March 2016: the cancellation penalty fee shall be 100% of the total booth rental;
- Cancellations must be in writing and received by EAGE before the stated deadline(s);
- 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 March 2016, 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 events 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 or discontinued, or access to the premises is prevented or interfered by reason of any strike, lockout, injunction, act of war, act of God, emergency declared by any government agency, or for any other reason beyond the control of EAGE, this contract may be terminated by EAGE without the obligation to the exhibitor to repay any amounts paid to EAGE. In the event of such termination, the exhibitor waives any and all damages. In any case the liability of EAGE shall be to explicitly limited to the amounts paid by exhibitor to EAGE under this agreement.

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.

- For every full 9 m² booked and paid for; two vouchers are issued. These vouchers can be used for free registration in two ways:
 - Registration of one full delegate (conference and exhibition): 2 vouchers
 - Registration for access to the exhibition only: 1 voucher

The deadline for using these vouchers is 15 May 2016. After this deadline, the vouchers are invalid and cannot be used.

- 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. LIABILITY AND INSURANCE

The exhibitor shall at all times protect, indemnify, defend and preserve EAGE, the European Association for Geoscientists & 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 willful acts out of or by reason of any accident or other occurrence to anything 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 & 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.

16. FREIGHT HANDLING

Please see the EAGE Exhibition Manual for instructions.

17. 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.

18. 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 persons 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.

19. TYPES OF EXHIBITS

Any items not mentioned below are not included.

- The minimum size of a "booth package" booth is 9m². For a "space only" stand the minimum is 18m². Please indicate on the contract the amount of square metres of space required and preferred booth number(s). The latest floor plan is available at www.eage.org.
 - A choice can be made between 'space only' or 'booth package'. Booth package includes the following:
 - White wall panels (height 250 cm) with aluminium frame
 - Main connection
 - Socket outlet
 - Normal electricity consumption
 - 1 spotlight per 3 m²
 - A fascia with name board, including black regular lettering on the open sides of the booth, in a standard style
 - Carpet (choice of different colours)
 - Booth cleaning.
 - Space only is space made available on the exhibition floor. Please note when booking this option, no booth package, electricity or cleaning is included. When booking Space Only a minimum of 18 square metres is required.
 - Detailed plans of multi-storey or enclosed booths must be submitted to EAGE at least two months prior to move-in, for exhibitors who have booked the space only option. The exhibitor shall comply in all respects with all applicable local fire and building codes and shall secure any and all local licenses or other approvals and submit them to EAGE before 1 April 2016.
 - If circumstances allow (to be determined at EAGE's sole discretion), the following configurations can be made available:
 - for spaces up to 30 m², booths open on one side
 - for spaces between 30 m² and 70 m², booths open on two sides
 - for spaces between 71 m² and 99 m², booths open on three sides
 - for spaces over 100 m², an island booth.
- Please indicate your preference on the contract form.
- While every care is taken to ensure that booth spaces are of the dimensions stated on the contract at the time of accepting the exhibitors' application, EAGE shall not be liable for any variation of less than 5% of the allocated area. No rebate or allowance shall be awarded to the exhibitor if the space deviation is less than 5%.
 - 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.
 - Consult your floor plan for the size of the exhibit space. All dimensions indicated are outside measurements. 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.

20. SOUND RESTRICTIONS

The exhibitor 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.

21. 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. Priority points cannot be transferred, sold, combined or assigned.

22. 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.

23. CONFIDENTIALITY

Each of the parties (the "Receiving Party") shall maintain the confidentiality of the terms of this Agreement and all confidential information of the other party (the "Disclosing Party") and shall not release, disclose or divulge any such confidential information without the prior written consent of the other party. The Receiving Party may only use and copy such confidential information as is necessary to carry out its activities contemplated by the Agreement (but subject to the provisions thereof) and for no other purpose. The Receiving Party may disclose confidential information to its employees, personnel, subcontractors and representatives on a "need to know basis", provided that it shall first instruct such employees and personnel to maintain the confidentiality thereof. A Disclosing Party's confidential information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the Receiving Party; (b) was in the Receiving Party's lawful possession prior to the disclosure and had not been obtained by the Receiving Party either directly or indirectly from the Disclosing party; (c) is lawfully disclosed to the Receiving Party by a third party without restriction on disclosure; (d) is independently developed by the Receiving Party; or (e) is required by applicable law to be disclosed.

24. MISCELLANEOUS REGULATIONS

- All live animals are prohibited, with the exception of guide dogs and service animals.
- 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.
- Children under the age of 16 are not permitted in the Exhibition at any time.
- Parking is prohibited on the loading docks of the venue.
- 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

This agreement and any agreement derived from it shall be governed by the laws of the Netherlands.