EAGE



This Exhibition Contract Form, if correctly and fully filled in and duly signed, constitutes a binding agreement ("Agreement") between the company mentioned below ("Exhibitor") and EAGE Conferences B.V. ("EAGE") pursuant to which Exhibitor will participate as an exhibitor in the abovementioned exhibition ("Exhibition") at the indicated venue ("Exhibition Venue"), subject to all terms and conditions of this Agreement as defined below.

EXHIBITION CONTRACT FORM

	EX	HIBITOR CONTACT DE	TAILS	
All communication from EAr your details will be shared w	GE with regard to the Exhibition with the service providers involved	n will be sent to the contact perso ed directly in the organisation of	on of the Exhibitor. By signing the Exhibition.	ne agreement you consent that
Company				
Contact person \Box Dr \Box	Mr			
Address				
		Country		
General telephone		General e-mail		
Website		Direct telephone		
		NVOICE DETAILS (if diffe	erent)	
		nents will be sent to the address b	pelow.	
		Country		
		Direct e-mail		
				ory for companies within EU countries)
Purchase Order Number _			(Please e	nclose a copy of your PO if applicable)
		EXHIBITION DETAILS	5	
		g) and select 4 booth number(s)* 3. nr		
Booth type	Square meters	Deadline	Price per m² (Excl. VAT)	Total € ('Exhibition Fee')
☐ Space only		Before 1 December 2019	€ 350	
(Min. 18 m²) ☐ Booth package**		On/After 1 December 2019 Before 1 December 2019	€ 405 € 395	
(Min. 9 m²)		On/After 1 December 2019	€ 460	
* When all of these stands ar	re not available, EAGE will alloca	ate another stand. Our minimum s	ize will be m² and our maxim	num size will be m²
** Fascia text				
CO-EXHIBITOR CONTACT DETAILS (if applicable)				
The common variation of he				and the Marian bears are as
than one Co-Exhibitor.	iow will be co-exhibitor ("Co- E	xhibitor") in the assigned space o	or booth. Please send us an appe	endix it you nave more
Company				
	Ir □ Mrs □ Ms			
Address				
City/postal code		Country		
General e-mail Website				
hibitor declares to have received of the Agreement and/or matter shall be binding upon Exhibitor u	and accepted, and the arrangement s not specifically covered by the Agre upon notice thereof. EAGE waives the	E Terms and Conditions for Exhibitions s laid down in the EAGE's exhibition m sement in the best interests of exhibito e applicability of (general) terms and co ctually bind the abovementioned (lega	anual ("Exhibition Manual"). EAGE r rs and the Exhibition, at the sole disc onditions of Exhibitor, unless explicit	eserves the right to amend provisions tretion of EAGE. Such amendments ly agreed otherwise in writing.
gal) person and its intended exhi	ibits qualify for the Exhibition. If EAC without any liability towards Exhibi	GE establishes, in its sole discretion, tha	t Exhibitor and/or the intended exhib	oits do not qualify for the Exhibition,
	I ACCEPT A	ALL TERMS AND CONDITIONS MENTIO	ONED OVERLEAF	
	(Authorised Signature)	(Pleas	e print name)	(Date)
	-			

Please return the completed form to exhibition@eage.org EAGE Conferences by Tel.: +31 88 9955055 Date and sign the form and make a copy for your files.

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EAGE



TERMS & CONDITIONS

- PPLICABILITY
 hese Terms and Conditions apply to all applications, agreements and other (juristic) acts between EAGE and Exhibitor regard-
- These Terms and Conditions apply to all applications, agreements and other (juristic) acts between EAGE and Exhibitor regaing Exhibitions.
 Deviations from these Terms and Conditions are only valid if they are explicitly agreed upon in writing between EAGE and Exhibitor and will only apply to the Agreement specifically referred to.
 In the event that one or more stipulations of the Agreement which the Terms and Conditions apply deviate(s) from the Terms and Conditions, the stipulations of the Agreement shall prevail, unless the relevant stipulation of the Agreement expressly states otherwise.
 The Terms and Conditions also apply to activities and (juristic) acts of third parties engaged by EAGE for the purpose of the Agreement.

- 1.A. The Terms and Conditions also apply to activities and (juristic) acts of third parties engaged by EAGE for the purpose of the Agreement.
 2. CHARACTER OF THE EXHIBITION, RESERVATION OF RIGHTS AND FORCE MAJEURE
 2.1. The Exhibition is organized by EAGE primarily for promotion and networking purposes in the field of geosciences. Exhibitor understands and agrees that its presence, in the broadest sense of the term, must suit such purposes.
 2.2. EAGE reserves the right, in its sole discretion, without prejudice to EAGE's other rights and without any liability towards (Co-) Exhibitor(S), to discolve or annul an Agreement within two weeks after the date of the Agreement, for instance in case it questions the suitability of the (Co-)Exhibitor(S) for the Exhibition concerned or if the applicant has an outstanding balance on accounts due to EAGE andfor its affiliated companies.
 2.3. Furthermore, EAGE reserves the right, in its sole discretion, to judge the suitability of any exhibit. This reservation relates towards and all (to be deplayed) products, materials, persons and/or conduct of any (Co-)Exhibitor(S) including their personnel, delegates, appointees, contractors or any other any person who works in their service, or is employed under of all so or in any other form exhabetoever in consection with the Exhibitor), which might negatively affect (the character of the Exhibitions) or in Exhibitors or the Exhibitions of the Exhibitions or the Exhibitions or the Exhibitions or in Exhibitions or the Exhibitions or the Exhibitions or the permit (Co-)Exhibitor(S) to antial such exhibit; (2) cancel, discontinue, change or modify the booth build-up; (3) relocate booth(s) or exhibits; (4) remove, store and —in research, (5) exclude the (Co-)Exhibitor(s) concerned from participating in any other exhibitions to be organized and (7) —if the situation requires terminate the Agreement, at any time and without further notice of default and dispose of the space thu

UNDERTAKINGS AND DEADLINES

- 3. UNDERTAKINGS AND DEADLINES
 3. I. Exhibitor undertakes that Co-Exhibitor(s)'s personnel, delegates, appointees, contractors or any other any person who works in their service, or is employed under civil law or in any other form whatsoever in connection with the Exhibition, are fully familiar with these Terms and Conditions and the Exhibition Manual and will comply.
 3.2. Exhibitor undertakes and warrants that both Exhibitor and Co-Exhibitor(s) have obtained the requisite (local) licenses, permits and other approvals and fulfil the requirements of the relevant legislation for legitimate participation in the Exhibition, including without limitation requirements with regard to their personnel, delegates, appointees, contractors or any other any person who works in their service, or is employed under devil law or in any other form whatsoever in connection with the Exhibition. Exhibitor shall be responsible to submit the aforementioned (local) permits, licenses or other approvals to EAGE two months before the Exhibition.
 3.3. Furthermore, Exhibitor undertakes and warrants that both Exhibitor and Co-Exhibitor(s) comply in all respects with all applicable local fire, safety and building codes.
 3.4. EAGE has set certain deadlines in connection with the Exhibition, such as those indicated in the Exhibition Manual and/or specific arrangements. If Exhibitor fails to meet any of such deadlines, EAGE shall not be liable for the corresponding obligations under the Agreement and/or (timely) delivery of services related to such deadlines.

- A. ASSIGMENT OF SACE AND PRIORITY POINTS

 1. Assignment of space at the Shibitron will be determined by EAGE using a priority points system. EAGE's Priority Points System is signed in a space at Grounder with river like made available to Schibitro upon request.

 2. Dimensions and locations shown on the floor plan on the Exhibitron upon request may be a succeeded by the space of the space and the space an

REGISTRATION OF DELEGATES
 All of Exhibitor's staff attending the Exhibition must register as visitor through the regular EAGE registration channels.
Registration of additional persons or additional Exhibition components (such as workshops, field trips, courses etc.) must also be done through the regular registration channels.

6. INSTALLATION, USE AND DISMANTLING 6.1. Exhibitor shall install, use and dismark of

- 6. INSTALLATION, USE AND DISMANTLING
 6.1 Exhibitor shall install, use and dismantle the space or booth only during the hours and dates as indicated by EAGE and in accordance with all rules and regulations and relevant safety and environmental legislation, as set out in the Exhibition Manual and with any other instructions issued by EAGE or the Exhibition Venue operator. Exhibitor shall ensure that the space or booth is being left in the same proper state as it was at the beginning of Exhibitor's occupation and shall be liable for any (extrat cleaning) costs necessary to bring it in accordance with that state.
 6.2 Exhibitor shall appoint one person to be its representative, with authorization to enter into service agreements as are necessary for the installation and dismantling of (booth and exhibition) materials and the provision of other services, for which Exhibitor will be responsible. Besides, (at least) one person on be half of Exhibitor shall be present during the installation, opening hours and dismantling, who shall be responsible for installation, use and dismantling.

- 3. FEES, INVOICING AND PAYMENT
 7.1. EAGE charges an Exhibition Fee. Besides, if applicable, Exhibitor may order additional goods and services from EAGE under the Agreement for which Exhibitor shall be charged as well.
 7.2. Amounts mentioned in the Agreement are in Euros, exclusive of VAT or other taxes as may be applicable in the country where the Exhibition takes place.
 7.3. Payments must be made at the latest on the due date of the relevant invoice(s), unless indicated otherwise.
 7.4. For credit card payments, a 5% (five percent) surcharge is applicable.
 7.5. If Exhibitor requires a purchase order number on the invoice, the purchase order number must be indicated on the Exhibition Contract Form. In the event of the failure of Exhibitor to provide a purchase order number on time, the absence thereof on an invoice or retact Form. In the event of the failure of Exhibitor to provide a purchase order number on time, the absence thereof on an invoice or retact Form. In the event of the failure of Exhibitor to provide a purchase order number on time, the absence thereof on an invoice or retact Form. In the event of the failure of Exhibitor to provide a purchase order number on time, the absence thereof on an invoice or retact Form. In the event of the failure of Exhibitor to provide a purchase order number on time, the absence thereof on an invoice or retact Form is decreased to the failure of Exhibitor or purchase order number on time, the absence thereof on an invoice or retact Form is the exhibitor of Exhibitor or Exhibitor or Exhibitor (activation of Exhibitor and Exhibitor or Exhibitor of Exhibitor or E
- its affiliated companies.

- 8. BOOTH TYPES
 8.1. A choice can be made between "space only", "booth package" or special interest area booth. Each booth type has a minimum size as indicated on the Agreement.
 8.2. Detailed plans of multiple-toty 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.
 8.3. While every care is taken to ensure that booth spaces are of the dimensions stated on the Exhibition Contract Form, EAGE shall not be liable for any variation of less than 5% of the allocated area. No rebate or allowance shall be awarded to Exhibitor if the space deviation is less than 5%.
- the space deviation is less than 5%.

 At EAGE 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.

 S. The size of the exhibit space can be consulted on the floor plan. The latest floor plan is available via www.eage.org. All dimensions indicated are outside measurements. Any display shall be built to fit inside this area.

 8.6. EAGE reserves the right to set up, at Exhibitor's expense, any booth(s) not in compliance or not set up at the end of Exhibition

- CANCELLATION OR DOWNSIZING
 If Exhibitor wishes to cancel or downsize the booth ordered under the Agreement, it shall send a request to this effect in writing to EAGE. In principle, EAGE will grant such request, on the condition that Exhibitor pays the cancellation fee, which shall be calculated as set out in the specific arrangements below.
 Downsizing of the booth is considered to be partial cancellation, whereby the stipulated cancellation fee as referred to in the previous clause is applicable.
 If a cancellation or downsizing request is received by EAGE on or after the cancellation deadline, no refunds will be issued. In
- as cancellation to obtain statistics released by Excelled by Excelled the American Confederation of the Exhibition Fee. Failure to do so will bar such cases, Exhibitor is obliged to effect immediate payment of any unpaid portion of the Exhibition Fee. Failure to do so will bar 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 assigning the booth/space to another exhibitor without any rebate or allowance to the cancelling/downsizing Exhibitor. When downsizing, EAGE reserves the right to move the allocated space.

- LIABILITY, INDEMNIFICATION AND INSURANCES

 Exhibitor must notify EAGE in writing of any claims it may have concerning the Exhibition within thirty (30) days of the Exhibition in the absence of which any right on Exhibitior's part to claim damages from EAGE shall lapse.

 To the fullest extent permitted by law, under no circumstances shall EAGE be liable for any indirect, consequential, special, exemplary, incidental or punitive damages, such as loss of (future) profits or other economic loss, damages for delay, third party claims and suchlike, even if EAGE and Exhibitor have been advised of the possibility of such damages.

- 10.3. EAGE's total liability to Exhibitor, including liability arising out of the Agreement, negligence or tort, or warranty, shall not exceed the amounts actually paid by Exhibitor under the Agreement. If and in so far as EAGE's limitation of liability contravenes the provisions of applicable mandatory legislation or is not upheld by a court of law for any reason whetever, and this results in EAGE being liable for any loss on Exhibitor's side, EAGE's total liability (which is deemed to include any indirect loss) shall be confined to the amount as paid out by the liability insurance of EAGE in the case concerned, and rase such damages are not insured or paid by the insurance company, the total liability from EAGE towards Exhibitor shall be confined to the total amount invoiced to Exhibitor under the Agreement.
- to the total amount invoked to Exhibitor under the Agreement.

 10.4. The limitation of liability as set out in this article 10 shall not apply in case of damages caused by intent or conscious reckless ness on the part of EAGE.
- 10.4. The limitation of liability as set out in this article 10 shall not apply in case of damages caused by intent or conscious recklessness on the part of EAGE.
 10.5. Exhibitor shall fully indemnify and hold harmless EAGE, the European Association for Geoscientists & Engineers, the event's Local Advisory Committee (LAC) and the organizing committee, the association board and volunteers, the Exhibition Venue (operator) and the appointed service companies against any claims, demands and/or costs on the part of some other party or otherwise, howsoever called and on whatever grounds they airse in connection with Exhibitor's and Co-Exhibitor(s) superingiation in the Exhibition, including without limitation claims, demands and/or costs on the part of 5chibitor's ayarctipation in the Exhibition, including without limitation claims, demands and/or costs arising from the installation, occupancy, use, maintenance and removal of the boots/base, their presence on the exhibition premises or any part thereof and/or due to air or mission on the part of Exhibitor and/or Co-Exhibitor, their personnel, delegates, appointees, contractors or any other any person who works in their service, or is employed under civil law or in any other form whatsever.
 10.6. Exhibitor shall at all times have a duty to take out adequate insurances under usual terms and conditions, including insurances for fire, property and theft, and insurances against any and all loss or damage of any nature whatever that is caused by acts or omissions of Exhibitor sites exvice, or is employed under civil law or in any other form whatseveer in connection with the Exhibition, as well as the insurances as may be specified in the Exhibition Manual and/or required by law or the Exhibition Venue (south insurance) and the exhibition venue (south insurance) and the exhibition venue (south insurance) and the exhibition venue (soperardy) as an additional insured parties, prior to set-up. Such insurance shall at least consist of public l

- 11. INTELLECTUAL PROPERTY RIGHTS
 11.1. Exhibitor updated:
- INTELLECTUAL PROPERTY RIGHTS

 Exhibitor undertakes and warrants that it either owns, or is entitled to the use, all (the intellectual property) rights pertaining to the materials used by Exhibitor and Co-Exhibitor(s) in the Exhibition, such as without limitation information, documents, files, texts, (track, company and personal) names, figures, images, photographs, frawings, portraits and other (graphic) materials. For this purpose intellectual property rights are deemed to include any copyrights, trading names, trademarks, rights to drawings and/or design rights, patents, database rights, know-how, domain names, or entitlement to same.

 Exhibitor is fully responsible and liable for the (legality of the) materials used in the Exhibition by Exhibition and Co-Exhibitor(s). EAGE shall have no obligation to very such materials or the legality thereof or if the use of them may cause damage to (third) parties. Any approval or similar notice shall not be construed as an approval of said materials or confirmation of the legality.

 As far as Exhibitor is not the owner of or entitled to the use of (intellectual property) rights concerned, Exhibitor undertakes and warrants it has a license to use such rights and will comply with the applicable restrictions. More specifically shall Exhibitor not be permitted to display, offer and/or sell any materials which infringe the intellectual property rights of a third party.

 EAGE shall be entitled to remove such materials (or have them removed) at the expense and risk of the Exhibitor and to take whatever other measures that it considers necessary, without prejudice to the provisions of clause 2.4.

- 12. ASSIGNMENT OF RIGHTS AND CO-EXHIBITING
 12.1 Exhibitor shall not have the right to (partially) assign its rights under the Agreement to third parties, except with the explicit prior authorization in writing from EAGF, to be laid down in the Agreement.
 12.2 EAGE may 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 EAGFs assets. Subject to this clause, this Agreement is binding upon and is for the bent of the parties and their respective successors and assigns. EAGE will inform Exhibitor in writing of such a transfer of rights and obligations.
 12. Go-Exhibitors's shall be indicated on the Exhibitor contract form with full company details are equested by EAGF shibitor sall be jointly and severally liable for all of Co-Exhibitors's obligations, acts and omissions in connection with the Exhibition.
 12.4. All communications from EAGE and/or its assigned suppliers shall be to Exhibitor only. Exhibitor is responsible for all communications to their Co-Exhibitor's(s), suppliers, subcontractors etc.

- 13. CoNFIDENTIALITY
 3.11. Each of the parties (a "Receiving Party") shall keep in strict confidence the (commercial) terms of the Exhibition Contract Form, and all other information of a confidential and/or business-sensitive nature of the other party (a "Disclosing Party"), and shall not release, disclose or divulge any such confidential information without the prior written consent of the other party. A 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. A Receiving Party may disclose (ontifiential information to its employees, personnel, subcontractors and representatives on a "need to know basis", provided that it shall first instruct such employees, personnel, subcontractors and representatives to maintain the 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, eliventy in the Receiving Party, eliventy in the Receiving Party is favily possession prior to the disclosure and had not been officiated by the Receiving Party eliventy of the Receiving Party is a with official events of the Receiving Party, or eliventy of the Receiving Party is a single party is a single party in the Receiving Party, or (e) is required to be disclosed pursuant to a statutory provision or a duly given order by a public body.
 13.2. Parties shall see to it that the confidentiality to biligations as intended here are compiled with by its staff, agents and agencies, as well as any Co-Exhibitor; including Co-Exhibitor's staff, agents and agencies.

- MISCELLAREOUS

 Sociable deviations to the Agreement made by EAGE towards Exhibitor shall be limited to the specific case concerned and shall have no influence on the rights that EAGE may invoke in other situations. If any stipulation of the Agreement or other rules and arrangements applicable between EAGE and Exhibitor is/are invalid, he remaining stipulation of the Agreement and/or other applicable rules and arrangements shall remain in effect. Parties shall agree on a new stipulation that is as close as possible to the intent of parties while being legally valid.

- 15. APPLCABLE LAW AND COMPRETENT COURT

 15.1. The Agreement, these Terms and Conditions and any rules and regulations applicable between EAGE and Exhibitor are solely governed by and construed in accordance with Dutch law.

 15.2. The applicability of the "United Nations Convention on Contracts for the International Sales of Goods' (the "Vienna Sales Convention") is excluded.

 15.3. Developing the Convention of Convention on Contracts for the International Sales of Goods' (the "Vienna Sales Convention") is excluded.

 15.3. Developing but not expect the Convention on Contracts for the International Sales of Goods' (the "Vienna Sales Convention") is excluded.

 15.3. Developing but not expect the Convention of Convention of

- SPECIFIC ARRANGEMENTS
 Registration For every full 9m² booked and paid for; two vouchers are issued. These vouchers can be used for free registration in two ways:

 - two ways:

 1) Registration of one full delegate (conference and exhibition): 2 vouchers

 2) Registration for access to the exhibition only: 1 voucher

 12) Registration for access to the exhibition only: 1 voucher

 13 The deadline for using these vouchers is 15 May 2020. After this deadline, vouchers are invalid and cannot be used.

ery booked and paid m² the Exhibitor receives 1 guest pass.

For additional registrations, please see point 5.1

- Important payment dates
 For Exhibition Contract Forms received prior to 1 January 2020:
 EAGE will send an invoice for a down payment of 50% of the Exhibition Fee, as outlined in the Agreement, payable within 30 (hirthy) days of the invoice date;
 In the month after the abovementioned date, EAGE will send a second invoice for the remaining amount due, payable within 30 (hirthy) days of the invoice date.

If the Exhibition Fee has been set according to the fee structure applicable up to the abovementioned date and if any amou pertaining to the Exhibition Fee are not paid within the stipulated payment term, then the higher Exhibition Fee applicable said deadline shall apply and EAGF reserves the right to submit a new invoice for the full new Exhibition Fee or the surplict to submit a new invoice for the full new Exhibition Fee or the surplict to submit a new invoice for the full new Exhibition Fee or the surplict to submit and exhibition.

Exhibition Contract Forms received two months or less prior to the Exhibition must be accompanied by full payment of all amounts due by credit card.

- Any items not mentioned below are not included.

 Booth package includes the following:

 White wall panels;

 Socket outlet, including 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.
- If circumstances allow (to be determined at EAGE's sole discretion), the following configurations can be made available:
 for spaces by 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.
- ice made available on the Exhibition floor. Please note when booking this option, no booth package, electricity or Space only is space ri cleaning is included.

The Point Priority deadline for assignment of space is 1 September 2019. Contracts received on/after 1 September 2019 will be handled on first come first served basis.

The cancellation fee shall be calculated as follows: In case of cancellation fee shall be 50% of the Exhibition Fee; In case of cancellation received prior to 1 March 2020: the cancellation fee shall be 100% of the Exhibition Fee; In case of cancellation received no rafter 1 March 2020: the cancellation fee shall be 100% of the Exhibition Fee