

8-12 September 2019, The Hague, The Netherlands

FIELD DEMONSTRATION CONTRACT

Field demonstration contact details

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)

Presentation(s)

The field demonstrations are scheduled on Tuesday afternoon 10 September 2019.
Detailed information on the field demonstration programme will be published on the event website.

Price: €395 (excl. VAT)

1. Required surface:

- Grassy surface
- Hard surface

2. Required dimensions: _____ (in meters)

3. Please provide the EAGE (exhibition@eage.org) with the title and a short description (max. 100 words) of the demonstration.

(Date)

(Authorized Signature)

(Please print name)

Please complete and return this to:

EAGE Events B.V.

PO Box 59, 3990 DB Houten, the Netherlands

E-mail: exhibition@eage.org

TERMS AND CONDITIONS

1. TERMS

EAGE – is EAGE Events 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 – 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

Not applicable

4. COMPANY PROFILE

Not applicable

5. SHARING, SUBLETTING AND CO-EXHIBITING

Not applicable

6. PAYMENT

- a) For contracts received the exhibitor will receive an invoice for the total amount, payable within 30 days of the invoice date;
- b) Contracts received on or after 1 July 2019 must be accompanied by full payment by credit card;
- c) Payments must be made in Euros, according to the instructions stated on the invoice; For credit card payments, a 5% surcharge is applicable;
- e) 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;
- f) 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.
- g) When an exhibitor requires a Purchase Order number on the invoice, the Purchase Order number must be indicated on the Exhibition Contract.
- h) 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 15 June 2019: the cancellation penalty fee shall be 50%.
- b) Cancellations received on or after 15 June 2019: the cancellation penalty fee shall be 100%.
- c) Cancellations must be in writing and received by EAGE before the stated deadline(s);
- d) EAGE has the right to cancel the field demonstration.

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

Not applicable

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

Please visit the website www.eage.org or the exhibition manual for more information on registration.

14. SOLICITATION

Not applicable

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 willful 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

Not applicable

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

Not applicable

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

Not applicable

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

Not applicable

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.