

Rethinking transport

27–30 April 2020



EXHIBITOR TERMS & CONDITIONS

Updated 27.6.2019 Tapahtumantekijät Oy (Professional Conference Organiser)

1. General Terms and Conditions

These General Terms and Conditions shall apply to the Exhibitor participating in the Transport Research Arena 2020 Conference, co-organised by the agencies under the jurisdiction of the Finnish Ministry of Transport and Communication and the European Commission. The confirming and invoicing party of the exhibition (hereafter Service Provider) is Tapahtumantekijät Oy (Business ID 0869073-9) acting as Professional Conference Organiser (PCO) of TRA2020 Conference.

These General Terms and Conditions constitute an integral part of the agreement between The Service Provider and the Exhibitor.

2. Definitions

For the purpose here of the terms listed below shall have the following wording:

- a) TRA2020 (Transport Research Arena 2020) Conference to be held in Helsinki, Finland, from 27 until 30 April 2020.
- b) Service Provider, Tapahtumantekijät Oy, entered into the Business Information System (“YTJ” in Finnish) maintained by the Finnish Patent and Registration Office (PRH) and the Finnish Tax Administration. The Business ID of Tapahtumantekijät Oy is 0869073-9.
- c) Exhibitor – legal person or organisation conducting business or research activity, which acquired at least the minimum of 4 m² exhibition space. The Exhibitor is entitled to participate in the TRA2020 Conference under these terms and conditions.
- d) Stand – an exhibition space for the exclusive use of the Exhibitor, the list of available Stands and their size as well as exhibition plan are available through Service Provider.

3. Exhibitors Admissions

Manufacturers, producers and sellers of the products and services specified in the product groups of the Event or their authorised representatives, as well as other organisations, institutes and publishers in the field, are eligible to participate as exhibitors. Only products, services and exhibit content approved by the Service Provider may be exhibited. The Service Provider shall have the right to remove other items, as well as products or services that may cause a threat or inconvenience to other exhibitors or the public.

The confirmation request shall be drawn up on the official confirmation form available (online or print), signed by authorised person(s). The Exhibitor shall accept these General Terms and Conditions and submit the signed confirmation form to the Service Provider through online form, e-mail or by post. The Service Provider shall confirm the reservation of the indicated stand or inform the Exhibitor that the selected stand location is not available. In such a case the Exhibitor shall select other stand location within those available and inform the Service Provider within five (5) business days in writing.



4. Conclusion of Agreement

Filling in and signing the confirmation form by authorised representative, acceptance of these General Terms and Conditions and submission of the confirmation form by the Exhibitor to the Service Provider, as well as confirmation of the reservation by the Service Provider shall be deemed as a conclusion of the agreement for the TRA2020 Conference.

5. Terms of Payment

The Service Provider shall issue a VAT invoice and send it to the Exhibitor within five (5) business days after confirmation of the reservation by the Service Provider. The total remuneration shall be paid within 14 days after the receipt of the relevant invoice from the Service Provider. The payment is deemed to be made on the day the amount is credited to the Service Provider's bank account. The full remuneration is due even if the Exhibitor has not used all the content of services agreed or has used it in a shorter period. In case of delay in payment, the Service Provider is entitled to charge due interest for delay in the statutory rate (11 %). In case the Exhibitor is in delay with the payment of the remuneration or its part for more than 14 days, the Service Provider may terminate the agreement without notice (with immediate effect). A handling fee of EUR 5 will be charged additionally for every invoice. All bank fees and money transfer costs must be paid by the transmitter.

6. Location of stands

The Service Provider shall determine the final location of stands, taking into consideration the effective use of hall space, event-specific branch grouping and, where possible, exhibitors' wishes. The Service Provider shall have the right to relocate the stand if the event's layout plan changes from the original.

7. Resignation

After confirmation, the exhibitor agreement is binding.

- In case the Exhibitor resigns from participation in the TRA2020 Conference until October 1st 2019, the Service Provider shall retain 50 % of the total amount of the remuneration.
- In case the Exhibitor resigns from participation in the TRA2020 Conference from October 2nd 2019 until December 31st 2019, the Service Provider shall retain 80 % of the total amount of the remuneration.
- In case the Exhibitor resigns from the participation the TRA2020 Conference from January 1st 2020 or thereafter, the Service Provider shall retain 100 % of the total amount of the remuneration.

The above-mentioned amounts will be retained by the Service Provider as contractual penalty for resignation by the Exhibitor from the participation in the TRA2020 Conference. The resignation shall be prepared in writing, signed by a person authorised to represent the Exhibitor and delivered to the Service Provider in writing sent by mail or by e-mail (tra2020.partners@registration.fi).

8. The right to use a stand shall revert to the Service Provider if:

- a) the Exhibitor cancels his participation; or
- b) the Exhibitor fails to pay participation fees within the due date; or
- c) the Exhibitor fails to take possession of the reserved exhibition space by 8:00 pm on the day preceding the opening day unless otherwise agreed; or
- d) the Exhibitor is otherwise in material breach of the Terms and Conditions or any supplementary instructions provided.

In the event that the right to use exhibition space reverts to the Service Provider as specified in Section 8. herein, the Service Provider shall be entitled to collect participation fees in full as specified in the confirmation. In such cases, the Service Provider shall also have the right to resell the exhibition space or to use it for any other purpose as necessary.



9. Dismantling of the stand

The Exhibitor shall dismantle and remove the stand equipment immediately after the end of the TRA2020 Conference. Any and all objects brought by the Exhibitor shall be removed from the TRA2020 Conference site on April 30th 2020 until 11:00 p.m. at the very latest. In case this obligation is breached by the Exhibitor, the Service Provider may remove such objects and store them at the cost and risk of the Exhibitor. All costs related to the dismantling of the stand shall be borne by the Exhibitor.

10. Rules and safety instructions

The exhibition guidelines for the Exhibitor shall be distributed after September 1st 2019. The guidelines will include the stands layout and furniture renting rules, as well as the safety regulations and information on all necessary services (telephone, maintenance, storage, customs clearance, etc.). The exhibitors, their employees and subcontractors shall observe any and all rules of the TRA2020 Conference. The exhibitors are liable for the materials they exhibit, as well as the equipment they will rent or set up at their stand. The Exhibitor is obligated to conclude relevant insurance agreements regarding participation in the TRA2020 Conference (i.e. liability insurance, property insurance).

11. Exclusivity

The reservation of the stand compels the Exhibitor not to organise or privilege any meetings or gathering on the TRA2020 Conference topics that had not been declared or authorised by the Service Provider in advance in writing. The Exhibitor declares that he/she was informed that the TRA2020 Conference is accessible only for registered participants.

12. Use of the stand, distribution of materials

The stand is appropriated for sole use of the Exhibitor indicated in the confirmation, and may not be rendered for use against payment and/or gratuitously, to any third party. Distribution of promotion, advertisement, marketing materials and/or similar materials is permitted only to the stand.

13. Rights and liabilities of the Service Provider

The Service Provider is entitled to decide on all unforeseen matters in the General Terms and Conditions. All its decisions will be taken with no possible recourse and shall be immediately implemented. A breach of any clause hereof shall give rise to immediate, temporary or definitive exclusion of the Exhibitor from TRA2020 Conference with no possibility for the latter to claim any refund or compensation. The Service Provider shall be free to decide accordingly. The Service Provider shall not be held liable for a small number of registered delegates or any lack of interests for the whole TRA2020 Conference.

The Service Provider shall bear no liability for things left on the stand, which have been destroyed or damaged, elements of the stand that have been destroyed or damaged and damages caused to the Exhibitor by other exhibitors, sponsors, participants and/or any other third party. The Service Provider shall only be liable for damages caused to the Exhibitor wilfully by the Service Provider or their representatives. The liability of the Service Provider is limited to the amount actual damages sustained by the Exhibitor.

14. Force Majeure

Neither Party shall be liable to the other Party or to be held to be in breach for failure to carry out any obligation under agreement as a result of a force majeure, which expression shall include circumstances beyond such Party's control, including but not limited to acts of war, acts of nature, acts of government, prohibition of exports and/or imports, currency restrictions, fire, explosion, flood, terrorism, riot or national emergencies.



The start of a force majeure, together with information on the cause thereof and its estimated duration, and end of a force majeure must be immediately notified to the other Party. The Party affected by force majeure shall immediately take reasonable steps to limit or minimise the consequences of such force majeure.

In case of continuous force majeure for a certain time, Parties may decide to let the agreement automatically come to an end and without any cancellation costs.

In case of force majeure, the dates of the TRA2020 Conference could be changed or simply cancelled.

15. Dispute Resolution

Any dispute or claim arising out of or in relation to the Terms and Conditions and Confirmation, including disputes related to the existence, breach, termination or invalidity hereof, that cannot be resolved amicably shall be settled in the District Court of Helsinki.

16. Governing Law

Any dispute or claim arising out of or in relation to “the Terms and Condition” and “Confirmation” or the breach, termination or invalidity hereof, shall be governed by the laws of Finland excluding the conflict of laws rules thereof.