Stockholmsmässan

APPLICATION

Formex

Jan 14-17, 2020

Company name

VAT number

Marketing name (for catalogue and website)

Address

Postal address Country

Invoice reference number (if needed)

Contact person

Phone Phone direct Mobile

Email

Website

Please fill in the information below if you are co-exhibitor, representative or wish to have the invoice sent to another address than above.

☐ Co-exhibitor ☐ Representative/Agent ☐ Invoice address

Co-exhibitors pay SEK 3,595 excl VAT and will receive the same information as the main exhibitor.

Company name

VAT number

Marketing name (for catalogue and website)

Address

Postal address Country

Invoice reference number (if needed)

Contact person

Phone Phone direct Mobile

Email

Website

SUBSCRIPTION:

☐ Price Subscription: (2 times/year)	First 75 sqm	SEK 1,225/sqm
	Further sqm	SEK 1,165/sqm
	DigiStart	SEK 4,450

(For more information see enclosure subscription agreement)

SINGEL:

☐ Price Singel:	Sqm price	SEK 1,315/sqm
	DigiStart	SEK 5,595

We hereby order (min. 9 sqm):

[ ] x [ ] = [0,0] sqm

Mandatory environmental fee for sustainable waste disposal

1-15 sqm	SEK 95/stand
16-49 sqm	SEK 295/stand
> 50 sqm	SEK 995/stand

TERMS OF PAYMENT: DigiStart is to be paid by exhibiting companies against invoice at registration. It is not deductable from the stand rent. Will only be returned in the event of no stand being available.

Stand rent is to be paid on receipt of invoice 60 days before event start. For applications made later than 60 days before the opening of the event DigiStart, DigiLeads, DigiTotal and stand rent is to be paid according to terms of payment on invoice.

VAT not included.

Statutory interest on late payment will be charged at 1.5 percent per month.

This application is legally binding and the undersigned company agrees to be bound by the terms and conditions printed above and Stockholmsmässan's General Terms and Conditions on the reverse side.

Place Date

Company

Legal signature

WE MAINLY EXHIBIT PRODUCTS WITHIN THE FOLLOWING SECTIONS:

- ☐ **Styling** – Accessories and fashion
- ☐ **Dining** – The set table, kitchenware and gourmet gifts
- ☐ **Scandinavian Living** – Interior design and crafts with a Scandinavian style
- ☐ **Lifestyle Living** – Interior concepts, home decorations, textiles, lifestyle products, lighting and smart products
- ☐ **Kids & Giving** – Design items and interiors for children, children's clothing and gifts
- ☐ **Wellbeing** – Fragrances, candles, soaps and products for training
- ☐ **Garden & Mixed Living** – Interior design products, lighting, plants and pots
- ☐ **Paper & Packaging** – Cards, paper and packaging

DigiStart

Price: 4,450 SEK Subscription, 5,595 SEK Singel per exhibiting company.

- ☑ **TICKETS:** 10 tickets free entrance
- ☑ **EXHIBITION INSURANCE** Your participation in the fair is insured to a value of SEK 225,000 which also covers damage that occurs during transport to and from the fair. You as an exhibitor also receive a travel insurance.
- ☑ **ONLINE COMPANY PROFILE** Contact information, photos, movies, links to your company. Own promotions, news and offers as well activities in your booth.

DigiLeads

☐ **DIGILEADS SEK 995, PER EXHIBITING COMPANY**
For more information please visit the website.

DigiTotal

☐ **DIGITOTAL SEK 1,495, PER EXHIBITING COMPANY**
For more information please visit the website.

GENERAL TERMS AND CONDITIONS - STOCKHOLMSMÄSSAN AB 2019-10-23

1. DEFINITIONS AND BACKGROUND

1.1 Definitions
"**SM**" - Stockholmsmässan AB.

"**SM Customer**" - a party with a direct business relationship with SM, whether as an exhibitor at a fair, partner, Organizer or otherwise carries out some type of Event.

"**General Terms**" - these general terms and conditions.

"**Event**" - an activity carried out in the Facility, whether in the form of a fair, congress, meeting or another type of event.

"**Organizer**" - a party other than SM who is the responsible organizer of an Event.

"**Facility**" - SM's facility in Älvsjö.

"**General Rules**" - SM's general rules applied by SM from time to time. These are available at www.stockholmsmassan.se/termsandconditions.

"**Customer**" - everyone who participates in an Event carried out by SM or by Organizer, whether the participant is an SM Customer or Customer to Organizer. Also Organizer is regarded as Customer.

"**Stand Space**" - physical, digital (e.g., digital advertising space, digital stand) or a virtual space, at a fair or other type of Event.

"**Space**" - the space disposed for carrying out an Event, whether in the form of the entire hall or part of a hall or a fixed or temporary meeting room.

"**Exhibitor**" - the party participating at an Exhibition at a fair or a similar event.

"**Exhibition**" - an activity where an organization or a private person presents, mainly but not exclusively, products or services to potential Customers, whether these are organizations or private persons.

1.2 Background
SM arranges fairs, meetings and other events under its own direction and provides fair and conference services which allow Organizers to carry out national and international congresses, fairs, business meetings and similar events within the Facility.

These General Terms are divided into three different sections, depending on the relationship with SM. One section (2. GENERAL RULES) applies to Organizer and everyone who participates in an Event carried out by SM or Organizer, whether the participant is an SM Customer or Customer to Organizer. The next section (3. CUSTOMERS OF SM) only applies to The SM Customers. The last section (4. EXHIBITORS) applies to Exhibitors, whether the Exhibition is arranged by SM or by Organizer in the Facility and notwithstanding if the Exhibitor participates with Stand Space or in another manner.

In case of conflict between these General Terms and other agreements or other special terms and conditions for services provided by SM, the latter shall prevail.

2. GENERAL RULES
2.1 Applicability
The provisions in this section 2 apply to Customers. Organizer is responsible for informing its Customers of these General Terms and that the Customers adhere to the provisions in this section. The Organizer is liable toward SM for its Customer's compliance with the provisions in this section as if the Organizer itself was a Customer.

2.2 Customer's responsibility
Customer is liable for all damage incurred due to circumstances attributable to Customer or to anyone who Customer is responsible for.

Rented Spaces shall be maintained and returned in the same state as found on entry.

The customer undertakes to follow Swedish law, ordinances and applicable regulations and decisions from authorities. The customer is responsible for obtaining and bearing the cost for potential necessary permits, licences or equivalent documents from relevant authorities, entity or equivalent documents required for goods, services or activities brought into or performed by Customer in the Facility. Examples of permits, licence or equivalent documents can be for playing music, showing video or performance of acting.

Customer is responsible for ensuring that materials brought into the Facility shall be marked with approval from competent authorities or entities. Permits or licences shall be available on site and Customer shall at SM's request without delay present or provide SM with a copy of the permit or licence.

The Customer is reminded of its obligations under applicable work environment legislation, e.g. regarding the use of safety shoes. The Customer shall follow SM's General Rules, which among other things include provisions regarding safety, waste handling and connection to electricity and heating, ventilation and sanitation systems.

Stand Space or Space must not, fully or partly, be reassigned or subleted without the approval of SM or Organizer.

If the Customer breaches these General Terms or other special terms and conditions for services provided by SM, the Customer may immediately be suspended from participation in ongoing and future Events. The Customer shall regardless of suspension pay the agreed compensation. If an obligation arises for SM to pay taxes or other fees for participation in an Event, Customer shall pay compensation to SM for such taxes or fees.

2.3 SM's responsibility
SM disclaims any responsibility for damages and claims resulting from these General Terms or herein stated conditions not being complied with, or from failure to obtain any required approval from SM. The Customer shall remain responsible and indemnify SM for all such expenses and damages.

SM shall not be responsible for any material, clothes or equipment that belongs to the Customer or any third party which are being stored in the Facility.

SM is not responsible for an Event's commercial impact/success, the number of participating exhibitors/visitors or the presence of certain strategic exhibitors/visitors. This applies to an Event as a whole as well as for each Exhibitor or Organizer.
The Customer grants SM the right, without requiring the specific consent of the Exhibitor, to make sound and/or film recordings of the products, messages, films, presentations, performances, persons or anything else that represents the Customer or that the Customer shows within the Facility. SM is thereafter entitled to freely publicize the results of such recordings for its own PR or marketing purposes. SM is in itself responsible for obtaining any necessary consent for such uses from any third parties concerned.

2.5 Code of conduct and miscellaneous
It is not permissible to bring live animals, explosive products or other items, which SM considers inappropriate from a safety point of view, for the environment within the Facility or into the Facility. In case of any uncertainty the Customer is obligated to request permission from SM.

The restaurateur engaged by SM, currently Mässrestauranger, has in principle with some exceptions the exclusive right to all sales of food and drinks within the Facility. Mässrestauranger also has the licence to serve any alcoholic beverages within the Facility, including all Spaces. Therefore Customer may not sell or serve food or drinks either within a Stand Space or in any Spaces used for the Event or in other parts of the Facility. Please also see the General Rules.

Any items left behind in a Stand Space, in a Space or otherwise within the Facility, after the permitted removal time, SM can remove at the risk and expense of Customer.

No omission from SM in invoking these General Terms shall be construed as a waiver of such right. Neither shall a waiver of any kind on any one occasion, irrespective of the reason therefore, be construed as a waiver of such right on any future occasion.

Disputes related to these General Terms or other contract/agreement shall, unless stated otherwise, be settled by Swedish courts with Swedish law as the governing law.

3. CUSTOMER OF SM
3.1. Conclusion of agreement
The reservations of a Stand Space or a Space, as well as these General Terms, are regardless of the reservation's form, contractually binding for The SM Customers. SM reserves the right to assess and, without any explanation, deny or set up specific requirements for The SM Customer's participation in or execution of a certain Event.

SM is bound by the agreement when an order confirmation has been sent to The SM Customers, which can also be made in the form of an invoice. If the confirmation deviates from the reservation, The SM Customers shall notify SM thereof within ten (10) days from the date of order confirmation/invoice. If no such notification is made both SM and The SM Customers are bound by the content of the order confirmation. If The SM Customers notifies SM about the deviation within the time limit stated above, SM shall either correct the deviation or declare the agreement cancelled.

The SM Customer's information, made on an order form or the like, regarding location and size of Stand Space or other Space, are only considered as a request. SM grants The SM Customer a final Stand Space or Space based on the use of the Facility, line of business or classification of interest within an Exhibition or other reasons. Time of application is of no relevance.

SM reserves the right to, whenever it finds necessary, adjust and rearrange the layout. Hence, a deviation between the request of The SM Customer and the Stand Space or Space finally allocated to the SM Customer shall never be considered a deviation between the reservation and the order confirmation.

SM is entitled to terminate the agreement with The SM Customer, in writing, with immediate effect in the event of The SM Customer's late payment.

3.2 Cancellation
The SM Customer may, free of charge, cancel a booking of Stand Space or Space within ten (10) days from the earlier of (i) date of dispatch of the first order confirmation, and (ii) invoice date of the first invoice. If a cancellation is made later than this date, the SM Customer is charged one hundred (100) percent of the rent for the stand or other compensation for Space, unless otherwise stated on the order confirmation or the invoice. However, registration fee or corresponding fee are never refunded.

3.3 The SM Customer's responsibility
The SM Customer undertakes to follow these General Terms, the General Rules and other special terms and conditions and instructions issued by SM and support SM´s Sustainability Policy. All terms and conditions, rules and instructions can be found at
www.stockholmsmassan.se/termsandconditions.

3.4 SM's responsibility
In the event of disruption or suspension of heating, water, communications connection, electronic or web based services or other services provided by SM due to circumstances within SM's control, SM's liability is limited to repayment of the fee paid for such service and The SM Customer has no right to repayment of stand rent. SM is not liable for disruption or suspension due to circumstances outside SM's control.

In the event of SM being forced to cancel or postpone an Event as a consequence of war, riot or act of terror, action taken by local authority or lack thereof, new or altered legislation, conflicts on the labour market, blockade, fire, flooding or accident of substantial proportion, pandemic or some other comparable incident, no refund of rent will be paid. The SM Customer shall, as soon as the Event can be held, be entitled to priority with regard to Stand Space or Space, and if applicable, exemption from the registration fee or corresponding fee. Except for the aforementioned, the SM Customer is not entitled to any form of compensation.

SM shall never be liable for the SM Customer's indirect damages, such as lost profit or other consequential damages. SM's liability shall under no circumstances exceed five (5) base amounts (Sw. *prisbasbelopp*) in accordance to the Social Insurance Code (2010:110). SM's liability toward the SM Customer is limited to what is stated above, unless caused by intention or gross negligence.

3.5 Payment terms
Registration fee or corresponding fee, stand rent and all other fees for Spaces shall be paid for in advance at the earlier of (i) the day before the Event's execution, and (ii) thirty (30) days after the date of invoice.
Payment for other services shall, unless otherwise stated at confirmation, be paid for after delivery, within fifteen (15) days of invoice date.

Change or cancellation of products/services later than ten (10) days prior to an Event's first official moving-in day or when material already has been produced or services have been provided, are charged at full price according to applicable price list or offer.

Complaints shall be made without delay and have reached SM no later than twenty (20) days after date of invoice. In the event of late payment, interest will be charged at a rate of one and a half (1.5) percent per month. SM reserves the right to charge fees for issuance of invoice (currently SEK 30), reminders (currently SEK 60) and claims etc.

3.6 Processing of personal data
For processing of personal data that SM performs on behalf of an SM Customer, a data processing agreement shall be concluded.
For any other processing of personal data, SM's Data Protection Policy, that can be found on www.stockholmsmassan.se/dataprotection, applies.

4. EXHIBITORS
4.1 Applicability
The provisions in this section 4 apply to Exhibitors who are SM Customers or Customers of Organizer. Organizer is responsible for informing its Exhibitors of the provisions of this section and that the Exhibitors adhere to the provisions in this section. The Organizer is liable toward SM for its Exhibitors' compliance with the provisions of this section.

4.2 Use of a stand
4.2.1 Before the Exhibition
The Stand Space shall, unless otherwise agreed, have been taken into possession no later than twenty four (24) hours prior to the opening of the Exhibition. Failure to do so entitles SM/Organizer to use the stand location for other purposes. The Exhibitor shall have the stand location ready and prepared at the latest 12 (twelve) hours prior to the start of the Exhibition.

The Stand Space may not be taken into possession unless registration fee or corresponding fee, rent and any other fees according to the order confirmation and, if relevant orders made later, are paid in full.

The Exhibitor is responsible for the design, construction, decoration, dismantling, removal and cleaning of its stand.

4.2.2 During and after the Exhibition
The stand must meet the requirements stated in SM's General Rules.

The Exhibitor shall keep the stand in good condition and, at the request of SM/Organizer at its own expense, make necessary improvements if SM/Organizer considers it not to meet reasonable quality requirements.

Only such products and services that are considered by SM/Organizer to comply with the objectives of the current Exhibition and that meet reasonable quality requirements may be exhibited. In the event that a product or service is found by SM/Organizer not to meet the aforementioned requirements, the Exhibitor is obliged to remove such items from the stand immediately and at his own expense. The Exhibitor is obligated to request an advance decision from SM/Organizer in case of uncertainty.

The Exhibitor shall not be entitled to a refund of the stand rent or any part thereof, or to receive any other compensation from SM/Organizer in respect of any costs or loss suffered – either direct or indirect – which could possibly arise as a consequence of a decision made by SM/Organizer according to the above.

SM/Organizer has an unconditional right to dismiss an Exhibitor or certain items or services. Dismissal is made at the Exhibitor's expense.

It is not permissible for the Exhibitor to:
a) conduct direct sales to visitors unless SM/Organizer has explicitly stated that this is permissible (for example in information/instructions on a web site, on a registration form or equivalent document) or if SM/Organizer has provided approval in another specific agreement with the Exhibitor;
b) without approval of SM/Organizer, distribute advertisement outside its own Stand Space;
c) without approval of SM/Organizer, through messages, exposure or activity, within or in connection to the Facility, refer to another exhibition or activity outside the Facility or its immediate surroundings;
d) without approval of SM/Organizer in the Stand Space or at another location, physical, digital or virtual, within and in connection to the Facility, carry out or permit political propaganda,
e) to arrange its Stand Space, decorations, activities, marketing or sales in a manner which contravenes applicable law or which causes disturbance to other exhibitors or visitors, e.g. by its sound level;
f) without approval of SM/Organizer remove exhibited goods from the Stand Space during an ongoing Exhibition (does not apply to goods which due to their nature are intended for direct sales and are not part of the stands product demonstration or similar purpose); or
g) without approval of SM/Organizer, dismantle or remove the entire or part of the Stand Space's furnishing and/or content prior to the end of the Exhibition.

In case of breach of any of the provisions above, SM/Organizer is entitled to, if necessary, to take corrective measures at the Exhibitor's expense.

As a means of guarantee for the fulfilment of all obligations toward SM/Organizer that the Exhibitor has or may have, SM/Organizer shall be entitled to retain items the Exhibitor has left behind until payment has been made in full.

4.3 SM's/Organizer's responsibility
In the event SM/Organizer is not able to provide the assigned Stand Space, SM/Organizer has the right to make a reasonable change of location and space without releasing the Exhibitor from its duty to provide compensation. If SM/Organizer is not at all able to provide
stand space, the Exhibitor is only entitled to refund of the paid stand rent and other fees related to the stand space which was not provided.

SM/Organizer is not responsible for exhibited items or decorations in the Exhibitor's stand, unless damage has been caused by gross negligence or intent on the part of SM/Organizer or by staff for whom SM/Organizer is responsible.

In the event a catalogue or other compilation of information regarding a certain Event is created, irrespective of form, SM/Organizer is not liable for any errors therein.