# **EXHIBIT APPLICATION FORM**

# 42<sup>nd</sup> EUROPEAN HUMAN GENETICS CONFERENCE – ESHG 2010

12 - 15 June 2010

Gothenburg, Sweden

Please type or	print		
The undersigned,			
Company name:			
Division:			
Address:			
Postal code:			
Town:			
Country:			
VAT registration n	umber:		
Contact person:			M/F
Job title:			IVI / F
Department:			
Telephone general	Ė		
Telephone direct:			
E-mail:			
stand wa     fascia wi     one spot     carpet (c	alls of 2.50 m high th company name ar per 3 m², excluding hoice of colour) is per m² - booked + fi	nd stand number electricity and main of ully paid before 1 Fe paid after 1 February	connection bruary 2010
Handling fee,	per exhibitor: EURO	475	
company's we with booking o URL:	bsite at EURO 185 ( f exhibit space).	the conference webs price applicable only	in combination
1st choice	2nd choice	3rd choice	4th choice

# Allocation of stand space

Stand locations will be allocated on a "first come, first served" basis upon receipt of this Exhibit Application Form and the corresponding payment.



Congress Consultancy by

Agent/distributor (co-exhibitor)

The	undersigned	applies	for	registration	of	the	following
agen	t/distributor as	their co	-exh	ibitor at EUR	0 6	300:	

Products/services on display at the exhibition:						
List exhibitor(s) you would not like in close proximity to your stand location:						
Conditions of payment Stand space and handling fee are payable as follows:  A. Bookings at the low stand space fee (booked and fully paid before 1 February 2010):  - 50% upon application for stand space  - 50% before 1 February 2010  B. Bookings at the high stand space fee (booked and paid after 1 February 2010):						
- 100% upon application for stand space  C. Co-exhibitor fee will be invoiced with (first) exhibit space invoice.						
Rose International will issue an invoice, with full bank details, or each installment / payment due. All bank costs should be baid by exhibitor.  For further important aspects of the Conditions of Payment, blease see the Invitation to Exhibit and General Conditions.						
VAT All fees are excluding Swedish VAT (25% at the time of printing of this form). VAT will be specified on all invoices.						
General conditions  By signing this Exhibit Application Form, we accept as binding the General Conditions (see back side of this form) of Rose International, The Hague, The Netherlands.						
Place and date:						
Name and job title of person who signs this form (person should be authorised to sign on behalf of the company):						
Signature and company stamp:						
Fay (or email a not conv.) this Exhibit Application Form to						

Fax (or email a pdf copy) this Exhibit Application Form to:

ROSE INTERNATIONAL, Exhibition Management & Congress Consultancy bv, at:

Fax +31 70 381 8936

Email <u>ideroos@rose-international.com</u>

Your contact Jantie de Roos Telephone +31 70 383 8901

# **GENERAL CONDITIONS**

These General Conditions govern all contracts entered into by ROSE International, Exhibition Management & Congress Consultancy by, Van Imhoffstraat 20, P.O. Box 93260, 2509 AG The Hague, The Netherlands, with exhibitors at the trade fairs and exhibitions organised by ROSE International, hereinafter referred to in these General Conditions as "exhibitions," in the Netherlands or anywhere else in the world.

## Art. 1. REGISTRATION

- 1.1. After receipt of an applicant's completed and signed application form, the applicant is registered as an exhibitor at an exhibition being organised by ROSE International. By completing and signing the form, the applicant declares himself to be familiar with the objective of the exhibition, and agrees to exhibit only those products or services which come within the scope of the exhibition.
- 1.2. By completing and signing the form, the applicant also undertakes to be bound by these General Conditions, a copy of which is sent out with the application form.
- 1.3. The person who signs the application form is considered to have full authority to do this on behalf of the exhibitor. The exhibitor cannot appeal to ROSE International on the grounds of any lack of authority on the part of the signatory.
- 1.4. If ROSE International accepts the applicant as an exhibitor, it will send a confirmation to the exhibitor. In this confirmation, mention must be made of at least the following:
- · the place where the exhibition is being held;
- the dates on which the exhibition is being held;
- the size of the space reserved for the exhibitor at the exhibition, in square metres.
- 1.5. ROSE International has the exclusive authority to allocate its available stand space to exhibitors. The wishes of the exhibitor will be taken into account as far as possible.
- 1.6. ROSE International reserves the right to refuse registration.

## Art. 2. STAND DESIGN

- 2.1. In good time before the start of the exhibition, the exhibitors will be sent the relevant "Exhibitors Manual," covering the exhibition for which the exhibitor has registered. The provisions contained in the Exhibitors Manual, together with these General Conditions, form part of the contract between the parties. Should the General Conditions and the Exhibitors Manual differ in any given case, the provisions in the Exhibitors Manual are binding.
- 2.2. A design for the stand in the form of a clear scale drawing in duplicate, or a model accompanied by a single scale drawing must be received by ROSE International prior to the date stated in the Exhibitors Manual. The design must meet the requirements laid down in the Exhibitors Manual.

## Art. 3. STIPULATIONS CONCERNING THE STAND

- 3.1. The exhibitor is obliged to comply with the instructions given by, or on behalf of, ROSE International, the fire service or other officials responsible for the maintenance of order and safety with regard to the construction, layout and safety of his stand, the advertisements to be carried on his stand, the products or objects to be exhibited on it and the decorations to the stand.
- 3.2. The exhibitor is obliged to observe the schedules set out in the Exhibitors Manual for the construction and dismantling of his stand.
- 3.3. The exhibitor is not permitted to make all or part of the stand he has been allocated available to third parties.
- 3.4. The presentation of advertising material may only take place within the stand space.
- 3.5. The use of light, flammable materials, the use of fire and the use of heaters in or on the stand is permitted only with ROSE International's written consent, in accordance with the fire regulations that are in force.
- 3.6. No use may be made of amplification equipment in order to attract the attention of the public. ROSE International's written permission is required for exemption from this prohibition.
  3.7. The provision of refreshments to the public by exhibitors is only permitted if the catering
- regulations for the exhibition building concerned are observed.

  3.8. Exhibitors are obliged to ensure that their stands are permanently manned during the
- exhibition opening hours. In principle, the stand should always be open to the public.

  3.9. The exhibitor is obliged to leave the space made available to him in its original condition when the contract period comes to an end. If ROSE International considers it necessary to take steps to restore it to its original state, the costs incurred will be borne by the exhibitor.

# Art. 4. PRODUCTS

- 4.1. The exhibitors may only exhibit, demonstrate or show samples of the products and services specified on the registration form. These activities must remain within the objectives of the exhibition at all times.
- 4.2. The exhibitor is not permitted to deal in used goods, or act as a repairer. Nor are exhibitors permitted to provide goods or services at their stand for reimbursement.

# Art. 5. PAYMENT

- 5.1. Payment is to be made in accordance with the conditions of payment on the exhibit application form.
- 5.2. Should the exhibitor fail to make a payment on time, the exhibitor forfeits any right to exhibit at the exhibition. Refund of monies already paid by the exhibitor will only take place in accordance with the provisions of article 6, clauses 3, 4 and 5 of these General Conditions. Unless stated otherwise in said article, the agreed price remains payable in full by the exhibitor.
- 5.3. Contractual interest at an annual rate of 15% of the agreed price is payable by the exhibitor from the due date specified on the application form.

# Art. 6. CANCELLATION

- 6.1. If serious circumstances dictate, whether they are dependent or independent of ROSE International, ROSE International has the right to cancel the exhibition. The undertakings made in the confirmation of reservation cease to apply, and the payments already made by the exhibitor will be refunded, with a deduction being made for the costs incurred by ROSE International, whichmay not exceed 15% of the originally agreed price. In such cases, the exhibitor is not entitled to claim compensation.
- 6.2. If an exhibitor has not taken up the use of the stand space 36 hours before the time at which an exhibition is due to be opened to the public, or if it has been stated prior to this that the exhibitor will not be taking up the space reserved for him, this space may be made available by ROSE International to other exhibitors without further notice or proof of default.

- In such a case, the agreed price is payable in full by the exhibitor to ROSE International, and the exhibitor is not entitled to claim compensation.
- 6.3. The exhibitor may cancel his reservation in writing. If the cancellation takes place at least 180 calendar days before the start of the exhibition, 50% of the agreed price is payable by the exhibitor.
- 6.4. Where the cancellation takes place during the period between 120 and 180 calendar days before the start of an exhibition, 75% of the agreed price is payable by the exhibitor.
  6.5. Where the cancellation takes place within 120 days of the start of an exhibition, the agreed price is payable in full by the exhibitor. The exhibitor is responsible for any extra costs which ROSE International may incur through fitting out the stand space which is not being used.

#### Art. 7. REDUCTION OF THE AREA RESERVED

7.1. An exhibitor may only reduce the area (in square metres) he has reserved with ROSE International's prior written permission. The costs for the area cancelled remain payable in full by the exhibitor.

## Art. 8. INCAPACITY TO DISPOSE OF HIS PROPERTY ON THE PART OF THE EXHIBITOR

8.1. If an exhibitor is declared bankrupt, requests or obtains a moratorium or otherwise loses or has lost his capacity to dispose of (parts of) his property, as well as if an exhibitor permanently ceases to trade, the exhibitor's right to exhibit at the exhibition is terminated. With regard to the sums (still) payable by the exhibitor, the stipulations of article 6, clauses 3, 4 and 5 of these General Conditions apply.

#### Art. 9. LIABILITY

- 9.1. The exhibitor takes part in the exhibition entirely at his own risk. The exhibitor indemnifies ROSE International against all third party liabilities as a result of damage caused by the exhibitor during the exhibition.
- 9.2. ROSE International accepts no responsibility whatsoever for damage which the exhibitor may suffer as a result of his presence at or participation in the exhibition, including loss of, or damage to, the exhibitor's goods.
- 9.3. The exhibitor is obliged to take out insurance against third party risks before the start of the exhibition. The costs of this insurance will not be met by ROSE International.

## Art. 10. NON-COMPLIANCE

- 10.1. The exhibitor is in default for non-compliance with any of the obligations resting with the exhibitor under the terms of these General Conditions or any further written agreements, and ROSE International may dissolve the agreement without the intervention of the court with immediate effect. The exhibitor is bound to compensate ROSE International for damages suffered or to be suffered as a result of his failure to comply. At the same time, any right to reserved stand space is terminated.
- 10.2. At ROSE International's first demand, the exhibitor is obliged to comply with the obligations resting with him under the terms of these General Conditions, as well as with the instructions of ROSE International or other officials responsible for the maintenance of order and safety. Should the exhibitor refuse to comply, ROSE International may demand that the exhibitor closes his stand within an hour and leaves the exhibition, failure to do this will result in the exhibitor receiving an on-the-spot fine of EURO 12,000,- which is not subject to mitigation by the court. The exhibitor is excluded from taking part in the exhibition for the entire remainder of its duration. In cases such as those referred to in this article and the previous article, the exhibitor may not claim a refund of the price for the period during which he is not allowed to make use of his stand, nor may he make any claim for compensation.
- 10.3. In the cases referred to in the first and second clauses of this article, if the stand is not removed by the exhibitor at the end of the exhibition, ROSE International is empowered to dismantle the stand and confiscate all of the goods, and to have them stored at the exhibitor's expense. ROSE International may retain these goods as security for all the monies payable to it as a result of the exhibitor's failure to comply with his obligations.
- 10.4. If the amount payable to ROSE International has not been settled within 30 days of the exhibitor's goods being stored, ROSE International is hereby explicitly empowered by the exhibitor to dispose of the goods by public or private sale. After deduction of all debts payable to ROSE International, including costs incurred, damage suffered and any fines imposed, the balance will be paid to the exhibitor.
- 10.5. In the event of the late payment of any sums payable under the terms of these General Conditions or further agreements, the exhibitor is liable for any legal and non-legal expenses ROSE International incurs in the collection of its debt. The non-legal collection expenses amount to 15% of the sum payable to ROSE International, with a minimum of EURO 500,... If this is not paid on time, the exhibitor is liable to pay contractual interest at an annual rate of 15%, with effect from the date on which the exhibitor has failed to pay.

# Art. 11. AMENDMENTS

- 11.1. ROSE International at all times reserves the right, if seriouscircumstances dependent or independent of ROSE International make it necessary, to change the dates of the exhibition and/or the location of the exhibition and/or of the stand, as well as the right to alter the design and/or the size of the stand. In such cases, the exhibitor may not make any claim for compensation, and will only be able to make use of his right of cancellation in accordance with the stipulations of article 6, section 3, 4 and 5 of these General Conditions.
- 11.2. Amendments to and departures from these General Conditions only come into effect if ROSE International has given written approval.

# Art. 12. DISPUTES

- 12.1. In all cases not covered by these General Conditions, ROSE International's decision will be final, wherever possible after prior consultation with the exhibitor.
- 12.2. The legal relationship between the exhibitor and ROSE International is governed by the law of the Netherlands. All disputes will in the first instance be adjudicated by the competent court in The Hague, to the exclusion of any other competent legal bodies.
- 12.3. In the event of a dispute in the interpretation of translations of theseGeneral Conditions, the text of the Dutch version is to be used.

These General Conditions are filed with the Companies Register of the Chamber of Commerce in The Hague, under no. 3139.