



EUROANAESTHESIA TERMS & CONDITIONS

1. Terms of reference

In these Terms and Conditions the following definitions shall apply:

- 1.1. "Contract" shall mean the contract established between the Exhibitor, Sponsor, and/or Advertiser, and the Organiser upon the Exhibitor, Sponsor and/or Advertiser accepting the offer of the Organiser to participate, upon these Terms and Conditions, in the Event.
- 1.2. "Event" shall mean the Euroanaesthesia 2009 congress and exhibition, Milan, Italy 6 June – 9 June 2009.
- 1.3. "Exhibition" shall mean the exhibition forming part of the Event.
- 1.4. "Exhibition Centre" shall mean the MIC, Milan.
- 1.5. "Exhibition Space" shall mean any space in the Exhibition Centre licensed to the Exhibitor by the Organiser for the purpose of the Exhibition and shall include shell (ready stand) scheme and non-shell (raw) spaces.
- 1.6. "Participant" shall include Exhibitors, Sponsors and Advertisers, the person being described as such in the Application Form and all employees and agents of such person and shall, if applicable, also include permitted sub-licensees of the Exhibitor.
- 1.7. "Exhibitor's Manual" shall mean the manual supplied by the Organiser to the Exhibitor, which contains information relating to the Exhibition and the Exhibition Space.
- 1.8. "Fees" shall mean the amount payable for the use of the Exhibition and Advertising Space and Sponsorship of the opportunities listed in this prospectus.
- 1.9. "Organiser" shall mean European Society of Anaesthesiology AISBL.
- 1.10. "Exhibition Centre Operator" shall mean the owner/proprietor operator/manager of the Exhibition Centre.

2. Eligibility for conditions of participation

- 2.1. The Organiser has absolute discretion in the admission of Participants and reserve the right to decline any application without giving any reason.
- 2.2. The Participant shall, to the extent appropriate, observe and comply, without prejudice, with the rules and regulations of the Exhibition Centre. Certain of the provisions therein are summarised, for Exhibitor reference but they shall not, under any circumstances, be construed as limiting the obligations of the Exhibitor to observe and comply with all applicable rules and regulations of the Exhibition Centre.

3. Application for participation

All applications for participants shall be made on the prescribed Order Form. The Order Form shall be submitted to the Organiser followed by the deposit for the rental of the Exhibition Space as stated in *Terms of payment and cancellation policy* on page 24.

4. Exhibition space licensing and allocation

- 4.1. Exhibition Space is licensed to the Exhibitor for trade promotion purpose only for the duration of the Exhibition. The Exhibitor is not allowed to sub-license the Exhibition Space allocated to it, either wholly or in part, without the prior written consent of the Organiser. The Exhibitor shall ensure that any such authorised sub-license comply with these Rules and Regulations and shall be responsible for any default of such sub-license.
- 4.2. The Organiser has absolute discretion in allotting space in the Exhibition and the location of raw space and ready stands.
- 4.3. Ready stands are provided by the Organiser's official contractor and are all erected according to a standard pattern. No variation of the standard fascia and lettering will be permitted.



Exhibits and displays should not exceed the height of the stand walls unless written permission has been received from the Organiser.

- 4.4. Plans, drawings, and design proposals for raw spaces must be submitted to the Organiser for approval no later than two months before the Event.
- 4.5. Any Exhibitor must comply with, and any of his stand design proposals conform to, the rules and regulations of the Exhibition Centre and those of any public authority or department of the Italian Government. The Exhibitor shall be solely responsible for observing and complying with the same and for obtaining all consents, approvals, authorities; licenses and the like as may be requisite to its participation in the Exhibition.

5. Use of Exhibition space and safety

- 5.1. The Exhibitor shall set-up to the Exhibition Space according to the arrangements and within the time limits specified by the Organiser.
- 5.2. The official contractors nominated for the Exhibition must handle movements of exhibits in and out of the Exhibition Centre. No exhibit will be allowed into or out of the Exhibition Centre without any official delivery order or clearance document. The costs of transporting goods to and from the Exhibition Centre, receiving, storing, decorating and removing its exhibits are to be born entirely by the Exhibitor.
- 5.3. No Exhibitor may alter or in any way affect the structure or fixtures of the Exhibition Centre. Exhibitors will pay the cost of making good any damages caused to the Exhibition Centre or fixture by themselves and/or their contractors or sub-contractors. The Organiser reserves the right to refuse admittance to any visitor to the Exhibition.
- 5.4. During the licence period the Exhibitor shall be responsible for the good conduct of its employees, servants and agents, contractors and sub-contractors who shall be bound by and must observe these Terms and Conditions in all respects.
- 5.5. The Exhibitor's stand must be manned by an authorised and competent representative of the Exhibitor at all times during the Exhibition. This representative must be fully conversant in English, with the products and services of the Exhibitor and shall be duly authorised to negotiate and conclude contracts for the sale of the Exhibitor's products and services. Public auctions shall not be permitted in the Exhibition at any time.
- 5.6. Counterfeit goods exhibited at the show will not be allowed and the Organiser has the right without recourse to physically remove the items and close down the stand of the said Exhibitor. The Exhibitor will not have any financial claim against the Organiser.
- 5.7. All exhibits and stand furnishings must be confined to the area of the Exhibition Space. Any advertising literature should be distributed from the Exhibitor's own stand(s) only.
- 5.8. The use of laser products at the Exhibition requires prior written approval from the Organiser. Application for approval of such must be submitted no later than two months before the Event.
- 5.9. No Exhibitor shall in no way engage in filming, sound or video recording, any musical performance (including the use of pre-recorded music), telecasting and broadcasting unless prior written approval has been given by the Organiser.
- 5.10. Repairs or alterations to the stand or display may only be carried out after the Exhibition is closed to the public and with the prior agreement of the Organiser.
- 5.11. No stands or exhibits shall be dismantled before the official closing time of the Exhibition on the last day of the Exhibition unless the Organiser has given special permission.
- 5.12. All exhibits and stand material shall be removed immediately after the closing of the Exhibition according the time limits specified by the Organiser. The Exhibitor shall vacate and return the Exhibition Space to the Organiser in as good and clean order as it was when initially licensed out. Any exhibits or stand materials left behind at the Exhibition Centre shall be deemed to be abandoned and shall be disposed of at the expense of the Exhibitor concerned.
- 5.13. The Organiser reserves the right at any time to order the alterations or removal of any stand which differs from the approved specifications or which does not conform to the rules and regulations of the Exhibition Centre. The cost of such alteration and removal shall be entirely borne by the Exhibitor.

6. Insurance & Liability

- 6.1. The Exhibitor should ensure that there is in existence prior to its seeking access to the Exhibition Centre, a valid insurance policy, covering (but not limited to) theft, fire public (including occupier's) liability, damage to property and effects, personal injury, consequential



loss, pecuniary and pain and suffering damages occurred in any part of the rented premises and any such other risks and natural causes. This insurance policy shall provide an overall indemnity of not less than the equivalent of One Million Euros (€ 1,000,000). The Organiser shall be entitled to inspect any such insurance policy and receipts for premium at any time.

- 6.2. Companies involved in assembling and decoration of stands are required to have a previous credential, which implies the presentation of an insurance policy for civil and professional liability, covering damage caused in the premises or to a third party and possible damage due to stoppage of MIC's activities, in the amount of € 250,000.00.
- 6.3. The Exhibitor undertakes to indemnify and at all times thereafter to keep indemnified the Organiser, its employees and agents on demand against all claims, liabilities, losses, suits, damages, judgements, expenses, costs and charges of every kind arising out of the default or negligence of, or any damage caused by, the Exhibitor or its contractors or sub-contractors.
- 6.4. All exhibits are brought to, displayed and removed from the Exhibition Centre at the Exhibitor's own risk and should be safeguarded by the Exhibitor at all times.
- 6.5. The Organiser shall not be responsible for any error or omission relating to the Exhibitor, its equipment, products or services in the listings in the Exhibition's Official Directory, Final Programme or in any promotional material.
- 6.6. The Organiser shall not be held responsible in any manner whatsoever for the consequences of any introduction or commercial transaction made during or as the result of the Exhibition.
- 6.7. If any Exhibition is cancelled or postponed due to any force majeure events, the fees may be reduced by such amount as the Organiser may, at their absolute discretion, think fit. The Exhibitor shall have no claim whatsoever for compensation for loss or damage suffered of additional expenses incurred as a result of any cancellation, postponement, and alteration in character or reduction in scale of the Exhibition. Generally, participation by the Exhibitor in the Exhibition is solely at the Exhibitor's own risk.

7. Terms of payment and cancellation policy

The stand rental fee should be paid in two instalments for applications received before 31 January 2009.

- 7.1. 50% deposit within 30 days of invoice date; the deposit secures your stand location choice.
- 7.2. 50% for the balance due on or before 31 January 2009
- 7.3. Failure to pay cancels your reservation and invokes a cancellation charge.
- 7.4. If the signed Application Form is received after 31st January 2009, the entire sum due will be invoiced directly. Payment must be made within 30 days of the date of the invoice or sooner if indicated on the invoice.
- 7.5. Any late payment (i.e. receipt of money by Organiser beyond the due date stipulated on invoice) will be subject to a penalty of 21% APR on the total amount invoiced. No Participant will be allowed to participate or have access to the Event should both of the payment instalments not have been received by the Organiser prior to the Event and within the stipulated deadline.
- 7.6. The signed Application Form is irrevocable. There will be no refund of the 50% deposit in the event of abandonment and the Participant must notify the Organiser by Registered Mail by 31st January 2009. Should such communication be given after 31st January 2009, the Participant must pay the full amount of the participation fee. In this case, and if applicable, the Organiser can make use of the stand by assigning it to other Exhibitors.
- 7.7. Any Participant, who serves notice of abandonment without having paid the down-payment as required, will be required to pay 50% of the total fees due, if the said notice is received prior to 31st January 2009; the Participant will be required to pay the entire sum due if the notice is received after this date.

8. Waiver

- 8.1. No waiver by the Organiser of any of the provisions of these Rules and Regulations or of any of its rights hereunder shall have effect unless given in writing and signed by the Organiser.
- 8.2. The waiver by the Organiser of any of these Rules and Regulations shall not prevent the subsequent enforcement of these Rules and Regulations and shall not be deemed to act as a waiver in respect of any subsequent breach.



9. Termination of participation

The Organiser shall have the right to terminate without notice a Participant's right to participate in the Event upon occurrence of any of the following events:

- 9.1. If the Participant or any of its representatives commits a breach of any of these Rules and Regulations; or
- 9.2. If the Exhibition Centre and/or the Exhibition Space becomes unfit for occupancy and use or the Exhibition is cancelled; or
- 9.3. If the holding of the Exhibition or the performance of this Contract by the Organiser is substantially or materially interfered with due to any cause or causes not reasonably within the control of the Organiser; or
- 9.4. If the Organiser believes that the Participant conducts an activity that does not conform to the nature and purpose of the Event or if proper use is not being made of the Exhibition Space during the installation period or at any time during the term of the Exhibition; or
- 9.5. If the payment of Fees is not made by the Participant in accordance with Point 7; or
- 9.6. If the Participant is, for any reason, unable to meet his contractual obligations.

In the event that a Participant's right to participate in the Event is terminated the Participant shall have no claim for refund of any fees paid to the Organiser.

Resume

The International Pharmaceutical Congress Advisory Association's (IPCAA) Code of Conduct, Medical congress Guidelines and Housing Guidelines, and the Code of Practice of the European Federation of Pharmaceutical Industry Association will also be adopted.