



#### **4. PARTICIPATION FEE AND ADDITIONAL COSTS | TERMS OF PAYMENT**

4.1 The calculation of the participation fee and the additional costs (power, cleaning, security, etc.) is based on the size of the stand and results from CBS' price list. The prices according to CBS' price list is binding and only valid for one fair. Subsequent price changes require the prior consent of the Exhibitor. The calculation of the total stand floor space as allocated will not take into account any projecting or overhanging parts, pillars, installation connections and other permanent internal fittings. Provided that utility is ensured and that there is no substantial impairment, any projecting or overhanging parts, pillars, installation connections and other permanent internal fittings in the stand space do not entitle the Exhibitor to reduce the participation or the additional costs.

4.2 Together with the notification of admission, the Exhibitor will be invoiced for the participation fee and the additional costs. Complaints relating to the invoice shall be made in writing immediately, at the latest two weeks after receipt of the invoice. CBS is entitled to claim the participation fee and the additional costs in full even if the Exhibitor does not use the rented stand area at all or only partially. In the event that the contract is not completely or only partially fulfilled by CBS, the participation fee and the additional costs shall be partially reimbursed to the Exhibitor. Further claims shall be subject to section 6 below. The invoiced amount shall be payable in full without any deductions within 10 days after invoicing. The stand areas may only be occupied if payment has been effected before the fair commences. CBS shall be entitled to claim interest and fees in accordance with Danish law resulting from the delayed payment. Should settlement of the invoice not be effected by the deadline, CBS shall additionally be entitled to dissolve the contract.

4.3 The Exhibitor shall not be entitled to discharge by way of counterclaims against CBS' claims arising from the contract or assert a right of retention with respect to such claims, save that the claims which shall be subject to the set-off or the retention have been found to be uncontested or legally binding.

#### **5. DOMICILIARY RIGHTS**

CBS exercises the domiciliary rights throughout the exhibition area. It shall be entitled to remove exhibits from stands if their display contravenes statute law or public policy or is not in accordance with the program of the fair. Promotion of political and ideological ends is prohibited. In the event of serious offences, CBS shall be entitled to evict the respective stand area at the Exhibitor's risk and expense.

#### **6. INSURANCE | LIABILITY**

6.1 CBS will provide video surveillance of the exhibition area during the whole fair and the assembly and disassembly times. Professional security is also maintained between the opening hours. Irrespective of that CBS does not assume any obligation to exercise proper care of exhibits, stand fittings and objects which are property of the stand personal. All products, stand constructions and materials are solely at the Exhibitors own risks, and the Exhibitor should make sure to have the proper insurance before attending the exhibition.

6.2 Notwithstanding the foregoing CBS shall only be liability on the basis of willful or gross negligent misconduct, provided that the damages have not been foreseeable and no substantial contractual obligations have been violated and no personal injuries have taken place. The quantum of damages is limited to the amount covered by the employer's liability insurance of CBS. Any further liability is excluded. This applies to all and any claims which could arise as a result of, and in connection with this contract.

6.3 If CBS is compelled to temporary vacate or permanently close the exhibition area or parts thereof, to postpone the event, shorten or extend it due to an Act of God, or for other reasons beyond its control, then the Exhibitor shall not be entitled to any rights, in particular, to claims for damages against CBS.

6.4 For any and all damages incurred to CBS caused by the Exhibitor, his staff, his employees or by third parties commissioned by the Exhibitor who are acting on his behalf on the premises of the exhibition area, the Exhibitor shall be held liable according to the legal provisions in force.

#### **7. PERIOD OF LIMITATION**

7.1 All claims against CBS resulting from the contractual relationship and all legal circumstances connected with it, become statute-barred within one year after the Exhibitor has become knowledge as regards to the respective claim.

#### **8. PLACE OF FULFILLMENT | PLACE OF JURISDICTION | APPLICABLE LAW**

8.1 The place of fulfilment is Copenhagen.

8.2 The place of jurisdiction shall be Copenhagen, in so far as the Exhibitor has merchant status, is a legal entity of public law or a separate entity under public law. CBS shall also be entitled, at its option, to lodge its claims at the court of the place where the Exhibitor has its place of business or a branch.

8.3 All legal relationships between the Exhibitor and CBS shall be subject to Danish Law.

#### **9. MISCELLANEOUS**

9.1 By signing the application from the Exhibitor recognizes CBS' General Conditions of Participation together with all other regulations relating to the contractual relationship, as binding.

9.2 Any changes or amendments of this agreement must be made in writing. The same applies to the termination of the whole agreement or provisions of it, and to any derogation of the requirement of written form.

9.3 If any provision in this agreement is invalid or should become invalid, this shall not affect the validity of the rest of the agreement. The provision thus invalidated shall be replaced by a provision which is closest to the parties' commercial interest. The parties are obliged to cooperate in clarifying the text of the agreement accordingly. The same applies to any omission in this agreement.