



AR-MEDICA®

PARTICIPATION CONTRACT
Nr. Date:



**Arad Chamber of Commerce,
Industry and Agriculture**

310017 Arad, Closca No. 5
Phone: +40.257.208 800, +40.730.188 290
Email: simona.vacaru@ccia-arad.ro
Web: www.ccia-arad.ro

AR-MEDICA 2021

**The 28th edition
of the International Fair of Medicine**

4th – 6th November

**EXPO ARAD
Calea Aurel Vlaicu, nr. 300
Deadline: 10.10.2021**

Gheorghe SECULICI President CCIA Arad
Simona VACARU Project Manager
Fiscal Code: RO 4143208
Bank: BCR ARAD
Bank Account: RO09RNCB0015030328990002

EXHIBITOR

Town _____ Contry _____ Street _____ No. _____
Postal code _____ Phone _____ Fax _____ Email _____
Bank _____ Account number _____
Fiscal code _____

Registration in the fair's catalogue | Company name _____ | Phone _____

*The text must be in English and written with uppercase letters.

CO-EXHIBITOR

(Please attach the data and text for the fair's catalogue for each co-exhibitor)

Company _____ Adress _____
Phone _____ Fax _____ Email _____

Companies represented by the exhibitior or co-exhibitor: _____

	<u>EUR</u>	<u>VALUE</u>
1.Registration fee _____ X 100 = _____ EUR (Obligatory for every exhibitor and co-exhibitor and includes registration in the fair's catalogue)		
2.Stand		
Inner stand _____ sqm X 50 = _____ EUR (Minimum 6 sqm) The stand comprises: separation walls, upper fascia board, company name inscription + town, one spot/4 sqm, catalogue entry, a table, 4 chairs, 1 plug, 1 wate-paper basket, no carpet. For additional services please subscribe in appendix No. 2.		
Inner stand without equipment _____ sqm X 35 = _____ EUR (Minimum 15 sqm)		
Stand type tax: corner/peninsula/inland _____ 25/35/45 type stand = _____ EUR		
TOTAL _____		EUR

TOTAL GENERAL _____ + _____ = _____ **EUR + VAT =** _____ **EUR**
(TOTAL + TOTAL APPENDIX 2)

The amount of money will be paid in the following Bank Account: Camera de Comerț, Industrie și Agricultură a Județului Arad, No. RO09RNCB0015030328990002 opened at the Romanian Commercial Bank, Arad branch, Fiscale Code RO 4143208, according to the terms prescribed in the Participation Conditions:

- 30% of the contract value within 5 (five) days after the signing of the contract;
- 70% of the contract value not later than 5 (fifteen) days before the opening of the exhibition.

If the conclusion of the Contract takes place with 30 (thirty) days before the opening of the exhibition, or inside that period, the payment will be made in one installment, within 5 (five) days of signing the Contract, but no later than the day before the exhibition opening.

The Fiscal Code communication: In this contract is your accord to make the invoice without VAT. Your participation on this event is only for marketing and publicity. We confirm the acceptance of the Participation Conditions. The appendices are integral parts of this contract. The date on which the contract is signed by the organizer represents the moment of the contract conclusion and from then the parts cannot alter unilaterally its provisions.

We acknowledge and agree with the terms and conditions, and also, with appendices, as part of the Contract. Date of signing the Participation Contract by the Organizer is considered the date of conclusion of the Contract, in which time the parties can not unilaterally change the contractual provisions.

ORGANIZER (signature/stamp)	EXHIBITOR (signature/stamp)
President CCIA Arad Arh. Gheorghe SECULICI	Manager/Administrator name/surname

Participation Conditions

A. GENERAL PROVISIONS

1. The exhibition is organized by the Arad Chamber of Commerce, Industry and Agriculture of Arad County.
2. The exhibition takes place at Expo Arad, Arad city, Aurel Vlaicu way, no. 300, Arad county.
3. Date of opening and closing event is specified in the Participation Conditions and timetable of the exhibition is the one announced by the Organizer and, it can be modified in case of force majeure or other objective reason. The Organizer has the right to change the period, duration and the schedule of the exhibition; in this case the Exhibitors don't have right to rise demands for damages or discounts, and can not claim reimbursement price or any other damage. The period change of fair due to reasons not attributable to the Organizer, will be notified to the participants. They have the obligation to announce the Organizer, within 3 (three) day, the canceling of participation to the fair. Otherwise, the change is deemed accepted.

B. REGISTRATION AND ADMISSION THE PARTICIPATION

4. Are allowed any kind of goods, products and services on condition that they are comply with profile of exhibition and with national and international laws and standards (OPC, PSI rules, etc).
The Exhibitor company is responsible for products presented and the right to present these products. All exhibits must be assured by Exhibitor, on own expense.
5. The Organizer reserves his right not to accept those exhibits that do not fit in the object of the exhibition and those which are dangerous or noxious, having the right to close the stand and denying the access of Exhibitor in the subsequent events and exhibitions; in this case the Exhibitor has no right to claim damages or repayment of sums already paid.
6. Retail sale is allowed in compliance with the legislation, in force, in Romania. Legislative compliance is the responsibility of the Exhibitor.
7. The registration is done based on the Participation Contract, completed and signed by Exhibitor, with meeting deadlines of Chapter G, and only after the appropriation of the terms and conditions, stipulated in Participation Conditions. The Organizer will check and sign the Participation Contract and will send a copy, back to the Exhibitor. From the moment of signing by the parties, the Contract will be in force and the obligations of the parties must be observed under penalty of payment of damages.
8. The Organizer may not accept the participation or can restrict the required space in accordance with existing possibilities at the receipt of Participation Contract. The Organizer may cancel, including in the opening day of the exhibition, the participation of the Exhibitors who have not fully paid, in the terms provided, the stand costs and other services ordered, in this case the Organizer being exonerated from any liability towards Exhibitor.

C. THE EXHIBITION SPACE & STAND ARRANGEMENT

9. The stands will be assigned in order in which Participation Contracts are received and in according on the possibilities of their optimum location.
On the date fixed, the Exhibitor will take over the stand from the Organizer, with all the requested facilities and it will return, with all equipment, as it took over, after the official closure of the exhibition, under signature. The Organizer may close anytime, including during the exhibition, any stands for which there are no signed the minutes of the stand, in this case the Exhibitor being compelled to pay the full cost of the Contract and also, to pay damages for any damage caused. The Organizer is absolved of any responsibility, in the case of any accidents in stand.
10. In case that a company does not come, as agreed, one day before the opening, at 12.00 o'clock, without prior notice to the Organizer, the latter may allot the stand in question to another company. The participation fees must be entirely paid by the first company that did not come.
11. The presence as an Exhibitor is accepted only in an arranged stand. Regarding landscaped areas with own stands, the Exhibitor is responsible for obtaining approval of the Organizer (regarding the sketch of stand and the type of structure used).
12. The stand allocation is valid only for Exhibitor mentioned in the Contract. The Exhibitor may assign usage of allocated stand to a third companies only with the prior written consent of the Organizer, by observing the contractual conditions and only after payment, in advance, by sub-exhibitor, to the participation fee set by the Organizer. Breach of such obligations by the Exhibitor gives the Organizer the right to terminate this agreement, without notice, without intervention of the Court or Arbitration and without any other formality. In this case the Exhibitor is obliged to pay the contract price and to leave immediately the stand, at his own expense, without any other formality.

13. The participation without the Organizer's agreement brings along a penalty of 300 EUR/ sub-exhibitor company.
14. The Exhibitors may use only the allotted exhibiting areas.
15. The arrangement of the stand will be made after signing the protocol (handing over and receipt), by both parties.
16. Products can be taken away after the official closing of the exhibition, on the last day.
17. During the exhibition, products can be taken out from the stand on the condition that they should not damage the overall aspect of the stand.
18. If the Exhibitors do not pay entirely all payment obligations until the last day of the exhibition, or in case of damage, the Organizer is authorized to make the storage and retention of Exhibitor's goods, on Exhibitor expense, in order to recover the amounts owed. In this case the Organizer is not liable for eventual damage suffered by the Exhibitor.
19. It is forbidden to use sound and/or light sources that disturb the rest of Exhibitors.
20. The Exhibitor has the right to advertise his products only within his own stand. The advertising forms must be in accordance with commercial principles and with the Romanian and EU legislation. The Organizer has the right to remove, without the Exhibitor's agreement, the inscriptions and the other forms of publicity, in case they aren't in accordance with the Romanian and EU legislation.
The advertising within the exhibition, but outside the stand can be made with the Organizer's agreement, only according to a calculation, made in accordance with the appendix Tariffs for Optional Services.

D. THE RIGHTS AND OBLIGATIONS OF THE EXHIBITOR

- to present the EU Digital COVID Certificate on arrival at the exhibition for the arrangement of the stand and during the exhibition;
 - to comply with all measures imposed by the authorities to prevent and combat the effects of the COVID-19 pandemic;
- to use the space allocated by the Organizer, according to destination stipulated in the Contract;
- to respect the time limits imposed by the Organizer and mentioned in Participation Conditions and communicate the data required by this;
 - to pay in time, the amounts owed;
 - to keep in good condition the furniture and the equipment that have been provided by the Organizer (the Exhibitor will bear the cost of materials from the stand that are damaged by his fault). It is strictly forbidden to damage to panels through drilling, hammering of nails, etc, and bonding of advertising materials without the previous consent of the Organizer;
 - to keeping cleanliness (in stand);
 - to ensure protection of goods in the stand, during the visiting hours;
 - according to the Law no. 319/2006 for safety and health at work, the Exhibitor is obliged to take the necessary measures for information and training for workers, in order to avoid accidents;
 - the Exhibitor is fully responsible to respect of Law enforcement no. 307/2006 regarding fire protection, in case of use or handling of substances or objects that can cause fire or accidents during the exhibition;
 - to not leave the exhibition before the official closing;
 - the Exhibitor is entirely responsible to respect legal norms for fire protection and accidents, within the stand and also, in the complex Expo Arad; the maximum speed allowed of auto vehicle in the complex Expo Arad is 5 km/h;
 - to unstick the promotional materials, in the own stand, after the official closing;
 - is prohibited the sound recording, filming of exhibits or stand (including carrying out their sketches) other than theirs, otherwise the Exhibitor is obliged to pay damages;
 - to respond for deeds of the persons which acts in the name and for him, as well as for damages caused by them.

E. THE RIGHTS AND OBLIGATIONS OF THE ORGANIZER

- to provide the presence of a representative able to solve the problems that may occur as long as the exhibition lasts;
- to support the exhibiting companies in any problem, as much as possible;
- to provide security outside visiting hours;
- the Organizer has the right to check at any time if Exhibitors comply with safety rules, otherwise the Organizer is authorized to eliminate immediately, on Exhibitors expense, the circumstances that contravene these rules and to prohibit anytime any activity that is, also, contrary;
- during the exhibition, the Organizer can execute or command the execution of sound records or visual for purpose of documentary or for their own publications.

F. WARRANTIES

21. The Organizer does not accept any payment guarantees, the Exhibitor participation being conditioned by the full payment of the Contract.

G. TERMS AND PAYMENTS

22. Discounts: if the Exhibitor pays the full amount with 90 (ninety) days before the opening of the exhibition, benefit from a reduction of 10% of the total participation fee.

23. The members of Arad Chamber of Commerce, Industry and Agriculture, who paid all dues (membership fee), benefits from reducing representing the equivalent value of the registration fee.

24. For payments at least 31 (thirty one) days before the opening exhibition, the payment terms are: 50% of the contract value shall be paid within 5 (five) days of signing the Contract and the remaining 50 % not later than 15 (fifteen) days before the exhibition opening.

If the Contract is signed with 30 (thirty) days before the exhibition opening, or within that period, the payment will be made in a single installment, within 5 (five) days after signing the Contract, but no later than the day before the exhibition opening.

If the Exhibitor has the outstanding invoices from previous exhibitions, these outstanding payments will be paid first. The calculation of the amount in RON will be made by every Exhibitor, at the reference exchange rate EURO / RON (parity practiced by the National Bank of Romania), of the day he makes the payment.

H. PENALTIES AND DAMAGES

25. If the Exhibitor does not pay the invoices by the deadline, it will pay penalties for late payment of 1% of the amount due, for each day of delay, calculated until the date on which the payment obligation will be fully paid.

26. In case the parties break their obligations, if the part, who suffers an injury, not request discharging those obligations, does not mean that he gave up his right.

27. If, until the opening of the exhibition, the Exhibitor does not pay the full amount due, loses the right to exhibit his products and the sum paid in advance, bearing also, the unrealized profits by the Organizer, as a consequence of the exhibitor's attitude.

28. Leaving the exhibition until official closing, or without entrusting the stand to the organizer, will be punished with 300 EUR.

I. CANCELLATIONS / UNILATERAL DENUNCIATION / CONTRACT TERMINATION

29. The unilateral denunciation of the Participation Contract by the Exhibitor, with less than 60 (sixty) days before the opening the exhibition, is possible only if the Organizer is notified by written notice; in this case the Exhibitor is obliged to pay 50% of the Contract value, as compensation for expenses incurred by the Organizer.

30. The unilateral denunciation of the Participation Contract by the Exhibitor, with less than 30 (thirty) days before the opening of the exhibition, is not possible, the Exhibitor company being obliged to fully pay the value of the Contract.

31. If the Exhibitor company does not appear at the event, for which the Contract was concluded, without the consent of the Organizer, he is obliged to pay the fully value of the Contract, including penalties to late payment, under Article no. 25 of the Contract. In this case the Organizer has the right to assign the stand to another participant.

Reallocation of the stand is applied also, and if the stand was fully or partially discharged, before or during the exhibition.

If the company will retire after signing the Contract, the advance paid shall not be refunded.

32. The Organizer has the right to denunciation the Contract if it occurs within 30 (thirty) days before the opening of the exhibition. In this case, the Organizer will reimburse to the Exhibitor the payments made by it to participate in exhibition.

Also, in this case, the parties are in agreement that the Organizer is not obliged to pay any other compensation or damages, the payment made by the Exhibitor to Organizer being considered as only financial claims payable to the Exhibitor.

33. If the Exhibitor fails to fulfill its contractual obligation or improperly fulfills them, the Organizer reserves the right to treat the Contract as terminated, without the intervention of a Court or Arbitration and without any other formality or notice. In this case the Exhibitor will be obliged to pay the total price of the Contract and to leave, immediately, the stand, at its own expense.

If the exhibition will be interrupted after event opening, for reasons which are not imputable to the Organizer, the Exhibitor may not require termination of the Contract or to claim damages.

J. TERMINATION OF THE AGREEMENT

34. The Contract is considered terminated when the parties have fulfilled the contractual obligations.

The Participation Contract is considered terminated, without the intervention of a Court or Arbitration, and without any other formality in the following cases:

- the contractual term expire;
- one of the parties is declared in incapacity to pay or insolvency;
- one of the parties assigns its rights and obligations, stipulated in the Contract, without the prior written consent of the other party.

K. LITIGATIONS

35. Any dispute arising from or in connection with the Participation Contract, with reference to its validation, interpretation, execution or dissolution will be solved by the Arbitration Commission beside the Arad Chamber of Commerce, Industry and Agriculture, in accordance with its Arbitration Rules. The decision of the Arbitration Commission will be final and compulsory for the parties involved.

36. This clause does not deprive the parties right to make applications for the issuance of summons for payment before the competent Courts of common law, prior to seize the Court of Arbitration beside the Arad Chamber of Commerce, Industry and Agriculture.

L. FORCE MAJEURE

37. The force majeure exonerates the contracting parties, in case of total or partial non-performance of the obligations assumed in the Contract.

The force majeure means an event, beyond the parties control, unpredictable and insurmountable, released after the conclusion of the Contract and which hinders the parties to execute, total or partial the obligations assumed in the Contract.

38. The party, that invokes the force majeure has the obligation to notify this situation to the other party, within 5 (five) days of his occurrence, being accompanied by proof emitted by the competent Chamber of Commerce. The reference date is the shipment postmark date.

39. The party, that invokes the force majeure has the obligation to notify to the other party cessation of its cause, within 5 (five) days after cessation.

M. NOTIFICATIONS

40. Any notice or communication between parties will be considered valid, only if will be send to other party, by registered letter with acknowledgment of receipt or by fax.

41. Verbal communications and notifications are not take into account by none of the parties, if they are not recorded through any of the ways mentioned above.

N. FINAL PROVISIONS

42. The Participation Contract, together with its Annexes, represents the will of the parties and removes any previous understanding.

43. If a clause or part of the Contract will be declared void, the remaining valid provisions shall continue to have effect.

44. The Participation Contract is governed by the Romanian law.

45. The Exhibitor has been informed of the right of access, intervention, opposition and of all the other rights on the processing of personal data, provided by the Law no.667/2001.

46. The Participation Contract will be negotiated, concluded and signed only by persons who legally representing the contracting parties. If after signing the Contract, the respective person loses this quality, therefore, this reason can not be invoked by the Exhibitor for unenforceability of Contract and for any liability arising from this.

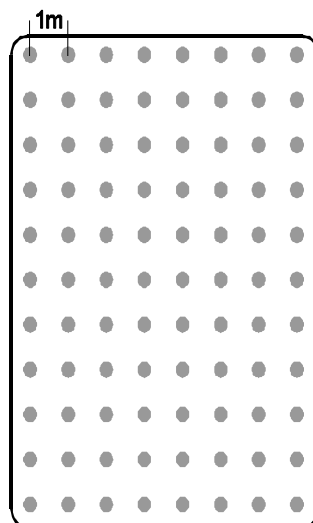
The Participation Conditions have been completed at the headquarters of the Organizer, today _____, in 2 original copies, both sides being in possession of a copy.

We agree with de Participation Conditions of the Contract no. _____ / _____, on which we have signed and stamped.

ORGANIZER (signature/stamp)	EXHIBITOR (signature/stamp)
President CCIA Arad Arh. Gheorghe SECULICI	Manager/Administrator name/surname

Services

Services Code	EUR	Value
1. Subrental fee	_____ x 100/firm	_____
2. Construction of Stands		
2.1. Melamine panels 250 x 100 cm	_____ x 15/pc	_____
2.2. Glass wall 140 x 100 cm	_____ x 25/pc	_____
2.3. Foldable door	_____ x 30/pc	_____
2.4. Light spots	_____ x 12/pc	_____
2.5. 220 V plug	_____ x 15/pc	_____
2.6. 380 V plug	_____ x 18/pc	_____
3. Furniture and equipment		
3.1. Glass desk 76,5 x 51 x 102 cm	_____ x 25/pc	_____
3.2. Show-window 50 x 50 x 200 cm	_____ x 30/pc	_____
3.3. Show-window 100 x 50 x 200 cm	_____ x 40/pc	_____
3.4. Carpet	_____ x 10/sqm	_____
3.5. Table	_____ x 10/pc	_____
3.6. Chair	_____ x 5/pc	_____
3.7. Waste paper basket	_____ x 2/pc	_____
3.8. Exhibition desk 100 x 50 x 50, 50 x 50 x 50 cm	_____ x 10/pc	_____
3.9. Shelves 100 x 35 x 200 cm	_____ x 30/pc	_____
4. Internet connection	_____ x 100/event	_____
5. Cleaning service	_____ x 5/sqm	_____
6. Sampling	_____ 40 /hour/man	_____



Total = _____ EUR

Upper fascia board text: _____

ORGANIZER (signature/stamp)	EXHIBITOR (signature/stamp)
President CCIA Arad Arh. Gheorghe SECULICI	Manager/Administrator name/surname