

# European Fuel Cell Forum AG

Obgardihalde 2, 6043 Luzern-Adligenswil, Switzerland

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## Terms and Conditions EFCF Exhibition

The present General Business Terms and Conditions of the European Fuel Cell Forum AG, Obgardihalde 2, 6043 LUZERN-Adligenswil, SWITZERLAND (referred to in the following as "EFCF AG") will apply to all services provided by the EFCF AG at conferences and other events of the EFCF AG (referred to in the following as "conferences") for exhibiting companies (referred to in the following as "exhibiting company") at such conferences.

### **1. Conclusion of a contract**

It will only be possible to register in binding manner for the conference or the exhibition by using the EFCF AG registration form (pdf or online). The registration form has to be carefully completed and signed and transmitted to the EFCF AG. Registrants receive their registration confirmation by email. All services included in the booth fees or in the conference participation are listed on the [efcf.com](http://efcf.com) website.

The registration is regarded as concluded upon confirmation by the organizer and after receipt of payment from the exhibiting company. The organizer is entitled to exclude conference participants or exhibitors from participation on objectively justifiable grounds, including in particular the lack of sufficient places and space.

### **2. Registration modifications**

If you need to modify your registration, please contact Bucher Travel or use the login and password you will receive after having finalized the registration.

### **3. Payment conditions**

The invoice with all payment details for the exhibition (and conference) participation will be attached to the final confirmation you will receive by email after registering to the exhibition (and conference).

The registration fees have to be paid by bank transfer within 30 days after the date of the invoice.

The exhibiting company is responsible for any bank charges that may incur.

In the event of default of payment, penalty interest will be charged as stipulated by law. Upon default of payment, the first payment reminder will be free of charge.

For each further dunning letter an extra 10 CHF will be billed as dunning and handling fee.

### **4. Cancellation Policy:**

#### **4.1. Cancellation by the exhibiting company:**

Cancellations of confirmed registrations have to be sent by email to [exhibition@efcf.com](mailto:exhibition@efcf.com)

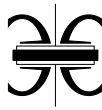
Refunding for booth rental fees:

Booth fees due or paid by exhibitors are

100% refundable for cancellations before 31 December of the year before the conference

50% refundable for cancellations before 28 February, month of the conference year

25% refundable for cancellations before 15 May, month of the conference year



No refunds are made for cancellations received after 15 May, month of the conference year, even in case of unforeseeable and exceptional events such as disasters, armed conflicts, terrorism, strikes, earthquakes, epidemics, closure of airspace or any force majeure event compromising your participation to the conference and/or exhibition.

If a stand is not occupied by 18:00 on Tuesday of the conference week, the organizer shall be entitled to convert the stand for other use, e.g. as a meeting point for visitors.

*Refunding for conference participation/tutorial and networking events – see conference participation - terms & conditions.*

#### **4.2. Cancellation by the EFCF AG**

Unforeseeable events or force majeure (natural disasters, strikes, epidemics, etc.), for which the organizer cannot be held responsible and which render it impossible to conduct the exhibition and/or the conference at the planned time, entitle the organizer to cancel the exhibition in advance of the scheduled opening date.

If cancellation becomes necessary, registered exhibitors will be charged 25% of the specified stand rent as a contribution to covering the costs incurred.

In addition, the organizer must be reimbursed for all costs incurred for services ordered by the exhibitor.

In the event that the exhibition is closed as a result of force majeure or by official order, stand rent and all costs to be covered by the exhibitor must be paid in full.

Should the organizer determine on the basis of experience that the exhibition cannot meet the expectations of the exhibitors due to insufficient participation or unexpectedly weak visitor interest, he may exercise his right to cancel the exhibition or reschedule the event on a more favorable date.

EFCF AG will be entitled to serve notice on the contract up to 60 days before the beginning of the contract if it is not in its interest to hold the conference owing to a foreseeable low number of participants. A foreseeable low number of participants is deemed given if it falls short of the minimum number of exhibitors and/or visitors set by EFCF AG for the respective conference that will be notified to the exhibitor upon request. Payments already made at this time will be returned to the exhibitor. Any further claims of the exhibitor against EFCF AG will be ruled out.

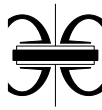
#### **5. Placement and Stand Assembly**

The organizer shall make every effort to accommodate the exhibitor's wishes with regard to the location of stand space. However, the organizer may assign the exhibiting company a different stand location of the same category and size in the interest of ensuring optimum use of exhibition space.

The exhibiting company is responsible for the assembly and layout of its stand space including superstructures. The exhibitor will guarantee compliance with the requirements of the law or of the authorities.

In the event the afore-mentioned layout specifications are breached, the EFCF AG will be entitled to call for the necessary changes and where necessary to remove the stand at the expense of the exhibiting company.

The design and the layout of the stand will be such that no neighboring exhibiting company or visitor is impeded or endangered by exhibits, advertising spaces or display items.



## **6. Rented Items**

Exhibiting companies may order additional equipment (e.g. furnishing and decoration) from 3 D Art. Conditions, rental prices and order forms may be requested from 3-D-Art. The items will be treated with care, appropriately secured during the period of use and returned in flawless condition.

## **7. Insurance**

The organizer cannot accept responsibility for accidents that might occur. Delegates are encouraged to purchase travel insurance before leaving their home country. Insurance plans typically cover accidental loss of belongings, medical costs in case of injury or illness, and other possible risks of international travel.

Bucher Travel has been appointed as the official registration office for the Conference. For all questions, modifications and cancellations in relation with the conference registration, please contact the official registration office Bucher Travel, philippe.heiz@buchertravel.ch.

## **8. Dismantling the Stand**

Compliance with the hours for dismantling notified by the EFCF AG is absolutely essential. Dismantling of the booth may not take place in part or in whole before the end of the exhibition. After the lapse of dismantling time, the EFCF AG will be entitled to dismantle, transport and store the stand as well as the exhibits at the expense of the exhibitor or to have all this carried out on its behalf. Liability of the EFCF AG for the loss or damage of these items will only be given in the event of willful intent and gross negligence.

The stand space will be returned in its original state. In particular, any affixed materials, carpeting adhesive and remains of adhesive will be fully removed without damaging the surface. Otherwise the EFCF AG will be entitled to have this work carried out at the expense of the exhibitor. Further claims to compensation will not be affected hereby. The exhibitor will also be liable for damages to the floor, walls and materials either rented or loaned.

## **9. Miscellaneous provisions**

The house rules for the exhibition venue as well as the organizational, technical and other regulations provided to the exhibitor prior to the beginning of the exhibition are to be regarded as integral parts of this contract. The exhibiting company is also required to comply with the implementation rules applicable to the exhibition venue.

## **10. Image and Sound Takes**

The EFCF AG is entitled to use photographs, drawings, film and video takes of all that happens at the exhibition as well as of the exhibition superstructures and stands and the exhibits and to use these for advertising purposes or press publication. The exhibitor herewith gives its consent thereto - where necessary. The same will apply to shootings held by the press and/or television with the consent of the EFCF AG.

## **11. Liability disclaimer**

The exhibitor (or participant) is liable for damage (including those of people, buildings and equipment and follow-up costs) done during the exhibition/ rental period and will be charged with the costs. Exhibitors and participants must have an appropriate insurance. The European Fuel Cell Forum AG is not responsible for exhibition materials or stand furnishing/ equipment, and accepts no liability for damages to the objects in question or the employees of the exhibitor.

## **12. Other Items**

The law of Switzerland will apply to the exclusion of the country of residence.