

Please return a scan of this completed form to: [exhibition@travie2018.at](mailto:exhibition@travie2018.at)

## 1. Company Details

Company name:	Contact person (incl. title):
Address:	Tel.:
	Mobile:
Postcode:	Email:
City:	Website:
Country:	V.A.T. no:
Billing address (only if different than above):	

## 2. Booth

Exhibition Fee Details (price per m <sup>2</sup> )				
Types	Early Bird (till July 2017)	Early Bird/Large quantity	Regular (Aug. 2017 till Jan. 2018)	Regular/Large quantity
Space only	370 EUR	350 EUR	400 EUR	380 EUR
System booth	430 EUR	410 EUR	450 EUR	430 EUR

Please note that all prices are exclusive VAT which has to be paid by exhibitor in addition to the amounts as stated above. Large quantity is more than 100 m<sup>2</sup>. Booths are available from a minimum size of 9 m<sup>2</sup>. System booth (or shell scheme) includes: carpet tiles in grey, black or red, wall element Expo8 H 2,5m white in Alu-system, Alu fascia element H 175 mm with lettering panel white (lettering field 1940 x 300mm), 1 spotlight per 4 m<sup>2</sup> and groundcleaning. All other costs connected with the operation of the booth will be charged separately.

☐ Space only:

We book \_\_\_\_\_ m<sup>2</sup> of space only for \_\_\_\_\_ EUR/m<sup>2</sup>.

☐ System booth (shell scheme):

We book \_\_\_\_\_ m<sup>2</sup> of system booth for \_\_\_\_\_ EUR/m<sup>2</sup>.

### 3. Payment

All payments shall be made by bank transfer. The amount shall be paid to

IBAN	AT28 1100 0012 6004 6600
BIC	BAUATWW
Bank	UniCredit Bank Austria
in the name of	AustriaTech – Gesellschaft des Bundes für technologiepolitische Maßnahmen GmbH

### 4. Additional information

Please state your core business (COMPULSORY)

mode

- ☐ Road
- ☐ Rail
- ☐ Waterborne
- ☐ Aviation
- ☐ Cross-modal
- ☐ Not mode-specific
- ☐ others: \_\_\_\_\_

field of work

- ☐ public authority
- ☐ transport infrastructure manager / operator
- ☐ industry and economy
- ☐ research institution / university
- ☐ non-governmental organisation
- ☐ others: \_\_\_\_\_

### 5. Green Event Guidelines

The Transport Research Arena 2018 is set up as a Green Event. This will give an important contribution to Corporate Social Responsibility regarding such a big international event. The TRA2018 would be one of the first Green Events of this size. To reach this, there are certain guidelines which also touch the rights of the exhibitors.

We commit ourselves to meeting the following requirements of the event:

- Waste accruing at the booth has to be disposed of according to the requirements of the waste management scheme.
- During the event we don't use any single-use products (cups, plates, cutlery, cans, PET bottles, etc.).
- The materials brought and used by us for the design of the booth (racks, roll-ups, decoration, maybe floor covering) are reusable and are reused.

### 6. Confirmation

I have read the terms and conditions and cancellation policy. I warrant that I am authorised to sign this legally binding contract on behalf of the company named above.

Total amount payable: \_\_\_\_\_ EUR excl. VAT

Company name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name in capital letters: \_\_\_\_\_

# Terms and Conditions

## Art. 1 – General information

The Transport Research Arena 2018 [short TRA2018], conference and exhibition, will be organised from 16 – 19th April 2018 in Vienna, Reed Exhibitions Messe Wien, at Exhibition Hall A. The organiser of the exhibition is AustriaTech. The organiser is the only authority able to accept or reject applications and to allocate booths for the exclusive use as an exhibition area due to the specific program of the TRA2018, its decisions are final. Details may change without notice. Please refer to the event website <http://www.traconference.eu/> for the latest information.

## Art. 2 – Contract

The signed registration form constitutes a legally binding contract for the exhibitor. With the signature the exhibitor also confirms these terms and conditions contained in the contract. The organiser reserves the right to change the allocation of booth in case of unforeseen and/or unavoidable circumstances, beyond its control.

## Art. 3 – Promotion and advertising

Advertising onsite is only possible through the channels offered by the organiser. The exhibitor is obligated to provide the company's logo in web and print quality for promotion activities and a company description.

## Art. 4 – Booths

The exhibitor must conduct business only from within the confines of your booth and may not tout, or place any material, outside your booth/space causing obstruction of the aisles. The exhibitor will be responsible for any reasonable costs of repairing the booth or premises should you paint, mark or damage any fixtures or fabric.

### Space only:

The exhibitor may only occupy the agreed floor space and a detailed plan of their booth must be submitted to AustriaTech for approval.

### System booth (or shell scheme):

Includes carpet tiles in grey, black or red, wall element Expo8 H 2,5m white in Alu-system, Alu fascia element H 175 mm with lettering panel white (lettering field 1940 x 300mm), 1 spotlight per 4 m<sup>2</sup>, groundcleaning and will be provided by StandOut/Expoxx.

During the fixed opening times throughout the entire duration of the exhibition, the booth must be properly equipped and be manned with competent staff. Each exhibitor has to nominate a responsible contact person, who is constant available for the organiser. The setting up or dismantling of the booth may only be fitted during the provided times.

## Art. 5 – Exhibition handbook

All information relating to the location, constructing, fitting and dismantling of booths, the house rules and the general regulations of use for the "Messe Wien Exhibition and Congress Center" will be sent to each exhibitor in form of an exhibition handbook, together with order forms for technical installations (water, telephone, electricity, furniture etc.) to be sent to the nominated sub-contractors. These installations are at the expense of the exhibitor as are the related costs for consumption and use.

The exact timetable for move in/move out days will be mentioned in the exhibition handbook. The exhibition handbook will be available on the website <http://www.traconference.eu/>.

The content of the exhibition handbook and the compliance with its rules are part of this agreement. The exhibitor shall be liable that his contractual partners, assistants and visitors comply with the regulations in the aforesaid exhibition handbook.

## Art. 6 – Entry passes for exhibitor

Per 9 square meter every exhibitor will get one entry pass for the exhibition, not for the whole conference.

## Art. 7 – Relocation

Should it be necessary to revise the layout of the exhibition for any purpose the organiser reserves the right to transfer any exhibitor to an alternative booth location within the exhibition.

## Art. 8 – Payment

All prices are quoted in euros and exchange differences arising from payment in an alternative currency will be the responsibility of the exhibitor. A non-refundable deposit of 50% of the total cost will be invoiced upon receipt of the completed application form and payment of this invoice will guarantee the booking. The final 50 % invoice is due in January 2018. Bookings made after December 2017 (from 1. January 2018), 100% payment is due at the time of application. If the payment is not made in accordance with this contract the deposit may be forfeited and the space reallocated. In such circumstances the exhibitor will be responsible for all losses incurred by the organiser. In event of non-payment to the organiser by the exhibitor by the due date, any costs and expenses incurred by the organiser shall be added to the amount of the debt and be payable by the exhibitor. On any late payments 5% interest will be charged.

All other costs connected with the operation of the booth and space will be charged separately.

The exhibitor shall also be liable for all taxes and duties in any connection with this agreement. The Austrian stamp duty on this legal transaction amounts to 1% of the total fee (gross) for the booth, which will be invoiced together with the first 50% of the payment.

## Art. 9 – Civil liability

### Of the exhibitor:

The exhibitor hereby accepts liability for all acts or commissions by itself, its servants, contractors, agents, and visitors and undertakes to indemnify the organiser and keep them indemnified against all liability in respect thereof and against all actions, claims, demands, costs and expenses whatsoever which may be made against the organiser including any legal costs and expenses and any compensation costs and disbursements paid by the organiser on the advice of counsel to compromise or settle any such claims. The exhibitor is also responsible for any damage to a third party, caused either by himself or by his employees or his material.

The exhibitor shall undertake to effect a public liability insurance with an insurer approved by the EU covering the risk of liability from this agreement or the event with a sufficient coverage for damage to persons and property, as well as property insurance for the devices, inventory, materials etc. used at the exhibition and to maintain these throughout the contract period. The respective insurance policy has to be presented upon the organisers demand.

### Of the organiser:

The organiser is responsible under civil law in its capacity as organiser of the exhibition. This liability shall in no case extended to the damage caused to visitors, exhibitors or rented goods by third parties.

## Art. 10 – Cancellation or changes of exhibition

In the event that the exhibitor wishes to cancel their space booking after acceptance by the organiser, or fails to meet any of the payment obligations, the organiser reserves the right to apply the following cancellation charges and to reallocate the space:

- Between application and 16th November 2017, cancellation charge of 50% of total cost plus VAT
- After 17th November 2017, cancellation charge of 100% of total cost plus VAT

Should the exhibitor wish to cancel then written notice must be forwarded to and received by the organiser by recorded delivery post. Notwithstanding that the organiser may resell or reallocate the cancelled booth after payment of the cancellation charges the organiser shall be under no obligation to reimburse all or any part of such cancellation charges.

Exhibitors shall not be entitled to any compensation should political or economic circumstances or a case of force majeure such as natural catastrophes, war, strikes, terrorism, transportation blockages, blackouts and/or communication breakdowns etc. or any circumstances beyond the control of the organiser prevent the exhibition from being held, or limit its size or modify its nature. Should it not be possible for the exhibition to open, all rental fees shall remain the property of the organiser up to a sum corresponding to the amounts for which it is already committed. The organiser accept no responsibility if delivery of goods and materials or the execution of work is held up or prevented by any cause beyond their control, including without prejudice the generality of the foregoing:

- Strike, lockout, labour disturbance or restriction
- Failure by the exhibitor, his agents or contractors to give instructions or supply the necessary drawings in due time

The organiser shall be entitled to withdraw from this agreement or to cancel this agreement extraordinarily without keeping to a term of cancellation, if the exhibitor

- falls behind with his financial obligations vis-à-vis the organiser, the organiser has awarded him a respite of seven days and this respite has elapsed without effect or
- continues the use of the booth contrary to this agreement, in particular if the exhibitor, without the written permission of the organiser, uses the booth to purposes other than those set out in this agreement, notably by altering or considerably extending the manner of exhibition object or in the case of unauthorised subletting or other cession of utilisation to third parties and if he infringes upon the rights of the organiser to a considerable extent.

If due to reasons in the exhibitors sphere of risk the exhibitor cannot use the booth as agreed, the exhibitor shall furthermore be obliged to pay the fees and the organiser is entitled to reallocate the booth and make alternative use of it. The organiser must allow for the value of expenditure saved and the advantages he achieves by another exploitation of use.

## Art. 11 – Insurance liability

Neither the organiser nor the hall owners shall be responsible for the safety or security of any exhibit or property of the exhibitor, or any other person, for the loss or damage of, or destruction, by theft or fire, or any other cause whatsoever, or for any loss or damage whatsoever sustained by the exhibitor by reasons of any defect in the building caused by fire, storm, tempest, lightening, national emergency, war, labour dispute, strikes or lock-outs, civil disturbances, explosion, inevitable accident, force majeure, or any other cause not within the control of the organiser for any loss or damage occasioned if by reason of the happenings or any such event, the opening of the exhibition is prevented or postponed or delayed or abandoned, or the building becomes wholly or partially unavailable for the holding of the exhibition. The exhibitor agrees and undertakes to ensure in their full replacement value the contents of his booth and all associated ancillary equipment and materials.

## Art. 12 – Green event information

The TRA 2018 is set up as a Green Event according to the Austrian Ecolabel for Green Meetings and Green Events. In this context it is important to try to save resources, avoid waste, and act in an environmentally conscious way in all fields. The detailed information can be found in the exhibition handbook.

## Art. 13 – Final clauses

Oral subsidiary agreements other than this agreement shall not exist. For reasons of proof any alterations and/or additions to this agreement shall require the written form. The same shall also apply for the waiver of the written form.

Exclusion of setoff: The exhibitor is not entitled to charge up claims of any kind against open invoices or deliveries.

Claims of the exhibitor against the organiser are to be made in writing valid within six months after termination of the exhibition; claims made later are inadmissible.

Any and all disputes arising out of or in connection with this exhibition contract shall be subject to the exclusive jurisdiction of the court having subject matter jurisdiction for the first district of Vienna, Austria. Both parties agree that Austrian law shall apply. Notwithstanding the foregoing, AustriaTech is entitled to invoke the jurisdiction of the competent court at the business seat of exhibitor or of any other competent court.

If individual provisions of this agreement become ineffective, then all remaining provisions of this agreement shall remain unaffected. In such a case the contractual partners shall agree upon a legally admissible provision which legally and economically corresponds as proximately as possible. The same shall apply correspondingly for any regulatory loophole.