

# DELIVER EUROPE

5+6 JUNE 2024  
AMSTERDAM

This Contract is constituted by the order form and the Terms & Conditions (3 pages). You certify that you have read entirely and accepted without reserves the Contract, and that you are duly authorised by your company to sign it.

## CUSTOMER DETAILS

Signatory:

Job title:

Company: Lietuvos paštas TA/ Unisend

Tax ID: LT212155811

Address: Juozo Balčikonio g. 3, LT-08247 Vilnius

## PROVISION OF SERVICES

<b>DELIVER Europe 2024 - June 5th and 6th 2024</b>	
<b>Venue: TAETS - Hemkade 16 Hembrugterrein, 1506 PR Zaandam, Netherlands</b>	
<b>Deliverables</b>	<b>Details</b>
Level	1
Stand Size	6sqm
Stand Number	A67
One-to-one Meetings	7
Vendor Passes	2
Sponsorship Options	1 x Additional Vendor Pass
Total (EUR)	€35,000

## CONTRACT VALUE (EUR ex VAT)

Package cost: €30,000

Options cost: €5,000

Others: -€20,000

**Total cost: €15,000**

## REMARKS ON PROVISION OF SERVICES (inc Billing Details)

100% payment by end of May 2024 - without incurring any additional charges/fees

**Date**

**Organiser signature**

**Customer signature**

**10/05/2024**

# TERMS AND CONDITIONS (Last updated on 27th October 2023)

## ARTICLE 1: PROVISION OF SERVICES

1. DELIVER services are organised by Deliver, a company registered under ID 809 031 628 at 18 Allée Pierre Galle 35000 Rennes in France
2. DELIVER services are organised either in-person or digitally at the date and location communicated to the Customer in the order form.
3. The provision of service consists in delivering to the customer all quantified services specified in the order form.

## ARTICLE 2: CUSTOMER ACCEPTANCE PROCESS

1. By transmitting a signed contract, the applicant makes an offer to enter into an agreement, which the organiser is free to accept or decline at its complete discretion without any compensation for the applicant.
2. This agreement becomes legally binding after being signed by both parties.

## ARTICLE 3: PAYMENT POLICY

1. Invoices are to be paid with a 50% instalment upon invoice receipt, and the balance no later than 4 months before the initially agreed start date of the provision of services. Invoices emitted within 4 months of the initially agreed start date of the provision of services are to be paid in full upon invoice receipt.
2. The organiser can claim overdue payments charged at the French legal rate augmented by a 5% late payment processing fee in case instalments are not paid in due time.
3. The organiser is entitled to suspend any provision of services (including the pre-show matchmaking process) and forbid access to the event if the customer has not paid the full invoice amount (including late payment fees).
4. The organiser also reserves the right to cancel the order of customers which didn't respect agreed payment terms and yet still recover as a debt the payment of the total invoice balance by all legal means.

## ARTICLE 4: CANCELLATION POLICY

1. Any cancellation notice must be received in writing.
2. A cancellation notice received more than 4 months before the initially agreed start date of the provision of services bears a penalty of 50% of the total invoice value. A cancellation notice received within 4 months of the initially agreed start date of the provision of services bears a penalty of 100% of the total invoice value.
3. When a cancelling customer has an outstanding balance, the organiser is entitled to recover immediately the unpaid part of the invoice by all legal means.
4. A customer can cancel partly or entirely its order at any time in case of force majeure i.e. in unknown situations at signature date that are external, unpredictable and irresistible, such as travel bans or imposed quarantine periods. Without this list being limitative, are not considered as force majeure visa issues, delegate sickness, financial difficulties, change in priorities or conflict of agenda.
5. Passes are transferable to colleagues from the same company but unused passes are not refundable nor transferable to any other event.
6. No money back policy can be claimed whatsoever by the customer except in above-mentioned cases.

## ARTICLE 5: EVENT CANCELLATION/CHANGES

1. While all reasonable efforts are made to deliver the advertised provision of services, the organiser reserves the right to alter the date, location, and event execution without any refund nor compensation to be given to the customer.
2. Should the event be completely cancelled without any replacement to be proposed by the organiser within a reasonable time frame, all monies already paid by the customer shall be refunded in full upon request.

## ARTICLE 6: ONE-TO-ONE MEETINGS

1. The organiser makes all efforts to facilitate customers' meetings, but cannot be held responsible for unused agenda slots nor missed meetings.
2. The organiser shall not be liable whatsoever for the consequences of any matchmaking introduction or commercial transaction made or not made during or as a result of its services.

## ARTICLE 7: BUSINESS CONDUCT ON-SITE

1. The organiser reserves the right to exclude from its services without any compensation anyone who demonstrates inappropriate conduct or who engages in non-compliant marketing practices such as spamming, aggressive lead tracking, or promotional initiatives that the organiser sees as causing a nuisance to other customers.
2. No side-event, on-site attraction, distribution of marketing material or advertising signs beyond the customer's designated confines are allowed unless expressly approved by the organiser.
3. All audio-visual equipment for in-person events must be grounded and be of a noise level so as not to cause any inconvenience to other customers.

## ARTICLE 8: STAND MANAGEMENT ON-SITE

1. Customers have to abide by all safety, technical and stand decoration guidelines set by the organiser.
2. Stand location, size and configuration are subject to venue requirements and are decided by the organiser at its sole discretion.
3. Any specific request regarding the customisation of one's stand or the installation of any equipment must be validated by the organiser.
4. All specific installations (stand and machine) are made by customers themselves under their sole responsibility and at their own cost.
5. Customers must leave their premises with its equipment in the same state as they found it before their installation on site.
6. Customer's stand must be manned with their delegates at all times during the entire duration of the event.
7. Stand sub-leasing or co-location must be approved by the organiser.

## ARTICLE 9: ORGANISER LIABILITY ON-SITE

1. In dealing with third parties for accommodation, catering, transfers, etc., the organiser acts solely as customers' agent and does not bear any responsibility of any kind for it.
2. The organiser is liable for an attendee's death or injury, or for the loss or damage of an attendee's property, only if it's due to organiser's negligence.

## ARTICLE 10: CUSTOMER LIABILITY ON-SITE

1. The customer remains responsible for its delegates and all potential liabilities they may cause.
2. The customer is responsible for its stand and exhibition material (TV, electronic devices, collateral...) against loss, theft, damage or malfunction.
3. The customer is fully liable for any loss or damage that it may cause to any property belonging to the venue, other customers, or the organiser.
4. For all above mentioned liabilities, the customer shall be covered by adequate insurance policy and shall be able to produce it upon request.
5. All equipment not returned in the same condition or missing shall be compensated at repair or replacement value, if no remark has been formulated by the customer before the beginning of the event.

## ARTICLE 11: INTELLECTUAL PROPERTY & DATA

1. The customer grants to the organiser a limited, non-exclusive, non-transferable, royalty-free licence to use the customer's trademarks, trade names and logos in connection with the provision of services. The organiser shall not acquire any of the customer's intellectual property rights and acknowledges that all right, title and interest in the intellectual property rights of the customer shall remain vested solely in the customer. The organiser shall not do any act which may indicate interest in the ownership or use of any of the customer's intellectual property rights.
2. Each Party certifies to comply with its applicable obligations under the EU General Data Protection Regulation 2016/679 and, if requested by the other party, return or securely destroy all copies of data received.

## ARTICLE 12: MISCELLANEOUS

1. These terms and conditions are binding for both parties and supersede all prior agreements and/or contradictory documents such as customers' general conditions of purchase.
2. Any modification must be written and signed by both parties.
3. This agreement is governed by French law.
4. Any legal dispute arising from this agreement shall be resolved by the commercial court of Paris, France.