



## Policy Information

### Exhibition Policies - EOSAM

**1) LIABILITY:** Upon approval of this contract by an authorized exhibitor representative, it is expressly understood that the exhibitor has read and agrees to abide by the EOS liability policies outlined below. European Optical Society Oy, hereinafter referred to as EOS, and all organizations and individuals who are employed by or associated with it, in connection with this exhibition, will not assume responsibility and shall be held harmless by all exhibitors for damage or loss resulting from fire, theft, terrorism or threat of terrorism, or any other cause whatsoever, including accident or injury to exhibitors, their employees and agents, the public, or others. The exhibitor agrees to pay promptly for any and all damages to the exhibition building or its equipment incurred through carelessness, or otherwise, of exhibitor or its employees or agents.

#### **2) PAYMENT SCHEDULE:**

• **All contracted charges must be paid in full by 31 July 2020. On 5 August 2020, a 25% late fee will be added to all unpaid balances.** No space will be reserved or assigned unless appropriate payment is received via registration management system (credit card payment or bank transfer) to European Optical Society Oy Office, Länsikatu 15, FI 80110 Joensuu, Finland, account. Account delinquency will result in exhibitor's inability to exhibit at contracted exhibition as well as book space in future exhibitions.

**3) VAT:** Non-EU companies, EU companies and businesses with VAT number (excl. Finnish companies) are exempted from VAT: reverse charge for VAT payment applied according to Finnish VAT act § 65 and EU VAT directive articles 44 and 196. EOS Oy therefore is VAT-registered in Finland (VAT no: FI25599654). VAT is paid to the Finnish tax authorities.

**4) CORPORATE MEMBERSHIP:** Corporate membership pricing is valid only if the membership is in good standing and dues are fully paid prior to submission of exhibition contract and membership remains in good standing through the duration of the contracted exhibition. If the membership expires prior to or dues are not fully paid at the time of the contracted exhibition, the exhibitor pricing reverts to the nonmember rates and the contracted exhibitor will be liable for the balance due EOS. Payment made by credit card will be automatically adjusted.

**5) CANCELLATION:** Any cancellation or requests for changes of this contract must be made in writing to EOS, subject to the following fees:

- On or before 31 May 2020 – Eligible for 95 % refund.
- On or before 31 July 2020 - Eligible for 50% refund.
- After 31 July 2020– No refund.

In the event of cancellation or reduction of contracted space, and subject to the above schedule, EOS shall retain the right to: resell cancelled space without rebate or allowance to the exhibitor, cancel requested affiliate space.

**6) SPACE ASSIGNMENT AND PAYMENT:** EOS reserves the right to determine final placement of the exhibitor. A space may be revoked or changed by EOS if payment is not in accordance with the payment schedule. EOS retains the exclusive right to revise the exhibition floor plan and/or move assigned exhibitors as necessary. EOS is not obligated to reimburse the exhibiting company for any costs stemming from relocation.

**7) TRANSPORTATION/SETUP:** All transportation costs, and any other costs related to exhibit setup not explicitly offered above by EOS, are to be paid by the exhibitor.

**8) FORCE MAJEURE:** In the event that the premises in which the exhibition is or is to be conducted shall become, in the sole discretion of EOS, unfit for occupancy, or in the event the holding of the exhibition or the performance of EOS under the exhibitor contract (of which these rules and regulations are a part) are substantially or materially interfered with by virtue of any cause or causes not reasonably within the control of EOS, said Contract and/or the Exhibition (or any part thereof) may be terminated by EOS. EOS shall not be responsible for delays, damage, loss, increased costs, or other unfavourable conditions arising by virtue of cause or causes not reasonably within the control of EOS. If EOS terminates said contract and/or the exhibition (or any part thereof) as aforesaid, then EOS shall not be liable to the exhibitor other than for a prorated refund of such exhibitor's space price payment determined on the basis of the number of exhibition days remaining. For purposes hereof, the phrase "cause or causes not reasonably within the control of EOS shall include, but not by way of limitation: fire, casualty, flood, epidemic, earthquake or inclement weather; explosion or accident; blockade or embargo; governmental restraints; restraints or orders of civil defence or military authorities; terrorism or threat of terrorism, act of public enemy, riot, or civil disturbance; strike, lockout, boycott, or other labour disturbance; inability to secure sufficient labour, technical, or other personnel; failure, impairment, or lack of adequate transportation facilities; inability to obtain, or condemnation, requisition, or commandeering of necessary supplies or equipment; local, state, or Federal law, ordinances, rule, order decree, or regulation, whether legislative, executive, or judicial, and whether constitutional or unconstitutional; or Acts of God.

**9) INSURANCE:** Exhibitor shall, at its own expense, secure and maintain through the term of this contract, including move-in and move-out days, the insurance listed below. All such insurance shall be primary of any other valid and collectible insurance of exhibitor and shall be written on per occurrence basis. Claims made policies are not acceptable and do not constitute compliance with exhibitor's obligations under this paragraph. Required Coverages: (A) Comprehensive General Liability Insurance with limits not less than an equivalent of €1,000,000 each occurrence, an equivalent of €2,000,000 aggregate, combined single limit for bodily injury, contractual, and operation of mobile equipment, products and alcohol liability (if applicable); (B) Worker's Compensation insurance.

Exhibitor shall name EOS as an additional insured on its general commercial liability insurance and provide EOS with evidence thereof in the form of a certificate of insurance from their carrier, 30 days prior to show dates. Exhibitor acknowledges that EOS has no obligations to maintain insurance on exhibitor's behalf.

**10) SECURITY:** EOS is not responsible for loss or damage to exhibitor's property. Exhibitors are advised to insure against these risks.

**11) LOSSES:** EOS is not responsible for damage to exhibitor's property or lost shipments either coming in or going out, nor for moving costs. Damage to inadequately packed property is exhibitor's own responsibility. If exhibit materials, fixtures or equipment fails to arrive, exhibitor is nevertheless responsible for the exhibit space reserved as per this contract. Exhibitors are advised to insure against these risks.

**12) SELLING ON THE SHOW FLOOR:** The technical exhibition is limited to organizations with products or services related to the industry served by the event. Direct sales and/or delivery of non-related, retail or consumer products are prohibited without prior written approval from show management.

**13) FOOD AND ALCOHOL:** Food and alcohol must be supplied and served by facility catering services only. Exhibitors must obtain written permission from EOS exhibition management along with a signed service agreement from the facility.

**14) MUSIC LICENSING:** No copyrighted music may be played in the exhibition area in any fashion (including but not limited to: background music on video or audio tape presentations) without appropriate documented permissions and/or licensing. The exhibitor is solely responsible for obtaining such permissions and/or licenses for music originating in the exhibitor's booth/display area. The exhibitor is also responsible for any fines, court fees, and all other costs that may arise from failure to comply with these requirements.

**15) RULES OF PROFESSIONAL CONDUCT:** Anyone indicating disorderly, threatening, or unprofessional conduct may be removed from the premises by exhibition management.