

Please return this form to:
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ESC Congress 2009

29 August - 2 September

Barcelona



EXHIBITION SPACE APPLICATION FORM AND CONTRACT

- Accrued points priority will be applied to requests received before 16 January 2009.
- Accrued Points listing for 2009: Companies holding sufficient points to be in the first 20 positions should apply before 1 December 2008.
- Complete in Microsoft Word to avoid misinterpretations & spelling mistakes. If handwriting, use block capitals to avoid errors.
- Only signed forms with valid credit card details will be accepted.
- For applications received after 31 March 2009, a late fee applies: € 447 per m² for industry and € 300 per m² for publishers, booksellers and food / nutrition specialists (excluding VAT).
- Companies applying for stand space after 1 May 2009 will not be included in official publications such as the Final Programme.

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COMPANY NAME & ADDRESS The company name & address as it should appear in official listings, e.g. «Final Programme» and exhibitor badges (maximum 25 characters). Please follow the format below for tel & fax numbers.

Name:

Contact Person:

Address:

Postal code:

City:

Country:

Tel: +(country) (city) (number)

Fax: + (country) (city) Number

Email:

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CORRESPONDENCE NAME & ADDRESS If the correspondence address above is different from the official address. This named contact will receive exhibitor documentation (including Update by email in June).

Name:

Contact Person:

Address:

Postal code:

City:

Country:

Tel:

Fax:

Email:

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COMMUNICATIONS AGENCY If you have appointed a third party to act on your company's behalf

Name:

Contact Person:

Address:

Postal code:

City:

Country:

Tel:

Fax:

Email:

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PREVIOUS CONGRESS PARTICIPATION

If your company exhibited under a different name previously or has since merged with another

Details:

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FIRST TIME PARTICIPANT? A description of your company and promoted products / services is required. ESC reserves the right of admission.

Details:

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PREFERRED STAND LOCATIONS, SIZE, DIMENSIONS

* Price €407 per m², reduced price for publishers, booksellers and food / nutrition specialists (excluding VAT) €270 per m² for applications received before 31 March 2009.
 * From 1 April 2009, price rises to €447 per m² for Industry and to €300 per m² for publishers, booksellers and food / nutrition specialists (excluding VAT).
 * For fixed booth structures which cannot be modified in size, it is important to note the dimensions required. Note this is likely to limit the choices available.

LOCATION:	1 st Choice	2 nd Choice	3 rd Choice
Size Requested:	Lenght in metres	Depth in metres	Area in m ²
Height requested:	Publishers' Row : <input type="checkbox"/> Yes <input type="checkbox"/> No		
Exhibit Suite requested if available <input type="checkbox"/> Yes <input type="checkbox"/> No	Notes:		

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EMERGING TECHNOLOGY SHOWCASE AREA (ETSA). Open to first time applicants meeting specific requirements outlined in chapter 2 of the Guidelines for Industry Participation for this event. Cost €2000 + VAT. Note that ETSA exhibits are positioned by ESC and share an ESC visual identity.

Yes, I would like to apply for ETSA Product name:

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STAND SELECTION CRITERIA

In case requested stands are no longer available, indicate which is most important to you

Location: Yes No Size: Yes No Other:

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STAND LOCATION - PROXIMITY TO COMPETITORS

List any exhibitors you do not wish in proximity to your booth, by company name
 Note that we cannot prevent companies assigned after yours from being located in your neighbourhood

1	2	3
4	5	6

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ADDITIONAL FLOOR SPACE FOR MEETING SPACE / STORAGE

Separate from your principle exhibit, this area may be used to construct a room with fabric ceiling.

Storage required: Yes No Area m²:

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AISLE CARPETING

Where 2 adjacent booth areas have been requested, an exhibitor may lay their own carpet in the connecting aisle subject to our guidelines. Price is €101.75 per m² covered. Carpeting may also be reserved after the initial stand allocation process.

Between stand locations & Number of m²:

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PRODUCTS / SERVICES

List products / services to be exhibited at ESC CONGRESS 2009

EXHIBITION SPACE APPLICATION FORM AND CONTRACT GENERAL TERMS OF CONTRACT

The following conditions of participation refer to allocation of exhibition space by the ESC to organisations exhibiting at ESC CONGRESS 2009 insofar as the contractual partners do not reach contrary agreements in writing. These conditions are available in French language upon request.

1. ESTABLISHMENT OF RENTAL CONTRACT

Application for a stand is made by filling in and returning the «Exhibition Space Application Form and Contract». Companies in the top 20 positions within the accrued points statement for 2008 must submit applications by 1 December 2008. Remaining points holders must submit applications by 16 January 2009 to benefit from accrued points status. Applications received after 31 March 2009 will be subject to a late fee (m2 rental price after this date is 447 € for Industry, 300 € for Publishers, Booksellers and Food / Nutrition specialists).

Only signed application forms will be taken into consideration. By signing the application form, the company accepts the conditions contained in the Guidelines for Industry Participation and any supplementary provisions. Please note that deposit will apply at reception of the stand space application form, please see below terms of payment section 4. Confirmation of the allocation of a stand by the ESC in writing constitutes establishment of the rental contract between the Exhibitor and the ESC. A stand assignment and an invoice will be sent to the Exhibitor by mail. The date on the stand assignment is considered to be the date of stand allocation. If the contents of the stand assignment deviate from the contents of the Exhibitor's application, the contract is based on the stand assignment issued by the ESC unless the Exhibitor protests in writing within two weeks after the date mentioned on the stand assignment.

IMPORTANT: For companies in the top 20 ranking of the Accrued Points System for 2009, applications should be received & location preferences confirmed by 1 December, 2008 to receive the benefit of accrued points in selecting a stand space.

1.2 Appointed Representatives

If an exhibiting company wishes to appoint an agent to conduct its affairs at ESC CONGRESS 2009, the agent should be identified on the application form or separately in writing from a responsible person. Once appointed, the actions and communications of this agent will be treated as though from the exhibiting company. Contractual responsibility remains with the exhibitor.

2. ASSIGNMENT OF SPACE

Stands will be assigned following the accrued point system if received by 16 January 2009. The points will be awarded according to participation in the past four ESC Congresses, including the World Congress of Cardiology 2006. Relative position on the list will define the order in which order requests for stands, symposia, hotel rooms and other Congress items are processed.

When an equal number of points are held by two or more companies, stands will be assigned according to:

- Order of receipt of the application forms and payment of the first installment;
- Size of space requested;
- Additional sponsoring activities;
- Nature of goods.

2.1 Procedure

At each exhibitor's turn for stand assignment, every effort will be made to:
— Offer the first, second or third choice made on the stand application subject to availability
— Offer a real time selection of what is available at the time of assignment

To ensure every exhibitor has a chance to choose an appropriate location, stand offers are valid for 48 hours unless the offer makes it clear that a space is freely available. For this reason, please supply a reliable contact telephone number for an appropriate decision maker within the exhibiting company.

2.2 Payment Deadlines

Stands will be assigned only if the deposit has been paid. Stand assignments will be cancelled automatically if the stand rental has not been paid within the given time period. In such cases the cancellation fee will be determined according to section 5.2.

Once a location has been accepted by the exhibitor, a summary of the rental agreement (stand space assignment) will be sent by post with an invoice - payment deadlines refer to payment dates indicated on the invoice.

3. RENTING STAND SPACE

3.1 Stand Space Rental Definition

«Stand Space» refers to the physical floor area occupied by an exhibit and excludes all construction materials and services such as electricity and communications. The ESC rents stand space in accordance with the compatibility of the items to be exhibited within the subject matter of the exhibition & congress as a whole.

3.2 Minimum Size

The minimum stand size will be 9 square metres.

3.3 Congress & Exhibition Layout

The ESC reserves the right to deviate from the stand confirmation and to allocate a stand in a different location, to alter the size of the stand, to re-locate or close entrances and exits on the Exhibition Grounds and/or in the Congress Centre and to carry out any other structural alterations providing it has a substantial interest in such measures.

3.4 Stand Moves

The ESC reserves the right to make changes in the layout of the exhibition, as well as in the stand assignment in the event that unforeseen circumstances make this necessary. Alterations to the agreement will only be made after mutual consultation. If in such cases the interests of the Exhibitor are unreasonably impaired, he may withdraw from the contract in writing within one week after receipt of notification of the type of alteration. The ESC accepts no responsibility for any damage which may result from such changes.

3.5 Subtenants and other Represented Companies

Sharing the allocated stand area with another company, regardless of whether this company is represented by its own staff (subtenant) or only by its own exhibits (represented company), is not allowed.

This applies equally to companies with products or services aligned to a registered exhibitor. In such an instance, where a registered exhibitor wishes to exhibit in association with another organisation, the ESC will endeavour to offer additional exhibit space, where available, under normal conditions of sale.

Where an exhibiting organisation has multiple corporate identities but shared ownership, the organisational relationship must be made clear to delegates (e.g. a corporate ownership statement must be displayed on the stand).

Transfer - even in part - of the rights and obligations arising from the rental contract to third parties is not permitted.

4. TERMS OF PAYMENT

4.1 Deposit before stand assignment

*New: A deposit will be invoiced on receipt of the application form as follows:

- stands between 9m2 and 49m2: €500 deposit excluding VAT.
- stands between 49m2 and more: 20% deposit

That payment has to be settled within 30 days. The deposit guarantees you a stand space.

The deposit is not refundable if the exhibitor decides to cancel his/her booking. However, if space runs out in the halls, a credit note will be issued.

4.2 Payment instalments after stand assignment

The stand rental for the total remaining balance due, as defined in the Guidelines of Industry

Participation, has to be paid in two installments for applications received before 31 March 2009:

- 50 % of the total amount within 30 days of invoice date; the deposit secures your stand location choice
- 50 % for the balance due within 60 days of invoice date - failure to pay cancels your reservation & invokes a cancellation charge (see section 5.2)

For applications received after 31 March 2009, 100% of the balance due is required within 30 days of the invoice date. Invoices issued from 3 July 2009 require immediate settlement by credit card.

4.3 Value Added Taxation

Spanish VAT rules will apply for all goods sales for ESC CONGRESS 2009. If the company is registered in another country within the EU, reverse charge procedure may apply. In this case the customer must auto reverse the VAT in their home country.

Companies registered in a country outside of the European Union are encouraged to seek advice on reclaiming VAT payments.

4.4 Counterclaims Rights Renounced

The Exhibitor renounces the right to offset counterclaims against rent payable in time unless the counterclaims are undisputed or have been confirmed by a court of law.

4.5 Indebtedness

If the Exhibitor fails to meet his/her financial obligations, or additional expenses and other claims arising from the contract, the ESC is entitled to retain exhibits and the stand equipment and to sell them by public auction or by private contract at the expense of the Exhibitor. The statutory provisions on realisation of objects seized are thus settled.

4.6 ESC Suppliers

If the exhibitor fails to meet his/her financial obligations to those providing stand services this will also be considered a violation of the ESC Guidelines for Industry Participation and may lead to the loss of exhibitor «Accrued points».

4.7 Reservations

Given serious cause the ESC is entitled to postpone, to curtail the duration, to close the exhibition completely or in part for any period, or to cancel. In the event of complete or part postponement or curtailment, the contract is regarded as valid for a possible new date and new duration for the said congress and location only.

4.8 Exclusion from Liability

The ESC does not undertake to safeguard exhibits and excludes, for its staff as well, all liability for damage to these, for theft of these, or loss, except in cases of intent or gross negligence. This exclusion from liability also applies if exhibits are seized and stored by the ESC due to infringement of the present conditions of participation. This exclusion of liability is in no way impaired by the special security measures taken by the ESC. Furthermore the ESC explicitly excludes all liability for any disadvantages or damage incurred to Exhibitors due to erroneous details on space allocation, stand construction, catalogue entries or other errors in ancillary services. Property of the Exhibitor and of third parties shall remain on the premises at their own risk. The ESC will not be responsible for the insurance of such items. The ESC shall not be liable for any injury or damage howsoever caused to goods and/or persons in the Building and/or on the adjacent sites.

4.9 Premature Termination of the Rental Contract

If after binding application and conclusion of the contract the ESC should accept that an exhibitor may withdraw from their contract, the Exhibitor is liable for the full amount of the stand rental including all surcharges and associated costs. This also applies in the event that the conditions on which the contract was concluded do not apply or no longer apply, in particular if the Exhibitor has so altered his manufacturing programme that his products can no longer be classified in the industry for which he has rented stand space.

5. CANCELLATIONS

Cancellations by Exhibitors must be made by registered mail addressed to the ESC

5.1 Cancellation before stand assignment:

The deposit is not refundable if the exhibitor decides to cancel his/her booking. However, if space runs out in the halls, a credit note will be issued.

5.2 Cancellations after stand assignment:

If the Exhibitor cancels or reduces his order before 28 February 2009, the amount due by the exhibitor is 25% of the total amount ordered. If a reservation is cancelled by the Exhibitor between 28 February 2009 and 27 May 2009, the amount due to be paid by the cancelling exhibitor is 50% of the total amount ordered. After 27 May, 2009 the total amount is due. Should an exhibitor, that is also organising a Satellite Symposium, cancel their assigned stand space this will automatically entail the cancellation of the Satellite Symposium reservation plus any fees associated with the reservation of the Satellite Symposium.

6. ENFORCEMENT OF RULES

6.1 Applies Equally to All

All Exhibitors and Organisers of Satellite Symposia must comply with all rules and policies established by the ESC. The Board of the ESC has established a system of penalties which may be applied when violations occur.

6.2 Violations Procedure

The procedure for policing and enforcing the violation system is as follows:

The ESC will report alleged violations to the Congress Committee. After considering the available evidence, a representative of the relevant company having been invited to present the company's view, the Committee will give its opinion. This will be confirmed in writing after the Congress. Appeals may be made to the Board of the ESC.

6.3 Penalties:

▪ First serious violation:

No accrual of points for the year (i.e. participation points, square metre points, points for Satellite Symposia and points awarded to Sponsors)

▪ Second serious violation:

No accrual of points plus the loss of all accrued points to date.

▪ Third serious violation:

The loss of right to participate at any future ESC Congresses for a period of four years.

6.4 Supplementary Provisions

Constituent parts of the rental contract take the form of the house regulations, the Guidelines for Industry Participation, the Updates, information supplied on ESC CONGRESS 2009 page of www.ESCexhibition.org, as well as other organisational and technical regulations sent to the Exhibitor before the exhibition opens. The sovereignty of national law of the site of the Congress is undisputed.

7. CLAIMS PROCEDURES, PLACE OF PERFORMANCE AND JURISDICTION

All claims by the Exhibitor against the ESC must be in writing. The maximum time lapse is three months from the closure of each annual ESC exhibition. Agreements which deviate from these conditions or from the supplementary regulations must be in writing; facsimile signatures suffice. The contract is governed exclusively by French law; the English text is authoritative.

Place of performance and jurisdiction is Grasse - France. The ESC reserves the right, however, to bring its claims before the courts competent for the area where the Exhibiting Company has its registered office.

7.1 FINAL CLAUSE

In cases not covered by the regulations in the Guidelines for Industry Participation, ESC interpretation shall be final.