

## REGISTRATION FORM – STARTUP PACKAGE

1,500 €

Luxembourg National Pavilion at Pollutec-Lyon

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

Address: \_\_\_\_\_

Postal Code: \_\_\_\_\_ City: \_\_\_\_\_

Website: \_\_\_\_\_ VAT Number: \_\_\_\_\_

Billing address (if necessary): \_\_\_\_\_

Postal Code: \_\_\_\_\_ City: \_\_\_\_\_

Contact person 1: \_\_\_\_\_

Contact person 2: \_\_\_\_\_

Tel: \_\_\_\_\_

Tel: \_\_\_\_\_

Mobile: \_\_\_\_\_

Mobile: \_\_\_\_\_

E-mail: \_\_\_\_\_

E-mail: \_\_\_\_\_

The company (hereafter the "Stand Partner") hereby confirms its registration as an exhibitor in the National Pavilion provided by the International Affairs of the Luxembourg Chamber of Commerce in the framework of Pollutec-Lyon, which will take place from 7-10 October in Lyon, France.

The financial contribution for your participation in the National Pavilion amounts to the preferential rate of 1,500 EUR (the "Participation Fees").

This package includes:

- ✓ Personalized customized booth (desk, LCD screen, logo, dedicated private seatings)
- ✓ Discounted entry passes for the Stand Partner representatives
- ✓ Publication of the Stand Partner profile on a Luxembourg participation dedicated e-brochure
- ✓ Access to the permanent lounge area and a joint storage space
- ✓ Transport of your promotional material from the Chamber of Commerce to the fair and back to Luxembourg
- ✓ Beverages and snacks to serve your guests
- ✓ Host services
- ✓ Participation to Luxembourg dedicated events
- ✓ Assistance before, during and after the entire duration of the trade fair

By signing this form, the Stand Partner certifies that:

- ✓ The person signing the present form has the legal capacity to commit the Stand Partner
- ✓ The Stand Partner has read and approved the attached GENERAL TERMS AND CONDITIONS
- ✓ The Stand Partner agrees to share its contact information (e-mail address) with the other co-exhibitors, the organizer of the exhibition and the booth constructor

Place: \_\_\_\_\_

Stand Partner stamp:

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

Full name and position of the Stand Partner representative:

Read and approved - Signature :

*Please return the completed application by e-mail at [pollutec-lyon@cc.lu](mailto:pollutec-lyon@cc.lu)*

## **GENERAL TERMS AND CONDITIONS**

The present terms and conditions apply to all registration forms regarding the participation in the National Pavilion provided by the International Affairs of the Chamber of Commerce of the Grand-Duchy of Luxembourg at international professional events/trade fairs (hereafter the "Exhibition") which are organised by a third party organiser (hereafter the "Organiser").

### **1. Electronic invoice and payment**

The invoice is delivered via electronic means (e-invoice) to the email address referred to in the subscription form.

The Stand Partner commits to paying the amount of the subscribed offer immediately upon receipt of the invoice by the Chamber of Commerce which must be completed within ten (10) days. The payment shall be made to the Chamber of Commerce's bank account as instructed in the invoice.

The Stand Partner's failure to comply with the aforementioned payment procedure after the ten (10) days following the sending of the invoice shall automatically entitle the Chamber of Commerce to suspend the performance of services without the necessity of a reminder, in particular, about reassigning the stand's location to another Stand Partner.

### **2. Cancellation**

The Stand Partner may cancel its participation until two (2) months prior to the first day of the Exhibition. In such a case, the costs already engaged will be charged by the Chamber of Commerce in order to cover the costs of the rented surface and/or of the exhibition material that was reserved for the Stand Partner by the Chamber of Commerce and/or any costs already engaged which may be charged by the Organiser to the Chamber of Commerce in relation to this cancellation. In case the costs already engaged are lower than Participation Fees, the difference is refundable.

In case of cancellation within two (2) months prior to the first day of the Exhibition, the full Participation Fees will be charged by the Chamber of Commerce to the Stand Partner.

This clause does not apply in case of cancellation due to a force majeure event, *i.e.* the failure to execute this contract in circumstances beyond the control of the Chamber of Commerce, including, but not limited to, natural disasters, terrorism, war, industrial actions, pandemics, epidemics or governmental actions that render it illegal or impossible for the Chamber of Commerce to maintain its participation to the Exhibition. The Chamber of Commerce cannot be held responsible in the event of the cancellation of the Exhibition by the Organiser.

### **3. Liability and insurance**

The Chamber of Commerce is only liable for damage caused by intentional or grossly negligent breach of duty.

The Chamber of Commerce is also liable for any damage caused by a negligent breach of cardinal contractual duties by the Chamber of Commerce, its legal representatives, or its agents. Cardinal contractual duties are those duties the fulfilment of which enables the contract to be duly executed at all and in compliance with which the other contracting party may generally trust. If cardinal contractual duties are breached, the Chamber of Commerce is liable only if the damage is typical damage and not consequential damage and then only up to five (5) times the net Participation Fees, but no more than EUR 100,000 per claim.

The Chamber of Commerce is under no circumstances liable for damage to or loss of goods brought to the Exhibition by the Stand Partner or stand fittings or furnishings. In this case, it is immaterial whether such damage or loss occurs before, during or after the fair.

For its part, the Stand Partner is liable for any culpable damage to persons or property caused by itself, its employees, its agents, contractors appointed by it or by its exhibits and exhibition facilities. The Stand Partner must hold the Chamber of Commerce harmless of any damage to persons or property caused by itself, its employees, its agents, contractors appointed by it or by its exhibits and exhibition facilities.

The Stand Partner is obliged to take out insurance offering adequate coverage with an insurance company licensed to operate in the European Union and comprising:

- **A Civil liability insurance** for the coverage of damages that can be caused by the Stand Partners, its employees, its agents, or contractors to a third party during the exhibition and during the installation and dismantling of the stand;
- **An Accident insurance** to cover damages that the Stand Partner, its employees, its agents, or its contractors may suffer; and
- **An All-risks insurance** to provide coverage to the Stand Partner's exhibition material for the transport to and from the place of the Exhibition, for the installation and dismantling period, as well as for the duration of the Exhibition.

These insurance policies include a clause to waive the exercise of any recourse claims against the Chamber de Commerce. The Chamber of Commerce reserves the right to request proof of such insurance policies at its discretion before the Exhibition.

#### 4. General obligations

The Stand Partner commits to fully comply with the Organiser's rules. The Stand Partner and the members of its staff must comply with the provisions of the Organiser's rules and hold the Chamber of Commerce harmless of any breach of these provisions.

For the duration of the Exhibition, one or more members of the staff of the Stand Partner must be present at the stand.

At the end of the Exhibition, exhibition and promotion material will be removed by the staff of the Stand Partner.

The Stand Partner undertakes to take note of the applicable instructions and to comply with the specific provisions applicable to the Exhibition.

The Stand Partner undertakes to comply with the provisions of [the Law of 27 June 2018 on export controls](#), as well as those of [the amended regulation of 14 December 2018 on export controls](#).

#### 5. Contact details transfer

To facilitate the setup of the Stand Partners within the National Pavilion space rented by the Chamber of Commerce at the Exhibition, the Chamber of Commerce will share the Stand Partner's contact details and its contact persons details (including e-mail addresses and phone numbers) with the stand constructor (the "Stand Constructor"). This will enable direct communication for setup details, including logos and keywords.

The Stand Partner's contact details and its contact persons details will also be shared with the Exhibition Organizer so that they can register the Stand Partner as an official exhibitor and grant access to the necessary tools to prepare its participation (e.g. booklet ...etc.). The Organizer will amongst other provide a link for the Stand Partner to complete their profile for the booklet.

In this context, the Chamber of Commerce reserves the right to use the data collected by the Organizer to create a second booklet focused on the Luxembourg National Pavilion only, available via the Swapcard platform. The link to the Swapcard platform will be provided to the Stand Partner.

#### 6. Data protection

Please refer to the Stand Constructor and the Organizer data protection notices for questions about their use of personal data for the Exhibition.

The personal data collected in this registration form regarding the participation in the National Pavilion provided by the International Affairs of the Chamber of Commerce are processed by the said Chamber of Commerce, in its capacity as the controller, for the sole purpose of the organization and management of the National Pavilion during the Exhibition (including the creation of a second booklet on Swapcard) in accordance with the rules set by European Parliament and Council Regulation (EU) 2016/679 of 27 April

2016 relating to the protection of natural persons and the processing of personal data, and repealing Directive 95/46/EC (GDPR).

The Stand Partner undertakes to inform its contact person of the transfer of their contact details according to clause 5 above and of the content of the [Data privacy policy](#) of the Chamber of Commerce.

#### 7. Commercial reference

The Stand Partner authorises the Chamber of Commerce and grants it any necessary licence to use the following information as a commercial reference in publications, events and actions aimed at promoting the Exhibition in which the Stand Partner is participating: the Stand Partner's name and publicly known information about the latter (including the Stand Partner's brand(s) or logo(s)). The Stand Partner may revoke this authorisation at any time in writing and without any justification.

#### 8. Severability clause

Should one of the provisions set out in the "General Terms and Conditions" be invalid or incomplete, the validity of the other provisions remains unaffected. In such cases, the contracting parties undertake to replace the invalid provision and/or fill the gap with a provision with which the contracting parties are most likely to achieve the economic purpose they pursue.

#### 9. Accommodation

We highly recommend you book your accommodation as soon as you register to participate in the National Pavilion due to limited availabilities in the hotels surrounding the Exhibition.

#### 10. Applicable law and jurisdiction

This contract is exclusively governed by and interpreted in accordance with Luxembourg law.

In the event of a dispute, the parties undertake, before taking any other action, to meet in order to seek a conciliation between themselves in accordance with the spirit of loyalty and performance in good faith.

All disputes to which this contract may give rise, concerning, in particular, its existence, validity, interpretation, performance or termination and which cannot be settled amicably in the application of the above paragraph within a period of one (1) month from the date of the request for a meeting by the most diligent party, shall be submitted to the Mediation Centre for Civil and Commercial Affairs to which the parties declare that they adhere. In accordance with article 1251-9 of the New Code of Civil Procedure, the signing of the contract with a view to mediation suspends the running of the statute of limitations during mediation.

If the dispute is not resolved within a period of three (3) months from the date of signature of the conciliation agreement, the dispute may be brought before the competent Luxembourg courts by the most diligent party.