



**FENNO  
PROMO**

The 49th International Food and Beverage Exhibition

**FOODEX JAPAN 2024**



## **Appendix 2: Conditions of Contract for Exhibition Attendance Packages**

### **1. GENERAL**

These conditions of contract constitute part of Messeforum & Fennopromo quotation to the client with respect to the exhibition attendance packages. In case of conflicting provisions, the other parts of the quotation shall prevail over these general conditions. Any funding is not part of this contract and is subject to separate processes and conditions.

### **2. CONTRACTING PARTIES**

The contracting parties consist of the ordering company as the client and Messeforum & Fennopromo as the organizer.

### **3. CONTRACT**

The contract consists of Messeforum's & Fennopromo's registration/order form and appendices to it (including these Conditions of Contract) approved by the client by ordering the attendance package, as well as any agreed and recorded amendments to it. Funding, if applicable, is not part of this contract and is subject to separate processes and conditions.

### **4. PRICE AND INVOICING; CONFIRMING THE ORDER**

Prices for attendance packages are defined in the registration/order form. Invoicing takes place in euros from Finland. Furthermore, the applicable value-added tax in accordance with the Finnish legislation will be added to the charge. Term of payment is 14 days from the date of the invoice.

Any mandatory or voluntary marketing packages sold by the Foodex trade fair organization are not included in the price of the booth space.

Messeforum & Fennopromo are entitled to change the charge (e.g. due to changes in value-added tax or other tax) and receive compensation from the client for those additional costs that have to be remitted due to changed laws or orders of the authorities. Messeforum & Fennopromo will immediately inform the client of any such changes. The client confirms its commitment in joining the exhibition by signing, or by approving and submitting electronically the registration/order form of the attendance package. After the company has signed or submitted the form, Messeforum & Fennopromo will confirm the company's participation to the exhibition.

In case the client does not comply with the liability to pay as specified in the contract, Messeforum & Fennopromo are entitled to cancel the contract, or suspend or refuse to provide the services until the client has paid the outstanding payments. Messeforum & Fennopromo are entitled to charge the interest for late payments in accordance with the applicable law.

### **5. CANCELLATION, SUSPENSION OR TERMINATION**

The client's registration is binding and cannot be cancelled by the client. The participation fee is invoiced after the registration and it will not be refunded should the client withdraw from participation.

Messeforum & Fennopromo are entitled to modify the content, suspend, or to terminate the contract if the circumstances change in such a way that completing of the services becomes unreasonable. If the number of participating companies is less than 4 companies, Messeforum & Fennopromo reserve the right to discuss with the registered companies the implementation method of the booth.

If Messeforum & Fennopromo suspend provision of services/the event due to change of circumstances, it endeavors to set the new schedule for the event as soon as practically possible or confirmed by the even organizer. Service fees/prices will not be refunded. If Messeforum & Fennopromo need to terminate the contract for reasons outside its own control, Messeforum & Fennopromo are entitled to retain or charge the service fee/price to the extent necessary to cover the work already carried out or the costs incurred to Messeforum & Fennopromo. **Without limiting the generality of this clause, any cancellations, bans or restrictions made or imposed by the event organizers, other service providers or authorities due to COVID-19 or other similar reason causing pandemic or epidemic, is regarded as causing a reason outside organizer's own control.**

Messeforum & Fennopromo's service package **does not include** any freight, travel arrangements or accommodation costs. In case of exhibition or activity cancellation or rescheduling due to COVID-19 or other similar reason outside Messeforum & Fennopromo's own control, Messeforum & Fennopromo **will not compensate** any freight, travel or accommodation costs to participating companies.

## **6. CLIENT MATERIALS, CLIENT PRODUCTS AND SERVICES**

Client shall provide Messeforum & Fennopromo with the company materials for advertising purposes as instructed by Messeforum & Fennopromo. Messeforum & Fennopromo is entitled to use client's name, logo and such materials for advertising the exhibition that are subject to the contract. Other materials that the parties transfer to one another before or after entering into the contract shall remain the property of the transferor. The materials are provided for the purposes of arranging the agreed event or preparing the party for the event, and cannot be used for other purposes. Generally available, public information and material may be use in accordance with the applicable terms of use. The client is always responsible for its own products and services and that they meet the requirements of applicable laws and regulations.

## **7. PERSONAL DATA**

Messeforum & Fennopromo observes the data protection regulations when processing personal data. The description on filing personal data and the rights of the registered persons can be found in the separate [Privacy Notices Fennopromo](#) and [Messeforum](#).

## **8. INSURANCES**

Messeforum & Fennopromo are not responsible for any acts or omissions of other exhibition organizations, freight forwarder or other trade fair operators. The client shall ensure that it carries sufficient insurance coverage and that its representatives have adequate travel insurance.

## **9. SETTLEMENT OF DISPUTES, APPLICABLE LAW**

Any possible disputes arising from the assignment are primarily to be settled by means of negotiations. In case no settlement can be reached within 30 days after beginning the negotiations, the disputes will be settled at the Helsinki District Court applying Finnish legislation. Alternatively, Messeforum & Fennopromo shall have the right to demand the dispute to be heard in the competent court of the client's domicile. This contract is governed by the laws of Finland.

**I have read and understood the terms and conditions upon registration. Confirmation will be given on the registration form for the Finnish country pavilion.**