

Introduction

Monitor Roadshow is an industry tradeshow that brings together national and international buyers, agents, producers and leading companies from the audio, light, image, broadcast, media, AV technology, and digital signage industries. Besides the opportunity to do business, the tradeshow gives visitors information about trends, inspiration, and knowledge in the form of exhibitions and lectures.

Hansen Förlag AB organises 'Monitor Roadshow, Sweden', twice a year, in the north and south of Sweden.

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Article 1: Definitions

Arrangement, means when premises are provided with or without accommodation and/or provisions and or other peripheral services at e.g. fair, tradefair, congress, conference, event or meeting.

Event, is a Tradefair that includes an exhibition of goods and / or services and whose duration is for a set limited time period within a trade recognised exhibition space

Roadshow, is a series of Tradefair events that include one or more exhibitions of goods and / or services and whose duration is for a set limited time period within a trade recognised exhibition space.

Supplier, is the company that, provides and arranges the services as outlined within the Basic Agreement e.g. Exhibition Stand. Supplier is part of the company Hansen Förlag AB 556881-0971.

Exhibitor, is the main party contracting with the supplier for services related to the Tradefair Roadshow, including but not limited to Booth/Stand space during the event(s).

Co-exhibitors, are those who exhibit within the same allocated space alongside and/or in conjunction with the Exhibitor. The presence of a Co-exhibitor does not absent Exhibitor from full liabilities and contractual obligations as defined and agreed within the Basic Agreement.

The Order, is comprised of all the services ordered by the Exhibitor which the Supplier through the Basic Agreement and any subsequent confirmed additional orders undertake to provide the Exhibitor.

The Order Value, is the agreed price for the execution and provision of the services, as outlined within the Basic Agreement. Any modification, revision or addition to the order may alter the Order and/or Order Value.

Supplementary Order / Variation, is an addition, or modification to the Order occurring after signing of the order, as outlined within the Basic Agreement. Revision and modification must be by mutual consent from both parties and fully documented in writing, no later than 30 days prior to the commencement of the event. For additional orders made no later than 30 days before the fair begins, a fifty percent (50%) surcharge is added to the original price.

The Booth/Stand, is the exhibition area and/or stage that the Supplier makes available and places at the disposal of the Exhibitor has at his disposal at the Exhibition at the conclusion of an agreement at the Exhibition.

The Supplier's Premises, refer partly to the Stand, but also other surfaces included in the properties which the Supplier rents in conjunction with the Fair.

Exhibition items, are all items and materials utilised/present and at the disposal of Exhibitor or Co-Exhibitor during the duration of the Tradeshow, that do not belong to the Supplier, supplier's contractors and venue.

Exhibitor Insurance, is a term for proposed insurance for each Exhibitor/Co-exhibitor and their possessions and materials.

Article 2: Parties and the Agreement

The Parties in agreement with the conditions and entering into this Basic Agreement are, on the one hand, the Exhibitor and, on the other hand, the Supplier, as defined within this document.

The Basic Agreement, is that both Parties are in agreement on the Terms, the Purpose and the remuneration in connection with the Fair, referred to as the Monitor Roadshow.

The agreement consists of three documents

- the **Application**,
- the **Basic Agreement** (this document for Exhibitors at the Fair (Ref: MR_2020_v3)

and

- **Supplementary Orders** (if and when they come into existence, as needed).

If there is any anomaly or contradiction between the terms and conditions of the Swedish and other language versions of the documents, then the Swedish version shall supersede all others.

Article 3: Validity

This Basic Agreement applies to the provision of and Exhibition Stand and/or services according to the Order, such as technical support, transport (service bus) and freight handling as defined within the basic agreement. The period of validity shall be covered by the Basic Agreement during the fair or fairs covered by the Basic Agreement.

Article 4: Amendments and additions to the Basic Agreement

Amendments and additions to the Basic Agreement must be agreed in writing between the Parties in order to be valid.

Supplier can make Amendments and additions to the Basic Agreement before each new fiscal year without written agreement between the supplier and the exhibitor.

Article 5: Order and participation at the fair

Ordering can be done verbally or in writing. Upon Exhibitor declaring intent and/or request to order services from the Supplier for participation

in the Fair, the Exhibitor's notification is binding until it has been accepted or rejected by the Supplier.

The Order shall only be valid upon confirmation by the supplier. Confirmation of the Order is only valid if in writing, e.g. via email or letter. The scope of the order shall follow the Basic Agreement.

When ordering participation in the Fair, the Exhibitor undertakes to accept and comply with all the terms of the Basic Agreement. When ordering participation in the Fair, the Exhibitor undertakes to participate in the Roadshow as a package, i.e. in all cities included in each event respective to the Roadshow, as a complete package.

A copy of the application and the Basic Agreement will be returned to the Exhibitor and the Supplier in connection with the application being sent.

The application is processed in turn, as they are received. Submission is not a guarantee of participation.

After the application has been reviewed and accepted by the Supplier, a booking confirmation will be sent to the Exhibitor.

The Exhibitor shall notify the Supplier of receipt and confirmation.

If the Exhibitor considers that the booking confirmation details deviate from the notification, then Supplier will be notified without delay in writing.

If the Supplier is notified of the deviation within the said deadline, the Supplier shall either amend the booking confirmation or declare the Agreement invalid.

If such notice does not reach the Supplier within 10 working days from the date of the booking confirmation, then it is deemed that Exhibitor accepts the contents of the booking confirmation.

The Supplier has the right, without justification, to deny or set specific conditions for the Exhibitor's participation in the Fair. The supplier has a unilateral right to assign the Exhibitor a suitable exhibition stand. The Exhibitor is also obliged to submit to changes in the assigned Exhibition stand which may be decided by the Supplier due to the circumstances. If a change means that the location of the Exhibition stand is changed, the Exhibitor is not entitled to reimbursement of the costs, damages or other compensation paid to the Supplier. If the change entails a significant change in the size of the exhibition stand, the Exhibitor may be entitled to recover all or part of the costs paid to the Supplier, but no right to damages or other compensation.

[Article 6: Cancellation, addition or amendment of the Order](#)

Cancellation must always be made in writing by the Exhibitor and is not deemed completed until confirmed by the Supplier in writing.

If cancellation of Exhibition Stand and participation is made after 11 days of booking confirmation, then the Exhibitor shall remain liable for the full value of the Order. Exhibitor shall settle the invoiced value in full.

Article 7: Installation and technical information

The Exhibition Stand is available to the Exhibitor from the date announced by the Supplier.

The exhibitor is responsible for ensuring that the exhibition space is prepared and that all exhibit items are fully assembled by 10:00 on the date of the fair opening.

The exhibitor is responsible for observing that the applicable work environment and evacuation regulations are adhered to and followed at each respective Tradefair and premises.

For further instructions and information on work environment, construction, installation and connections etc. contact the respective landlord for the relevant premises.

Exhibition area

Dimensions

- 12m² (twelve square metres), 4 x 3 meters (width x depth) approximately
- Maximum stand height 2.50 meters
- Maximum total width of vertical surface – 4m (four meters)

Electricity

If you need an electrical set in addition to what is included, this must be notified in writing when applying for participation on the Monitor Roadshow.

				Price per Event
230V	5A	1-phase	1150W	Included in basic fee
230V	10A	1-phase	2300W	1,200 SEK
400V	16A	3-phase	11040W	2,500 SEK
400V	16A	3-phase	11040W+ socket outlet ¹	4 100 SEK
400V	32A	3-phase	22080W	4,300 SEK
400V	32A	3-phase	22080W+ socket outlet ¹	5,900 SEK

¹ <https://www.elbjorn.com/en-gb/power/assemblies-for-construction-sites/socket-outlet/32a/>

The exhibitor is responsible for providing their own BLACK screen/covering between the entire table and down to the floor.

Silent Exhibition – max 60 dB:s.

Internet

Wireless Internet connection for exhibitors is free of charge.

Internet connection via cable, should be booked in advance via the Supplier, in writing. Cost quote is provided upon request.

Exhibition Map

A map of the Exhibition Fair will be presented by the Supplier to the Exhibitor, well in advance of the opening of the fair.

The layout plan is subject to change, Supplier reserves the right to revise, update and reissue.

Article 8: Extra services

Scanning service for follow-up customer contacts.

See separate rental agreement for scanning device - iPod Touch.

Rental cost – SEK 500 / Roadshow

Cost of service – SEK 500 / Roadshow

Article 9: Transport and goods

Freight transport from the specified distribution centre is included in the stand price.

Restrictions

- No pallets (exhibitors will have to arrange their own transport of pallets - if this is required).
- For loose packages (e.g. cartons and fabric bags with rods and the like), 'Roll-cages' (transport roll cage with only two walls) or pallet (with or without wheels) SEK 5,000 per load independent of transport distance. This also applies to packages that exceed the maximum size in at least two dimensions.
- Goods must be packed in standardised trolleys or transport cases with wheels (Caged Trolley²)
- Maximum number of cases per exhibitor - five (5) pieces.
- If the exhibitor wants more than 5 packages, there will be an additional charge of SEK 900 / case / Roadshow.

² <https://www.gerdmans.se/lager-och-industri/transport-materialhantering/rullcontainer-rullburar-postburar>

Case maximum dimensions –

- 210cm x 80 cm x 190cm (length, width, height)

Weight and size restrictions are based upon capacity and capability of site specific non-industrial elevators and loading ramps.

Supplier assumes no responsibility for the goods being driven to the event if instructions in accordance with this agreement are not followed.

The exhibitor must clearly mark all goods with Exhibitor name and booth number. The booth number is given to the Exhibitor no later than two weeks before the start of the fair. The marking must remain throughout the Exhibition and it is the Exhibitor's responsibility that the marking remains. The supplier accepts no responsibility for the labelling of goods.

Transport insurance for goods must be taken out by the Exhibitor. The supplier accepts no responsibility for damaged or lost goods.

[Southern Sweden:](#)

For cases or packages sent directly to the Malmö Exhibition, outwith with the Roadshow, a handling fee of SEK 250 per package shall be paid directly to them.

[Article 10: Notification of Exhibitor's Representatives](#)

Exhibitor's personnel can gain access to the exhibition centre via the main entrance. A valid ID must be displayed at all times when passing into the exhibition centre. An authorised name tag must be worn by all the Exhibitor's staff throughout the fair and must be clearly visible to visitors, exhibitors and organizers.

Prior to the current Fair, at least two weeks (2 weeks) in advance, Exhibitors will notify the supplier of Exhibitor's intended representatives.

The following details must be stated:

- first name, last name (family name)
- exhibitor company and email address

[Article 11: Bus transport of Exhibitor's Personnel](#)

Bus transport of Exhibitor's representatives between the specified cities is included within the booth price.

Requirements and application for use of the bus transport must be reported no later than 2 weeks prior to the respective fair. If a registered passenger does not show up, a fee of SEK 500 per person per trip shall be invoiced.

[Article 12: Price Schedule](#)

All prices are quoted, if not stated by the Basic Agreement, in Swedish kronor (SEK).

All prices are exclusive of Value Added Tax (VAT).

The Basic Agreement states which prices apply to the Order.

The price is in most cases dependent upon the scope of the Order, and may be adjusted upon changes or additions to the Order. If the Exhibitor does not use all of the items within the Order or declines to use all or part of what is included in the Exhibition, this does not entitle the Exhibitor to repayment or reduction of the price.

Exhibitor - The price for participation is SEK 40,000 / Roadshow.

Co-exhibitor – The price for participation is SEK 18,000 / Roadshow.

A registration fee of SEK 5,000 / Roadshow shall be invoiced directly upon the order being placed, this include Exhibitor and Co-exhibitor. The Registration fee is included within the total cost of fulfilling the Order. The final invoice shall reflect this and any prior payments made in relation to the registration fee.

Article 13: Price changes

If costs for delivering the services outlined within the Order increase as a result of additional and/or increased taxes, devaluation, state or authorities' decisions or similar circumstances beyond the control of Supplier, then Supplier is entitled to charge price supplements corresponding to the increase accordingly, at any given time.

If the Supplier wishes to make reservations for price increases, for reasons other than those stated above, it is the Supplier's responsibility to state in the Basic Agreement the grounds on which price supplements will be charged. The supplier must immediately inform the Exhibitor when price supplements are made.

Article 14: Payment and payment terms

The exhibitor is solely responsible for all costs incurred according to the Order, even if a certain amount must be invoiced to 3rd parties, e.g. a sponsor.

If another party, other than the Exhibitor shall pay or underwrite a portion of the Order, then then Supplier must approve this in advance in writing. An administrative fee will charged to the Exhibitor if multiple invoices are to be sent.

Unless otherwise provided by the Basic Agreement, the following payment plan applies to the Order:

- a) Registration fee, SEK 5,000 per Exhibition Stand / Roadshow which is invoiced directly after booking confirmation or signed agreement.
- b) The remaining part of the order and any additions or changes are due for payment 2 calendar months before the first day of the fair.

Payment in respect of a) & b) above shall be made no later than 30 days after the invoice date, provided that the due date according to the payment plan can be followed. Otherwise, the payment term must be shortened so that the due date according to the payment plan can be taken into account.

All payments shall, unless otherwise stated by the Basic Agreement, be made in Swedish kronor (SEK). The exhibitor is not allowed to enter or participate until the order has been paid in full.

If the Exhibitor does not comply with the agreed payment plan, the Supplier is entitled to terminate the Agreement with immediate effect in accordance with Article 27, second paragraph.

If a dispute arises regarding the Exhibitor's liability to pay, the Supplier has the right to withhold payment up to the disputed amount until the dispute has been resolved.

Article 15: Value Added Tax etc.

All prices according to the Basic Agreement, unless otherwise stated in the Basic Agreement, are stated excluding VAT (Value Added Tax) and any additional fees or additional taxes (e.g. advertising tax).

VAT and additional taxes shall be paid according to the prevailing and applicable VAT rate and Taxation rate applicable at that time in accordance with Swedish law.

Under certain conditions an Exhibitor established outside Sweden may have VAT paid in Sweden refunded.

If the Exhibitor is established in the EU, a valid VAT number must be sent to the Supplier in order for the Exhibitor to receive an invoice without Swedish VAT.

If the Exhibitor is established outside the EU, documents showing that the Exhibitor is established and conducting business in that country must be sent to the Supplier in order for the Exhibitor to receive an invoice without Swedish VAT.

More information on VAT recovery can be found on the Swedish Tax Agency's website www.skatteverket.se

Exhibitors who are established outside Sweden and sell goods or services for cash payment or credit card payment during the Fair may be required to register VAT in Sweden. Such Exhibitors may also be required to use a cash register approved by the Swedish Tax Agency for the payments.

More information on VAT registration and cash register can be found on the Swedish Tax Agency's website www.skatteverket.se.

Any additional fees and taxes shall be paid by the Exhibitor.

Article 16: Delay in payment

In the case of late payment, interest will be charged at a rate of two (2) percent per month, based upon on the due date. The supplier also reserves the right to charge a reminder fee in case of late payment in accordance with Swedish Law (1981: 739) against compensation for collection costs, etc.

The right to charge interest on late payment and a reminder fee does not preclude the Supplier from taking any other legal remedies regarding the payment collection and delay.

Article 17: Complaint

If the Exhibitor wishes to complain under the Basic Agreement, this must be done in writing and without delay after the Exhibitor has marked or should have marked the basis for the complaint.

In order to be valid, the claim must be delivered to the Supplier no later than 30 days after the completion of the respective Event and no later than 30 days after the invoice date of the final invoice if it falls due at a later date.

Article 18: Insurance

The supplier is NOT responsible for any damages incurred, due to theft or otherwise during the specified Roadshow according to the basic agreement.

It is recommended that the Exhibitor obtain proper and sufficient insurance. The insurance as such should cover transportation, personnel, equipment and exhibition materials.

Article 19: Security and Due Care

The Exhibitor is responsible for ensuring that the Exhibitor and/or any other natural or legal person or persons hired by the Exhibitor for the execution and performance of the duties outlined within the Agreement or for which the Exhibitor is responsible, must at all times comply with the Basic Agreement and the instructions that the Supplier may disclose in addition to all applicable laws, regulations and regulations that apply to the Fair.

If the Exhibitor violates the Basic Agreement, the Supplier has the right to reject the Exhibitor and/or any person as previously outlined from the Supplier's premises.

If the Exhibitor violates the Basic Agreement, the Supplier also has the right to take corrective action at the Exhibitor's expense. The right to reject the Exhibitor or take corrective action does not violate the

Supplier's right to assert any other legal consequences in connection with the breach of the Basic Agreement.

The Exhibitor shall pay the costs and fees arising from the Basic Agreement, regardless of the right, and have no right to compensation, reimbursement or other compensation for the rejection or corrective action.

Additional Security guards that the Exhibitor may require for participation in the Roadshow can be arranged by Supplier as part of a written supplementary order request by Exhibitor and associated costs paid by Exhibitor.

If, in addition to security guards, Exhibitor wishes to supplement security personnel, with for example bodyguards, these must first be approved by the Supplier.

If the Supplier considers that special security measures are required due to the Exhibitor's participation in the Exhibition, the Exhibitor shall be responsible for the costs thereof.

[Article 20: Exhibitor's responsibility](#)

The Exhibitor shall be liable legally and financially liable for Exhibitor caused damage to person, property and the supplier's leased premises and existing property arising actions at odds and counters to the scope of the Basic Agreement.

The Exhibitor's responsibility includes all equipment or other property that the exhibitor leases during the fair. The exhibitor is also liable for damages, costs or imposition from any authority that arise because of the exhibitor's failure to inspect the exhibition stand or the failure to comply with the conditions and instructions that follow the Basic Agreement.

The exhibitor's liability under the agreement shall apply regardless of whether the damage or breach of contract is caused by the exhibitor, co-exhibitor or any other natural or legal person for whom the exhibitor has engaged or for which the exhibitor is responsible.

The exhibitor is responsible for his own goods and their contents.

[Article 21: Supplier's responsibility](#)

In the event of a failure of the service provided by the Supplier, the Supplier shall, in the first instance, be prepared to have the error rectified if possible. If the exhibitor has not been able to use the service in material respects due to errors in the service caused by the Supplier, the exhibitor is entitled to receive a reasonable reduction in the value of the incorrect service according to the Order and the period of time when the error occurred.

If the Supplier has caused the error through negligence, the Supplier is liable for damages with the limitations that follow from the Basic Agreement.

The Supplier shall not be liable for any other damage that the Exhibitor may suffer as a result of the Exhibition unless the Supplier has caused the damage through negligence. The supplier is then liable for damages with the limitations that follow from the Basic Agreement.

The Supplier's liability for damages to the Exhibitor due to the Basic Agreement shall be limited to direct damages to a total amount of 20% of the order value.

If it transpires that Supplier is not able to offer the Exhibitor the opportunity to participate due to unforeseen overbooking or such like, the Exhibitor is entitled to recover the costs paid to the Supplier, but has no right to seek damages or other compensation. In the case of directories, registers, databases or other preparation for the execution of the Roadshow, the Supplier disclaims all responsibility for any errors in such material.

The Supplier is not responsible for Exhibition objects or other property stored on the Display Site or in the Supplier's premises or third-party premises.

The Supplier is not liable at all for any damage, cost or imposition from the Authority as a result of the Exhibitor not complying with the Basic Agreement or not obtaining the consent or approval of the Supplier.

The supplier is, under no circumstances, liable for indirect damages such as lost profits, expected savings, loss of income or other general wealth damage. The supplier's liability under the Basic Agreement shall be limited to what is stated above.

The supplier is not responsible for subcontractors' services or third parties during the fair such as freight handling, local personnel from the current exhibition hall supplier etc.

[Article 22: Customer and personal data](#)

Supplier is responsible for the processing of the Exhibitor's customer and personal data.

The Exhibitor agrees that the Supplier processes the Exhibitor's customer and personal information on the basis of the Basic Agreement.

The exhibitor understands and agrees that such customer and personal data are registered as a basis for agreements and administration and that customer and personal data may be disclosed to external partners and used for marketing purposes.

The supplier may supplement the customer and personal data by obtaining information from private and public registers. The exhibitor has the right to access, update and correct customer and personal data

registered in accordance with the Basic Agreement and to withdraw consent. In this case, the exhibitor shall notify the Supplier's contact person in writing in accordance with the Basic Agreement.

Article 23: Privacy

Each Party undertakes, without limitation in time, not to disclose to any third-party Confidential Information regarding the other Party, the execution of the Roadshow and the Order, and to not use such Confidential Information to a greater extent than is necessary for the implementation of the Basic Agreement. "Confidential Information" means any information (technical, commercial or otherwise), whether documented or not, with the exception of information that:

- (a) is widely known or comes to public knowledge other than through Party's infringement of Agreement; or
- (b) a party has an obligation to disclose under law, regulation or similar rules.

Each Party is responsible for any other natural or legal person that the Party has hired or for which the Party is responsible, e.g. employees, comply with the provisions of Article 20.

Article 24: Rights

The Exhibitor is entitled to use trademarks and logos belonging to the Supplier to the extent that the Supplier gives its consent in the Basic Agreement or through the website of the respective Exhibition.

For use in cases other than the above, the Supplier's written approval is always required in advance. Such use may then only be made in direct connection with the conduct of the Fair.

The Exhibitor agrees that during the Exhibition, the Supplier may freely make image and sound recordings of the Exhibitor, their employees, staff and/or others representing the Exhibitor, Exhibition objects and other exhibitors displayed with the event and Roadshow premises. The supplier is then entitled to publish the results of such acquisitions freely for marketing purposes.

With this Basic Agreement, the Exhibitor consents to publication by a third party.

The Supplier has, without risk of penalties, unilateral right during the term of the agreement to refuse, stop or limit activities during the Exhibitor's participation in the Exhibition, which the Supplier considers to be harmful to the Supplier's trademarks or is otherwise inappropriate. For example, this means that the Supplier has the right to reject an Exhibitor from the event. The Supplier's right under this paragraph shall not in any way limit the Supplier's rights under Article 28.

Article 25: Transfer and lease

A Party may not, without the prior written consent of the other Party, assign or re-assign its rights and/or obligations under the Basic Agreement to another person or entity.

It means, for example, that Exhibitors may not give part of their Exhibition stand to another without the Supplier's written consent. Exhibitors may have co-exhibitors at the event only if said co-exhibitor has been pre-approved by the Supplier and this has been reflected within the Basic Agreement.

If exhibitors wish to have co-exhibitors, an administrative fee of SEK 18,000 will be charged to the exhibitor.

Article 26: Force Majeure

The Supplier is exempt from penalties for failure to fulfil outlined obligations detailed within the Basic Agreement, if the failure has its basis in unforeseeable circumstances such as war, work stoppage, blockade, pandemic, epidemic, fire, explosion, flood, an accident of major magnitude, a governmental or authority intervention, intervening decision regarding deliveries or anything that the Supplier does not control and that impedes or is unduly burdensome for the Supplier's fulfilment of the Agreement and which could reasonably not have been foreseen when the basic agreement was concluded.

It is incumbent upon the Supplier when he wishes to invoke this Article 26 to notify the Exhibitor in writing without delay of its occurrence, as well as of its termination. Notwithstanding what is said above regarding relief from penalty, the Party has the right to terminate the Agreement with immediate effect if the fulfilment of a certain obligation is delayed by more than 30 days. The Supplier will not be required to pay a refund to the Exhibitor if Force Majeure is applied according to Article 26.

Article 27: Early termination of the Agreement

Either Party is entitled to terminate the Agreement with immediate effect through written notice:

- 1) If the other Party repeatedly infringes the Basic Agreement or substantially violates any provision under the Basic Agreement and does not take full correction within 15 days of written notice; or
 - a) If either Party enters bankruptcy, enters into a bargaining agreement, files for liquidation, or otherwise may be presumed to have ceased trading. The Supplier has the right to terminate the Basic Agreement with immediate effect if the Exhibitor is in arrears with payment in accordance with the Agreement, without complying with the above, without notice to the above.

- b) The Supplier has the right to terminate the Basic Agreement with immediate effect if it can be assumed that a representative of the Exhibitor or anyone else who will be present at the Exhibitor's stand during the Exhibition has committed an offense against a public group, illegal threats or other similar crimes.

The Supplier's right in accordance with this paragraph shall not in any way limit the Supplier's rights in accordance with Article 24.

Once the Party has received or been formally informed of the fact along with the reason for the termination, then termination shall be enacted without unreasonable delay

Article 28: Dispute

Swedish law shall apply to the dispute.

A general court in Sweden shall settle all disputes arising from the agreement. In the first instance Gothenburg District Court.