



**Transylvania
Tourism Fair**
Editia a V-a

Brasov , 30 martie-1 aprilie 2012

SERVICE CONTRACT

Registered under no. on and concluded between:

1. S.C. KRON – TOUR S.R.L., headquartered in Braşov, 12 George Bariţiu St., postal code 500025, Braşov County, registered with the Trade Registry under no. J08/486/1991, Tax Code RO 1093296, bank account RO49INGB0009008125418918, opened at ING BANK Braşov, tel./fax: 0268414172, 0368444210, e-mail: office@krontour.ro, represented by Sorin DENCESCU as Managing Director, hereinafter referred to as **GENERAL CONTRACTOR/PROVIDER**.

and

2. S.C. S.R.L., headquartered in locality, street, floor, apt., County, sector, postal code, registered with the Trade Registry under no. J.../...../....., Tax Code, tax attribute, with bank account no., opened at Bank, represented by Mr./Ms., acting in the capacity of, hereinafter referred to as **BENEFICIARY**.

I. VALUE OF THE CONTRACT

1. The value of the contract is of and includes the application fee of and the amount paid for renting the space a 24% VAT shall be applied on all costs.

II. OBJECT OF THE CONTRACT

1. The object of the present contract consists of event planning activities carrying out by the Provider for the Beneficiary, in accordance with the conditions provided in the *Entry Form*, which forms an integral part of the present contract. The *Entry Form* shall be sent to the Provider no later than March 1st, 2012 and after this date applications will be received only in the limit of the available space. The Provider shall send a written confirmation within 24 hours from receiving the present Contract and the *Entry Form* in order to confirm the availability and the reservation of the space selected by the Beneficiary. The spaces shall be allocated based on the order of receiving the applications. In case the space is no longer available, the Provider shall offer to the Beneficiary other available options. The Beneficiary shall confirm to the Provider in writing within 24 hours whether he accepts or declines the offer. In case no written notification is send, the offer made by the Provider to the Beneficiary shall be deemed tacitly accepted.

III. TERMS

1. The present Contract is valid from the date of its signature until April 1st, 2012 (including).

IV. THE PROVIDER'S OBLIGATIONS

1. To put at the Beneficiary's disposal the necessary space for participating at the "**TRANSYLVANIA TOURISM FAIR**", the **5th edition, 2012**, according to the conditions provided in the *Entry Form*.

2. The Provider shall be responsible for: securing the pavilion, ensuring cleaning services of the pavilion on common areas, the operation of the pavilion's equipment, technical maintenance for the stands, the access to the pavilion at the specified date and time, general publicity of the event, the printing of the exposition's catalogue, the integrity of the stands and exhibits outside the visiting hours.

3. To inform the Beneficiary of any alterations relating to the circumstances taken into consideration on concluding the present Contract, in view of a possible reassessment of the contract.



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V. THE BENEFICIARY'S OBLIGATIONS

1. To pay the Provider the cost for the provided services, in accordance with the Entry Form and the invoices issued by the Provider.
2. The value of the contract shall be paid as follows:
 - **Advance payment: (50% of the total amount, including VAT), within 3 days from signing the contract, based on the total invoiced amount issued by the Provider,**
 - **Remaining balance: (including VAT), no later than March 1st, 2012.**The Romanian Beneficiaries shall make the payments in RON, at the exchange rate of the Romanian National Bank from the day of invoice and the foreign beneficiaries shall make the payments in EURO.
The Provider may cancel the Beneficiary's participation if the payment obligations have not been met within the terms provided in the contract. The Beneficiary may use the exhibition space only after he has fulfilled all the payment obligations towards the Provider.
3. In case the Beneficiary withdraws from the exhibition the Provider shall perceive the following penalties:
 - if the Beneficiary withdraws from the exhibition until February 1st, 2012: 50% (including IVA) from the total value of the contract;
 - if the Beneficiary withdraws from the exhibition between February 1st and March 30th, 2012: 100% (including VAT) from the total value of the contract.
4. The Beneficiary shall comply with the timetable of stand construction and dismantling mentioned in the Entry Form.
5. The Beneficiary shall set up the stand without causing damages to melamine panels, furniture or the premises – any damages caused shall be evaluated by both parties and invoiced on the Beneficiary's account.
6. The Beneficiary shall not dismantle the stand before the end of the exhibition without the Provider's prior consent.
7. The Beneficiary shall comply with all the group of products that shall be exhibited, in accordance with the remarks provided in the Entry Form, being legally responsible for licenses/representation right/advertising right, etc. The Beneficiary has the right to advertise all his products, free of charge, only in the premises of his own stand. The distribution of prospects, flyers and samples outside the rented stands is allowed only with the organizer's prior approval. The publicity forms have to comply with the commercial principles and with the Romanian legislation.
8. The Beneficiary shall comply with the storage rules for the exhibits and their accessories.
9. The exhibits shall be stored inside the stand without disturbing the esthetic aspect of the exhibition. The storage of the exhibits and their packaging outside the rented stand is strictly forbidden.
10. The Beneficiary shall ensure throughout the exhibition cleaning services inside the exhibition area (stand).
11. In case the Beneficiary sets up the stand by himself or with a different company other than the Provider, the complete construction project shall be submitted to the Provider's approval 1 month before the exhibition opens and the provider reserves the right to reallocate the space so as to comply with the general conditions of the exhibition area. Otherwise the Provider shall take no responsibility for complying with the technical conditions claimed by the Beneficiary.
12. The Beneficiary shall not exceed the rented space, and the stand construction shall not affect the visibility of other Beneficiaries. Otherwise the Provider reserves the right to make any necessary adjustments for reallocating the space.
13. All information related to the present contract, including but not limited to: a) commercial secrecy, commercial procedures, rights, etc., b) information concerning any other kind of services and products, c) technical and commercial information, as well as any other piece of information whose distribution to third parties has been strictly forbidden by the Provider, are considered Confidential Information.

VI. LIABILITIES



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1. The party held responsible for causing damages to another party due to non-performance or improper performance of the present contract is liable to pay compensations.
2. The non-performance of the obligations by one party exonerates the other party to fulfill the correlative obligations.
3. For each day of delay in fulfilling the contractual obligations, the Beneficiary will pay a penalty of 0,5% of the total value of the contract. The value of the penalties cannot exceed the total amount due. In case the exhibitor withdraws, the advance payments shall be considered as compensations for material and moral damages. In case the penalties exceed 15 days, the Provider is entitled to terminate the contract, without the intervention of a Court or the performance of any other necessary procedure, and notify the Beneficiary.
4. The Beneficiary is responsible for setting up, handling and securing the exhibits and the materials in his own stand during the stand preparation and release, as well as during the performance of the exhibition, during the visiting hours.
5. The Beneficiary shall provide the necessary personnel inside the stand during the performance of the exhibition (during the visiting hours). The Beneficiary is responsible for the integrity of his own stand, resorting as the case may be to the security guards employed by the Provider in order to ensure the general security.
6. The Beneficiary shall be held responsible for the correctness and legality of the information provided to the Provider in relation to texts and graphical signs impressed on publicity materials (brands, logos, etc.) and in relation with the right to use such texts and graphical signs.
7. The Beneficiary is forbidden to assign the present Contract, otherwise he shall pay the Provider a sum of money equal to the balance of the rent for the period remaining until the termination of the contract and he shall be bound to release the rented space within 12 hours.
8. The Beneficiary is forbidden to sub-lease the space to another company without the Provider's approval. Otherwise the Beneficiary shall pay the entire amount for the stand plus penalties of EURO 500 and the company present at the exhibition without the Provider's consent shall pay the entire amount for the rented space and the application fee.

VII. TERMINATION OF THE CONTRACT

1. The present contract terminates in one of the following situations: expiration of the contract, rescission, dissolution, insolvency or bankruptcy of the Beneficiary or the Provider, as well as with the parties' consent.
2. In case the Beneficiary intentionally breaches one of the main obligations stipulated under chapter IV, the Provider is entitled to terminate the contract, without the intervention of a Court or the performance of any other necessary procedure, and notify the Beneficiary.

VII. OTHER CLAUSES

1. The present contract is completed by the legal regulations applicable to the lease matters and any alteration shall be made with the parties' consent and as an addendum to the contract.
2. Any disputes in connection to the conclusion or performance of the present contract should be settled by means of negotiation between both parties. In case the agreement on the dispute's subject is not achieved by means of negotiation, all disputes are to be referred to the competent Courts of Braşov County.
3. The Entry Form (2 pages) is an integral part of the present contract.
4. The present contract has been concluded in two copies, today,

**GENERAL CONTRACTOR/PROVIDER
S.C. KRON-TOURS S.R.L.**

Sorin Dencescu
Managing Director

BENEFICIARY
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