

# FORMSHOW

## APPLICATION & SHOW PARTICIPATION FORM FALL WINTER 17

February 24-27, 2017

CORPORATE NAME

BUSINESS ADDRESS

PHONE

MOBILE

EMAIL

WEBSITE

NAME & TITLE

NAMES OF SALES AGENTS

COLLECTION DESCRIPTION

YEAR FOUNDED

IN WHICH OTHER TRADE EVENTS DOES YOUR COLLECTION PARTICIPATE?

### APPLICATION DEADLINE: 10 JANUARY 2016

BOOTH SIZE AND COSTS ARE AS FOLLOWS. PLEASE INDICATE WHICH SIZE YOU WISH TO RESERVE:

SIZE BY FEET / METERS OF BACK WALL	COST
7'x5 / 2.13m x 1.5m (ACCESSORIES ONLY)	\$4,290
10'x5 / 3.05m x 1.5m	\$5,060
12'x5 / 3.66m x 1.5m	\$6,078
15'x5 / 4.57m x 1.5m	\$7,590
20'x5 / 6.10m x 1.5m	\$10,120
25'x5 / 7.62m x 1.5m	\$12,650

- **100% DEPOSIT DUE UPON ACCEPTANCE**
- PLEASE MAKE PROMPT PAYMENT. WE ACCEPT VISA, MASTERCARD, CHECK OR WIRE TRANSFER.
- THIS APPLICATION IS NOT VALID WITHOUT AN EMAIL CONFIRMATION FROM PLATFORM SHOW.

# SCREENING PROCESS

- APPLYING COLLECTIONS MUST SEND IN THE FOLLOWING MATERIALS TO BE CONSIDERED FOR ACCEPTANCE INTO THE SHOW:
  - LINE SHEETS
  - LIST OF CURRENT ACCOUNTS
  - LOOKBOOK
  - PRESS KIT
  - WHOLESALE PRICE LIST
- THE SCREENING COMMITTEE WILL REVIEW EACH COLLECTION BASED ON DESIGN, PRICE AND CATEGORY.
- YOU WILL BE NOTIFIED VIA EMAIL WITHIN ONE WEEK OF YOUR SCREENING IF YOUR APPLICATION IS ACCEPTED.
- BY SIGNING AND SUBMITTING THIS APPLICATION TO PLATFORM SHOW THE APPLICANT ACKNOWLEDGES AND AGREES TO THE GENERAL TERMS AND CONDITIONS OF THIS EXHIBITION AND WILL BE BOUND BY THESE TERMS AND CONDITIONS OUTLINED IN THE FOLLOWING PAGES.

**SIGNATURE**

**DATE**

## GENERAL CONDITIONS OF EXHIBITION FORMSHOW

**1. REGISTRATION 1.1** The registration for the event Formshow by submitting a completed and signed registration form is legally binding. The application is an irrevocable offer, to which the exhibitor is bound to the start of the event. Registration is open to exhibitors who sell the products listed on the registration form. For foreign companies, the proper registration in the country of origin or membership of a recognized trade association is an absolute prerequisite. If the registration by a third party is liable for all of this from the registration and participation in the exhibition liabilities incurred by the registered company jointly and severally.

**2. CONTRACT CONTENTS 2.1** Key components of the contract are: a) The application form b) The general conditions of the exhibition Formshow. Any conditions or reservations are not part of the contract. Competitive exclusion may not be requested or granted.

### 3. INCLUSION OF TERMS

By signing the entry form acknowledges the general exhibition conditions as binding.

**4. FINAL AGREEMENT / AUTHORIZATION 4.1** Formshow decides on the approval (registration) on the event, on the basis of the exhibition program, taking into account other applications and the available space contingent at its own discretion. There is no legal claim to admission. **The exhibitor contract is concluded with the written notification of the approval.** If there is a deviation between the content of the approval and the content of the application, the contract is made with the content of the approval. except for the different content was contradicted in writing within 2 weeks of receipt. The same applies to the case that the event must be moved in time or space; the place of the notification of the approval occurs while the corresponding notification of change of Formshow. Formshow reserves also the right to cancel the event, without notice two weeks before the scheduled appointment. Participation fees already paid will be refunded interest in this case. No additional compensation shall be excluded. The approval is valid only for the particular event, the company, its products and services. Other than the registered products and services may not be issued. **4.2** The allocation of stand space is determined to Formshow. Formshow to incorporate the wishes of the exhibitor. There is no entitlement to a certain level surface in a display area or in a hall area. Formshow is entitled to the exhibitors in individual cases for good reason to assign a different status from admission area - to change the size and dimensions of the allotted space - inputs and outputs to relocate or close and to make structural changes in the exhibition halls - without exhibitors being able to derive any rights. With a reduction in stand size is the difference of the state fee refunded to the exhibitor. Complaints must be promptly and in any case during the period of the event, made in writing. later objections can not be considered. **4.3** The transfer, exchange or subdivision of a stand, with co-exhibitors is only permitted with the written consent of Formshow. This applies particularly to the use of the stand area by another company with its own products, regardless of whether this company employs its own staff at the show and whether it is an independent company or a group company or a subsidiary. If the floor space used by another company without the express permission of Formshow, Formshow is entitled to terminate the contract immediately exhibitors. The stand area can be at the risk and expense of the exhibitor spaces. The exhibitor is liable for the negligence of other companies that exhibit at the allotted stand space, regardless of whether Formshow has given consent. In the case that Formshow has agreed a common use of the stands area by several companies in writing - assume all companies over Formshow for the payment of stand fees and other costs and the fulfillment of other obligations - on whatever legal grounds - as joint debtors. **4.4** Formshow has the right to refuse admission or withdraw from the contract if is an important reason. Especially if an admissible application was made for the opening of insolvency proceedings over the assets of the issuer. Formshow should be informed forthwith. After binding registration and approval is no longer to be released from the contractual relationship possible. Formshow can the request for release from the contract only except, when the vacant floor space can be rented to another exhibitor. In this case, Formshow is entitled to claim a reimbursement of the costs incurred in the amount of 25% of the participation fee without proof. Liability for catalog fees and other costs that are especially created by third-party claim is not affected.

### 5. CANCELLATIONS, NON-PARTICIPATION OF THE EXHIBITOR

The service fee and any additional costs incurred must be paid in full, even if the exhibitor cancels his participation or not to cancel the event without participating. A cancellation must be made by written letter with return receipt to the Formshow. If the exhibitor cancels and there is another rental, retains Formshow against the first tenants are entitled to cost share equal to 25% of the invoiced fee. The exhibitor retains the entitled to prove that Formshow, these costs are not created or not in this amount. The assertion of further claims is reserved. For ordered and not irreversible services regardless of the date of cancellation, the cost of the full amount due. The burden of proof of a cancellation borne by the exhibitor.

### 6. CANCELLATION

Formshow is entitled to cancel a) if the full rental payment is not received by no later than the date specified in the bill. b) If the exhibitor violates the house rules and not his behavior even after being advised c) if there are no longer eligible for the grant of approval in the person of the registered exhibitor. Or Formshow afterwards become known reasons, would have justified the timely knowledge of non-admission. This is especially true in the case requested the opening of a bankruptcy or insolvency proceedings or is dismissed for lack of mass and for entry of default of the exhibitor. The exhibitor must inform Formshow of the occurrence of these events without delay. d) if the inclusion of a co-exhibitor or foreign goods show without the written consent of Formshow. Formshow can enforce in the above cases for compensation.

**7. DESIGN AND CONSTRUCTION OF STANDS 7.1** Stand construction and design must comply with the law and the rules of Formshow for the design of the stands. The hiring of stand contractors must appear before the start of construction of the stands of Formshow and approved by them. Stands must be occupied for the duration of the event with the declared and admitted exhibits and staffed. **7.2** Formshow may require the exhibitor removing exhibits that may cause by smell, noise or other emissions or its appearance a considerable disturbance operation of the event, or a threat to the safety of exhibitors and visitors. If the exhibitor is not the demand

for immediately, Formshow is entitled to have it removed the exhibits in question at its own expense and risk. and to close the respective stand, without the exhibitor is entitled to any claims Formshow.

**8. STATE FEES AND OTHER COSTS | PAYMENT | RIGHT OF LIEN | NETTING** **8.1** The service fee and other charges calculated by the size and location of the stand and result from the price lists of Formshow. The price lists are binding and valid only for one trade show. Subsequent increases in prices are effective only with the consent of the exhibitor. In calculating the stand space are building conditions such as projections, pillars, installation connections and other permanent fixtures can not be considered. If the utility is guaranteed and provided a total of no essential impact, entitle existing projections, pillars, installation connections and other fixed structures present on the stand space do not result in a reduction of the fee, or other costs. **8.2** With the approval to the fair exhibitors will receive an invoice for the stand fee and other costs. Complaints about the invoice, the exhibitor has immediately, latest within 2 weeks after access to submitted in writing. Later objections can be considered only in exceptional cases. The stand fee is Formshow also settled in full, if the exhibitors leased stand space not or only partially used. If the contract by Formshow does not or can not be fully met, the exhibitor shall be entitled to a partial refund of amounts paid by him. The invoice amount is payable in full by the date specified on the in- voices due immediately. Payment before the start of the exhibition is a prerequisite for access to the stand space. If the exhibitor defaults on payment, so Formshow entitled to charge interest. Objections to invoices will only be considered if made against Formshow within 8 days of receipt of the invoice. If the rental takes place immediately before the exhibition begins, complains must also be filed no later than the day before the exhibition at Formshow received. Formshow is at liberty to make any further damage claims, provided that it incurs as a result of such delay. The compensation shall become invalid or be reduced, if the exhibitor can prove that Formshow suffered no or only minor damage. Formshow is also entitled to withdraw from the contract if the exhibitor's payment obligations despite a reminder fails to comply within another 14 days. **8.3** To guarantee the debts of Formshow from the rental of stand space, and other claims resulting from this contract, the issuer of Formshow accepts a lien on the property brought in by him. **8.4** The exhibitor is not right to offset its own claims against claims by Formshow. Unless the requirements of the exhibitor are undisputed or legally established or Formshow has expressly agreed to offsetting.

**9. HOUSE RULES | DIRECT SALES** **9.1** Formshow during the exhibition has the unlimited house rights. Formshow is entitled to make any claim on its orders and instructions and can immediately remove disruptive, damaging, or the sense of issuing contradictory bodies. And to close the stand and its clearance without having recourse judicial assistance. **9.2** The playing of music or videos on the stand is subject to approval. Failure to observe this provision, the power supply of the stand can regardless of the associated loss of energy fort he lighting be interrupted. There is no entitlement to compensation for the interruption of power supply resulting direct or indirect damages. The exhibitor has the burden of proof compliance with the requirement.

**10. INSURANCE | RESPONSIBILITY** **10.1** Formshow hired a security company to guard the fair grounds during the entire duration of the exhibition, including construction and deconstruction times. Nevertheless, Formshow is not responsible for exhibit goods, stand fittings and objects that are owned by the people working at the stand. Any liability for any loss or damage is excluded. **10.2** Formshow is only liable according to legal rules for intent and gross negligence by its employees and agents - if it is not foreseeable damage or material breach of contractual obligations or to injury to body or health. The amount of the liability of Formshow is limited to the amount covered by their business liability insurance. Any further liability is excluded. This applies to all claims which may result due to or in connection with this contract. **10.3** If Formshow is force because major or other external reason to vacate the exhibition area or parts of the exhibition area, to postpone the event or shorten or extend the event, may not derive any claims and rights for damages against Formshow. **10.4** Damages for Formshow, which are caused by the staff of the exhibitor, the exhibitor is liable according to law.

**11. EXPIRY** **11.1** Claims against Formshow from the contractual relationship and all the related rights lapse after a period of six months from the date on which the exhibitor obtains knowledge of the relevant claim.

**12. PLACE OF PERFORMANCE | PLACE OF JURISDICTION | GOVERNING LAW** **12.1** Place of performance is New York, NY **12.2** Jurisdiction, including documents, bills and checks, if the exhibitor is a merchant, a legal entity under public law or a public special fund is New York, NY. Formshow is entitled to assert its claims in a court of the place at which the exhibitor has its registered office or branch. **12.3** All legal relationships between the exhibitor and Formshow is governed by law and texts of these conditions of participation.

**13. FINAL TERMS** **13.1** By signing the entry form the exhibitor accepts the general conditions of the exhibition Formshow, and all other relevant provisions of the contract as binding. **13.2** The cancellation, amend or supplement the foregoing provisions in whole or individual provisions be made in writing. This also applies for the waiver of written form. In compliance with the written form can not be waived nor implied. Verbal agreements are not taken. This also applies for the waiver of written form. **13.3** Should these provisions be partially legally invalid or incomplete, this does not affect the validity of the remaining provisions of the contract. In this case, the parties undertake to the ineffective regulation with a provision to replace or fill the gap by such a provision by which the pursued economic purpose can be best achieved.

## Credit Card Authorization

I, Mr./Mrs./Miss \_\_\_\_\_

of (Company Name) \_\_\_\_\_,

(please circle one) Visa MasterCard

credit card # \_\_\_\_\_ with expiration date of \_\_\_\_/\_\_\_\_,

authorize FORMSHOW to charge said credit card the amount of \$\_\_\_\_\_ for the payment of the booth and to charge said credit card (without additional signature) such amounts as may become due to FORMSHOW relating to the trade show including, but not limited to, shipping costs, duties, taxes and damages. If for any reason the credit card company does not make payment on this account, you will owe FORMSHOW any such amount(s).

Card Security Code \_\_\_\_\_ **(3 Digits)** Flip your card over and look at the signature box. You should see either the entire 16-digit credit card number or just the last four digits followed by a special 3-digit code. This 3-digit code is your Card Security Code.

Credit Card Billing Address \_\_\_\_\_

Credit Card Billing Zip Code \_\_\_\_\_

Credit Card Billing Telephone \_\_\_\_\_

Credit Card Signature \_\_\_\_\_

**PLEASE FAX BACK THE COMPLETED FORM TO 646.613.0413**

(Incomplete forms will not be processed)