

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

### **1. GENERAL**

These conditions of contract constitute part of Business Finland Oy's (Business Finland's) 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 Business Finland as the organizer.

### **3. CONTRACT**

The contract consists of Business Finland'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.

Business Finland is 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. Business Finland 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, Business Finland 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, Business Finland is entitled to cancel the contract, or suspend or refuse to provide the services until the client has paid the outstanding payments. Business Finland is entitled to charge the interest for late payments in accordance with the applicable law.

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

The client's order is binding and cannot be cancelled by the client except in the following timeframe. If the client cancels the attendance package purchase:

- Business Finland will refund 50 % of the stand package price if the cancellation is conducted more than 90 days before the event.
- If the cancellation is conducted less than 90 days before the event, the fee of the attendance package will not be refunded.

Business Finland may cancel the participation if minimum number of participants has not been reached. In addition, Business Finland is 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 Business Finland suspends 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 event organizer. Service fees/prices will not be refunded.

If Business Finland needs to terminate the contract for reasons outside its own control, Business Finland is 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 Business Finland. **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 Business Finland's own control.**

Business Finland's exhibition attendance package **does not include** any freight, travel arrangements or accommodation costs. In case the event is cancelled or rescheduled (due to COVID-19, or due to any other reasons such as changes in circumstances), Business Finland will not compensate any freight, travel or accommodation costs to the clients.

## **6. TRANSFER OF THE CONTRACT AND SUBCONTRACTORS**

Business Finland has the right to transfer the contract to the entity to whom Business Finland's operations would be transferred partly or totally. In other respect the parties have no the right to transfer the contract to a third party without a written consent from the other party. Business Finland is entitled and utilizes subcontractors for carrying out the practical arrangements related to the exhibition.

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

Client shall provide Business Finland with the company materials for advertising purposes as instructed by Business Finland. Business Finland 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.

#### **8. PERSONAL DATA**

Business Finland 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 Notice](#).

#### **9. LIMITATION OF LIABILITY, INSURANCES**

Business Finland's liability is limited to client's proven direct damages only and may not exceed the sum of the charges paid by the client excluding value-added tax. The claim challenging the liability shall be presented to Business Finland within six months from the completion of the contract. Business Finland is not responsible for any acts or omissions of other exhibition organizations.

The client shall ensure that it carries sufficient insurance coverage and that its representatives have adequate travel insurance.

#### **10. 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, Business Finland 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**