



STAND EXPO S.R.L.

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CONDITII GENERALE

1. Acceptarea ofertei

1.1. Prin comanda ferma Beneficiarul accepta oferta trimisa de catre Stand Expo.

1.2. In cazul in care nu s-a semnat un contract, comanda ferma tine loc de contract, ceea ce implica acceptarea si respectarea Conditiei Generale de catre Beneficiar.

1.3. Daca Beneficiarul doreste sa aduca modificari la contract, va comunica Constructorului propunerile sale, dar numai inainte de a trimite comanda ferma. Versiunea finala a contractului va fi convenita si semnata de ambele parti.

1.4. Orice modificare sau comanda suplimentara se va face numai in scris.

2. Conditii de plata

2.1. Toate platile datorate Constructorului se efectueaza in termenul prevazut in contract si/sau in facturile emise.

2.2. Depasirea de catre Beneficiar a termenului de plata se penalizeaza cu 0,15% din valoarea restanta a contractului, pe zi de intarziere.

3. Renuntarea

3.1. In cazul in care, dupa semnarea contractului si/sau acceptarea ofertei, Beneficiarul renunta la participare sau reziliaza contractul cu:

- 50 de zile inainte de deschiderea manifestarii, va achita 25% din valoarea contractului;
- 35 de zile inainte de deschiderea manifestarii, va achita 50% din valoarea contractului;
- mai putin de 20 de zile inainte de deschiderea manifestarii, va achita 100% din valoarea contractului.

4. Obligatiile constructorului

4.1. Intrucat Constructorul detine experienta, organizarea, resursele si personalul necesar are obligatia de a executa si de a finaliza lucrarile, conform proiect acceptat, precum si de a remedia eventualele vicii cu atentie si promptitudinea cuvenite.

4.2. Constructorul are obligatia de a folosi structura expozitionala si materiale de buna calitate.

4.3. Constructorul are obligatia sa asigure confidentialitatea contractului si informatiilor primite de la beneficiar.

4.4. Constructorul are obligatia sa respecte regulamentul impus de catre organizator si locatie.

5. Obligatiile Beneficiarului

5.1. Beneficiarul are obligatia sa furnizeze Constructorului la timp, toate datele solicitate de catre acesta pentru buna executare a lucrarii.

5.2. In cazul unor solicitari suplimentare fata de cele precizate in contract, Beneficiarul este obligat sa plateasca contravaloarea acestora, conform facturilor emise de Stand Expo;

5.3. Beneficiarul are obligatia de a se ocupa de inchirierea si plata spatiului, utilitatilor si eventual, alte formalitati aferente participarii la eveniment.

5.4. Dupa receptionarea lucrarii de catre Beneficiar, raspunderea materiala asupra componentelor de constructie si amenajare este exclusiv in sarcina beneficiarului.

6. Valabilitatea contractului

6.1. Contractul este valabil pana la indeplinirea efectiva a tuturor obligatiilor partilor.

7. Forta majora

7.1. Din considerente de forta majora, Stand Expo poate sa nu execute lucrarea, fiind exonerat de raspundere pentru neexecutarea obligatiilor asumate prin contract. Stand Expo va informa beneficiarul in termen de 5 zile de la producerea cazului de forta majora.

8. Litigii

8.1. Orice litigiu decurgand din sau in legatura cu prezentul contract, inclusiv la incheierea, executarea ori desfiintarea lui se va solutiona prin arbitrajul Curtii de Arbitraj Comercial International de pe langa Camera de Comert si Industrie a Romaniei in conformitate cu Regulamentul de organizare si functionare al Curtii, cu regulile de procedura ale acestei Curtii, cu art. 4 al Conventiei Europene de Arbitraj Comercial si International incheiata la Geneva la 21.04.1961. Partile se obliga sa execute intocmai decizia Curtii care este definitiva si obligatorie.

Prezentele Conditii Generale sunt parte integranta a contractului, sunt acceptate de catre beneficiar si nu necesita acordul scris al acestuia.

GENERAL TERMS

1. Acceptance of the offer

1.1. By the purchase order the Customer accepts the offer sent by Stand Expo.

1.2. In case if do not sign any contract, purchase order replaces the contract, implying acceptance of the General Terms by the Customer.

1.3. If the Customer wants to bring changes to the contract, he will communicate the proposals to the Constructor, but only before submitting a purchase order. The final version of the contract will be agreed and signed by both parties.

1.4. Any amendment or additional order will be made only in writing.

2. Payment terms

2.1. Payment will be done in the specified terms according to the contract and/or invoices.

2.2. In case of non-observance of terms of payment by the Customer, the Customer needs to pay to the Constructor a penalty at a rate of 0.15% of the delayed sum per every day of delay.

3. Withdrawal

3.1. If the Customer, after signing the contract and/or acceptance the offer, cancels the participation or cancel the contract with:

- 50 days before the opening, will pay 25% of the contract value;
- 35 days before the opening, will pay 50% of the contract value;
- 20 days before the opening, will pay 100% of the contract value.

4. Constructor's obligations

4.1. Whereas the Constructor has the experience, organization, resources and personnel required to execute and finish the work, according to accepted project and to remedy any defects due to attention and promptness.

4.2. The Constructor is required to use the high quality exhibition structure and materials.

4.3. The Constructor is obliged to ensure confidentiality of the contract and of information received from the customer.

4.4. The Constructor has the obligation to comply with regulations imposed by the organizer and the location.

5. Customer's obligations

5.1. The Customer must provide in time to the Contractor, all data requested for the proper execution of the work.

5.2. In case of further requests of those specified in the contract, the Customer is obliged to pay the amounts, according to the invoices issued by Stand Expo.

5.3. The Customer is obliged to deal with rent and paying space, utilities and any other formalities related to his participation at the event.

5.4. After receiving the work by the Customer, the material responsibility for the construction and fitting components is only of the Customer.

6. Validity of contract

6.1. The contract is valid until the effective fulfillment of all obligations of the parties.

7. Force majeure

7.1. In case of force majeure, Stand Expo may not perform the work without being held responsible for not carrying out its duties stipulated in the contract. Stand Expo will inform the beneficiary within 5 days from the occurrence of force majeure cause.

8. Litigations

8.1. Any litigation referring to this contract (including its closing, carrying out or cancellation) will be submitted to the International Court of Commercial Arbitrage of the Chamber of Commerce and Industry of Romania, according to the stipulations of the Arbitrage Rules of the Court, Art. 4 of the European Convention of Commercial and International Arbitrage signed in Geneva on April 21st, 1961. The Parties are bound to carry out the verdict which is final and rules absolute.

These General Terms are part of the contract, are accepted by the customer and does not require written agreement of the customer.