



Conditions for participation in export promotion events under the auspices of the Danish Agriculture & Food Council – DAFC, July 2019

1. Basis of the agreement/contract

The contractual basis for participation in a collective export promotion event under the auspices of DAFC is comprised of:

- 1) a binding registration form filled in and signed by a duly authorised representative of the company, and
- 2) these present general conditions for participation.

2. Conditions for participation

The extent and conditions of participation, as well as the services to be provided by DAFC, are laid out in the presentation material sent, which includes a description of the practical implementation of the export promotion event. By signing the binding registration form, participating companies give their approval of the presentation material sent and of the prices, conditions and provisions described therein.

DAFC is under obligation to supply the services described in the presentation material. The participating companies are obligated to comply with the conditions for planning and implementing the export promotion event described in the material, including meeting the deadlines given for sending in material etc. to DAFC.

DAFC's handling of services is conditional on not being delayed or prevented by force majeure, including but not limited to war, lockout, strikes, civil commotion, natural disasters or other circumstances beyond the control of DAFC. If an export promotion event is cancelled on one or more of the above grounds, the companies registered are under an obligation to pay their share of costs already defrayed during preparation, insofar as these costs cannot be covered by co-financing via export promotion funds.

3. Financial conditions

By returning the binding registration form, the company commits itself to pay the cost indicated for participating in the export promotion event. DAFC's cost calculations (see material sent) are based on a minimum number of participants. Should this minimum number of participants not register, DAFC reserves the right to cancel the event or send out revised material containing new prices, which will form the basis for the possible implementation of the promotion with a reduced number of participants. DAFC reserves the right to adjust the prices given to follow changes in exchange rates, in the event of increases in rental for the premises, and in the event of higher prices due to common decisions about changing and expanding the event relative to the original material sent out.

4. Invoicing

Unless otherwise agreed, invoices will be issued as follows:

- 1) 100% on account with binding registration, 2) final invoice when the event is over and after all costs, such as any extra services agreed upon, are included.

If DAFC's terms of payment are not met, DAFC reserves the right to consider the agreement repudiated under section 6. If the invoices issued are not paid by the deadlines set, DAFC is entitled to add interest to the amounts due at the prevailing rate for overdraft facilities as of the expiration of the deadline for payment.

5. Co-financing

In the event that co-financing can be expected via general export promotion funds, the representation material sent will indicate that co-financing will be applied for by DAFC. Participating companies are obligated to provide the necessary documentation and other information relevant to co-financing of the export promotion event.

6. Cancelling the agreement

Registering for an export promotion event is binding once the registration form has been filled in and sent to DAFC. Thus, DAFC has a claim on the price agreed regardless of whether the company subsequently cancels or reduces its participation. In cases of co-financed promotion, the company's registration is conditional on whether co-financing is granted. If a company, for any reason, cancels its participation, the company must pay the full participation fee, including any subsidy, if the subsidizing partner decides to withdraw its subsidy to the company's participation as a consequence of the company's cancellation.

7. Transport and insurance

Unless otherwise agreed with DAFC, participating companies are charged with buying their necessary insurance for their employees and goods, exhibition and information materials, covering damage incurred in transit or while the event is being held.

8. Venue

In the event of any dispute or controversy between the parties regarding the interpretation or construction of the conditions for participation or an alleged breach of contract by either party to this Agreement, such dispute or controversy shall be settled by arbitration.

Danish Agriculture & Food Council