

General Terms and Conditions for Exhibitors

Preamble

The General Terms and Conditions of the company "Aey Congress GmbH" form the basis of these Terms and Conditions for Exhibitors and apply, insofar as no specific regulations have been stipulated in these Terms and Conditions for Exhibitors.

The internal regulations of the specific exhibition venues and the "Information for Exhibitors" that accompany the Terms and Conditions form an integral part of the General Terms and Conditions.

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1. General

1.1. Exhibition stand registration

By signing the registration form, the Exhibitor accepts all the Terms and Conditions as binding and is responsible for ensuring that all persons employed by him at the exhibition also comply by the Terms and Conditions.

1.2. Co-exhibitors

If several companies wish to exhibit jointly using one exhibition stand, they shall appoint an authorised representative, with whom the Organizer can negotiate and who bears the same liability for cases of negligence on the part of those whom he is authorised to represent as he does for his own faults and negligence. Only the main Exhibitor will be listed in the catalogue. Nominating participating Exhibitors will be subject to a fee of € 500 plus German value added tax (MWSt.) per co-exhibitor.

1.3. Confirmation of participation

Sending Exhibitor information constitutes an offer without obligation. An exhibition contract between the Exhibitor and Organizer, by which the Exhibitor is legally bound until the event is held, is only binding once participation has been confirmed by the Organizer.

1.4. Restrictions

The Organizer may exclude individual providers from participating in the event, especially when the concept of the event so requires, or if the available exhibition space is insufficient.

1.5. Deviation from the registration

If the Organizer accepts the proposal with additional extensions, restrictions or any other modifications, the Exhibitor has 10 days for the right to appeal. Such an appeal can only be submitted in writing.

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1.6. Exhibition stand allocation

Stands are allocated according to demand, the amount of available exhibition space, technical requirements and possible conceptual concerns of the Organizer. The preferences of individual Exhibitors regarding the location of stands will be taken into account where possible, without, however, constituting an automatic guarantee on the part of the Organizer. The Organizer has the authority to allocate stands and undertake changes thereof. The location and the occupation of neighbouring stands may change at any time following the date of the confirmation of participation. These changes have no influence on the content of the contract in respect to the Exhibitor's own stand and shall not justify any claims for compensation or for alterations to the contract or the Exhibitor's right to terminate the contract.

2. Terms of payment

2.1. Date of Payment

All invoices for stand rental must be paid without any deduction prior to the start of the exhibition and within the payment deadline, otherwise stand assembly will not be permitted. All additional costs will be invoiced after the conference. Bank charges arising from international money transfers will be borne by the client in their entirety. If charges have been incurred, then these shall be collected at the latest on site, against presentation of appropriate proof of cash payment, or debit or credit card payment.

2.2. Cancellation

If an Exhibitor cancels their participation up to 8 weeks prior to the event and the stand can be rented to another party, then the Organizer is entitled to reimbursement by the first tenant of 25% of the area that had been booked until cancellation. If the stand cannot be rented to another party or if cancellation takes place less than eight weeks prior to the event, then this entitlement increases to 100%. In case of a partial cancellation, this provision applies mutatis mutandis.

3. Exhibition space, exhibition stand boundaries

The rented exhibition stand area will be designated by the Organizer prior to the start of the event. Exceeding the boundaries of the stand is not permitted in the interests of other Exhibitors, for reasons of safety and in order to guarantee that the aisles remain unobstructed. Slight variations in the area of the stand (up to 5%) do not justify a claim for a refund or a recalculation of the price. It is recommended that Exhibitors inspect and measure the area prior to the event. Pillars and other restrictions to usability may, if necessary, be part of the rented area.

Justified complaints should be communicated to the Organizer immediately. Subsequent claims absolve the Organizer of any obligation. Claims for a reduction in price are also excluded.

4. Exhibition stand design

All stands must be marked with the company's name, which is to be displayed in a visible place. Any required blinds must be positioned so that they do not exceed the height of the stand. The internal design of the stand is at the discretion of the Exhibitor. The stand should fit harmoniously into the overall design and should not negatively affect or inconvenience neighbouring stands or visitors.

For stands measuring more than 12 square metres, construction plans (if possible: three-dimensional) should be submitted to the Organizer for approval at least 6 weeks prior to the event.

If plans are not submitted on time, the Organizer reserves the right to change stand constructions in the interests of neighbouring Exhibitors.

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5. Information on exhibition stand construction

Exhibition stands and equipment will be provided and set up by the Exhibitor. Tables, chairs and electrical connections can be rented for a fee. A form will be sent to the Exhibitors in sufficient time prior to the event.

All stands shall be constructed with self-supporting side and rear walls. Attachments to the walls or the floor are not possible. The Exhibitor is liable for any damage that may occur.

5.1. Exhibition stand material

All materials used must be non-flammable in compliance with fire and safety regulations (B1 DIN 4102; European standards DIN EN 1350).

The Exhibitors' own carpets should not be glued to the floor. If a carpet must be fixed to the floor, then a wooden or pressboard floor must first be laid and the carpet fixed securely onto that. Only residue-free adhesives and adhesive mesh are permitted.

Stand walls, posters, signs etc. may not be attached to walls, pillars, ceilings, windows etc. using nails, screws, adhesive tape or glue. The Exhibitor is liable for any damage which may occur. After the exhibition, individual stand sites must be left in good condition and swept clean.

5.2. Waste

Please note that only small amounts of packaging should be used and that this should be environmentally friendly. Boxes, pallets, plastic film and any other waste must be disposed of by the Exhibitor himself. Should this not be the case, then the Exhibitor will be charged for the cost of disposal. There will be a charge of 300 € per commenced cubic metre of material that is left behind.

Containers can be hired from the Organizer for waste paper.

After the exhibition, individual stand sites must be left in a good condition and swept clean.

6. Electrical connections

Electrical connections will be made available to the stand as ordered. The Organizer shall not be held liable for mains power failures or equipment failure. The supply of electricity will be provided by locally employed technical staff. The Exhibitor may have special lighting etc. installed by the electrician at his own expense. The cost of electrical connection and power consumption is not included in the price of stand rental. The respective rates for AC and 3-phase electricity will be calculated separately.

7. Safety regulations

All fire alarms, hydrants, electrical distributors, switch panels and telephone switchboards must be accessible at all times. During the exhibition, and the assembly and disassembly of stands, Exhibitors must comply with police and official regulations. The Organizer reserves the right to request changes to be made to obviously inadequate stand structures or to request for such stands to be removed if they prove to be inadequate, an inconvenience or hazardous. Fabric covers are not permitted.

All other ceiling elements such as metal screens and perforated metal sheets must be 50% open per square metre on a vertical plane.

Ceiling structures must be constructed so that they do not hinder the effectiveness of the existing sprinkler system.

8. Services

Services such as cleaning, stand security and surveillance, hostesses, flower deliveries etc. can be ordered using the relevant forms.

9. Catering

If the venue is contractually bound to a catering company, then general catering will be provided strictly and exclusively by them (please consult the Exhibitor information specific to the conference).

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Catering services also apply to the provision of small quantities of food and beverages at exhibition stands. Bringing and eating your own food and beverages and the use of disposable plates is not permitted. The sale of food and beverages is not permitted.

10. Corporate events

The companies participating in the congress must consult the Organizer concerning all separate technical and social events. Violations will result in a penalty.

The Exhibitor may distribute advertising and perform promotional activities only within the boundaries of his stand, and in particular not in the exhibition aisles or other exhibition areas. Displays in other exhibition areas require a permit and will incur extra costs.

In the case of business symposia held within the context of the event, the conditions stipulated in the relevant correspondence will apply.

11. Audio and video recordings

Recordings or broadcasts by the Exhibitor or third parties require the approval of the Organizer.

Should recording rights or transmission rights be sold, then 20% of the price plus German value added tax (MWSt.) will be paid to the Organizer.

The Organizer is entitled to let photographs, drawings, and film and video recordings of the exhibition and the stands be produced and to use these for advertising purposes or press releases. The Exhibitor is not entitled to raise any objection to this.

12. The pursuit of trade in function rooms

Exhibitors are not permitted to book or contract traders of any kind (photographers, flower vendors, performers, singers, etc.) for events or to employ these in the exhibition without the prior written consent of the Organizer.

The direct sale of the items on display and distribution of samples for a charge is not permitted if this has not been previously requested and approved in writing.

13. Liability

The Organizer will not assume any liability for theft or personal injury during assembly and disassembly, and during the event. The Exhibitor is liable for any damage to persons or property that may occur due to the use and presentation of the components of his stand, any objects and exhibits. It is recommended that Exhibitors take out liability and theft insurance.

Moreover, the Organizer will not assume any liability for any loss or damage caused by disruptions to the supply of electrical connections. The Exhibitor does not guarantee the success of the exhibition, either for visitors or congress participants.

No liability exists for structural defects or construction measures of the conference venue, technical equipment and the personnel hired for the congress.

14. Law and jurisdiction

14.1. Force Majeure

If, as a result of force majeure or due to other reasons beyond his control, the Organizer is compelled to vacate one or more areas of the exhibition temporarily or for a longer period, or to postpone, shorten or prolong the exhibition, then no right to withdraw or to cancel the contract or any other claims, in particular claims for damages against the Organizer, will arise for the Exhibitor thereof.

If for any reason, the event is restricted or cancelled, no claims will arise thereof against the Organizer.

The exclusion or limitation of liability also applies to changes to the dimensions and the placement of exhibition stands at short notice.

14.2. Legal requirements

Official permits must always be obtained by the Exhibitor. Moreover, only the Exhibitor bears

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the responsibility to ensure that trade laws, police and health regulations and other regulations are complied with at his exhibition stand. If participation in the event is not approved or if the exhibition stand must be disassembled before the end of the event as a result of a violation of these regulations, then the Exhibitor will have no claim against the Organizer for the reimbursement of costs.

14.3. Penalty clause

In the case of breaches of the aforementioned regulations on the part of the Exhibitor, the Organizer may, following an unsuccessful warning, irrespective of the assertion of consequential costs, invoke a contractual penalty of at least 250.00 € plus German value added tax (MWSt.) per day of the event.

14.4. Final Provisions

Deviations from the contract are only valid if this was confirmed in writing by the Organizer or asserted verbally by authorized representatives of the Organizer during the event, and if these were verifiably accepted by the Exhibitor.

Claims by the Exhibitor against the Organizer expire within six months, unless statutory provisions are to the contrary.

If any individual provision of the Terms and Conditions of participation is invalid, then this will not affect the validity of the other provisions. Invalid provisions should be modified in such a way that the intended purpose is achieved.

The place of jurisdiction for all the points relating to the exhibition is Berlin.