

# TERMS OF PARTICIPATION FOR TECHNICAL EXHIBITION INTERNATIONAL ROTATING EQUIPMENT CONFERENCE

07

## 1 Event name

4<sup>th</sup> International Rotating Equipment Conference

## 2 Organiser

Gesellschaft zur Förderung des  
Maschinenbaues mbH (GzF)  
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## 3 Powered by

VDMA Pumps + Systems  
VDMA Compressors, Compressed Air  
and Vacuum Technology  
Lyoner Str. 18  
60528 Frankfurt am Main, Germany

## 4 Basis of the contract

The contractual relationship between exhibitors and GzF is governed by these terms of participation, the registration documents and all further exhibitor documents. The participant accepts this by signing the registration form.

## 5 Exhibition venue and dates

### 5.1 Exhibition venue

RheinMain CongressCenter (RMCC),  
Friedrich-Ebert-Allee 1, 65185 Wiesbaden,  
Germany

### 5.2 Exhibition dates

Tuesday, 24 September 2019,  
to Wednesday, 25 September 2019

### 5.3 Opening hours

On the two days of the exhibition, exhibitors can enter the exhibition grounds beginning at 8.30 h.

On 24 and 25 September 2019 exhibitors have to leave the grounds by 18.30 h.

## 5.4 Set-up dates and times

Monday, 23 September 2019, between 14.00 - 18.00 h. The stands must be completely prepared on this day.

## 5.5 Dismantling dates and times

Wednesday, 25 September 2019, 17.30 - 19.00 h (after official closing of the conference).

Exhibits remaining on the premises after this deadline will be removed by GzF at the exhibitor's expense.

## 6 Eligibility for participation

All domestic and foreign manufacturers and service provider companies as well as those companies authorised by manufacturers to exhibit their products can be accepted as exhibitors.

All exhibits and service offerings must correspond to the orientation of the conference. Products that do not comply with the exhibition programme must not be exhibited.

Goods that obviously infringe industrial property rights (particularly trademark rights, design rights, utility models and/or patents) are not permitted and must be removed immediately. The exhibitors involved will not be permitted to participate at future events.

## 7 Stand rents

### 7.1 Provision of services

The services to be provided for the participation fee are as specified in the document "Fair Packages".

The following booth sizes are available:

6 m<sup>2</sup> - 3,000 €  
9 m<sup>2</sup> - 3,500 €  
12 m<sup>2</sup> - 4,000 €

Statutory value-added tax is to be added to all prices.

If the exhibitor places orders with GzF that are not included in the exhibition package, these will be invoiced separately.

### 7.2 Co-exhibitors

Exhibitors may not transfer part or all of the assigned stand area at the disposal of other companies or individuals.

## 8 Registration

To book stand space, the registration form must be filled out, with a legally binding signature, and submitted in due time. The registration deadline is 31 July 2019. Registrations received at a later date will be considered only if there is still exhibition space available.

A separate registration form must be submitted for each stand. By signing the form, the exhibitor recognises the terms of participation as binding.

GzF shall confirm receipt of the registration in writing. Registration and the confirmation of receipt of registration do not provide a claim to acceptance or to a particular size or location of stand space.

GzF, with the aid of service providers (lettershops, printers, ticket shops, etc.), shall process the personal data of exhibitors for the purpose of contract fulfilment, in accordance with the basis of the contract specified in item 4 of the Terms of Participation. Apart from this, no transfer of your personal data to third parties shall take place.

Following application submission, the data transmitted by the exhibitor (company name, postal address, contact person, telephone/fax number and email addresses) shall be stored, processed and utilised.

In particular, GzF uses the personal data:

- for handling ordering and business transactions with the exhibitor
- for sending offers related to the event
- for event-specific information preceding and following the event
- for making contact, and for inquiries and further questions
- or sending information and advertising material by post
- for transferring selected data to individual service providers, for fulfilment
- of the contract
- for preparing personalised tickets
- for evaluations for statistical purposes.

The personal data shall be used only to the extent required. This shall take place with strict observance of the applicable data protection laws. With respect to GzF, exhibitors shall have the right to disclosure, correction, deletion and restriction of the processing of their personal data, as well as the right to data portability.

GzF shall store and utilise personal data only for as long as necessary for the purposes for which the data were obtained, or in order to satisfy legal requirements concerning reporting or document retention. Exhibitors can object at any time to the use of their data for the purposes indicated above (info@gzf-expo.de)

## 9 Acceptance

GzF shall decide on the acceptance of registrations taking into account the terms of participation, the space available and the overall scope and conception of the event.

If GzF receives more applications by the registration deadline than can be accommodated with the space available, application acceptance shall be decided at the sole and reasonable discretion of GzF.

Companies which, without justification, have failed to meet their financial obligations towards GzF with regard to previous events can be excluded from acceptance.

The rental contract shall come into effect upon the written confirmation of acceptance by GzF.

After receipt of the confirmation of the participation the contractual relationship continues to be legally binding even if the desired exhibits cannot be delivered to the exhibition (e.g. due to delays in transportation, loss, customs issues) or if visas necessary for the exhibitor or their representatives are not available in time for the exhibition.

GzF shall be entitled to withdraw the acceptance if it was given on the basis of false conditions or information or if the acceptance conditions no longer apply at a later stage.

## 10 Confirmation of stand space/changes

The allocation of stand space does not depend solely on the chronological order of receipt of registrations.

No claim shall exist for the allocation of a particular stand space. Special placing requests are considered as far as possible, but are not contractually binding. With the stand space confirmation, the exhibitor receives a plan showing the location, dimensions and stand number of the stand.

If the contents of the stand space confirmation differ from those of the registration, the stand space confirmation shall be decisive for the contract, unless an objection in writing is made by the exhibitor within two weeks of receipt. Objections made later cannot be taken into consideration.

Assigned stand space may not be exchanged with that of other exhibitors without the consent of GzF.

GzF reserves the right to assign a stand to an exhibitor in a location different from the one shown in the stand confirmation, to alter the size of the exhibitor's exhibition space, to move or close entrances and exits to and from the exhibition hall and to make other structural alterations, insofar as it has a significant interest in such measures due to particular circumstances or is obliged to take such measures due to safety regulations or requirements by public authorities. In such cases, exhibitors suffering significant adverse effects due to these measures are entitled to demand an appropriate reduction in the stand space rent. If the changed conditions are demonstrably unreasonable for the exhibitor, despite the reduction in rent, the exhibitor shall be entitled to withdraw from the contract. Neither party shall have the right to claim for damages.

## 11 Terms of payment

Rents for stand space are payable in two partial payments upon invoicing by 31 March 2019. A deposit amounting to 50 percent of the anticipated participation fee is due upon acceptance. With the second partial invoice, the remaining portion of the stand rent is payable by 31 March 2019. Rents for stand space from 1 April 2019 will be charged in one amount.

Services ordered shall be invoiced separately. All invoiced amounts must be transferred in euros to one of the accounts specified in the invoice, without any deductions or bank charges.

If payment is not received within the specified period, GzF shall be entitled to exclude the exhibitor from use of the stand area until the invoice has been settled in full and to claim compensation for losses incurred.

Pillars, existing protrusions, maintenance connections, fire equipment or other fixtures in the rented stand space do not entitle the renter to a reduction of the rental price or of any other costs.

Complaints regarding the invoice must be made in writing within two weeks of the receipt of the invoice. Later complaints cannot be considered.

## 12 Withdrawal

### 12.1 Withdrawal by the exhibitor

After acceptance, withdrawal is possible only with the consent of GzF and with the payment of an amount equal to 50 percent of the anticipated stand rent as a lump sum compensation. The exhibitor shall be entitled to demonstrate that less or no damage is applicable.

Following registration deadline, the exhibitor may no longer withdraw or reduce the size of the stand area. An exhibitor that does not use the assigned stand area must pay the entire stand rent, unless it is possible to re-let the stand area. The same applies if the stand area has not been occupied by 18.00 h on Monday 23 September 2019. If the stand area is re-let, compensation for expenses amounting to 50 percent of the stand rent is payable.

A repositioning of an already contracted and accepted participant using the stand space that has become void does in no case constitute a renting out but only a swapping of stand space.

The exhibitor shall be entitled to demonstrate that less or no damage is applicable.

Applications for withdrawal must be submitted in writing.

### 12.2 Withdrawal by GzF

GzF shall be entitled to withdraw from the contract if insolvency proceedings regarding the exhibitor's assets are initiated. The exhibitor shall be obliged to inform GzF immediately in such case. In this case, GzF shall be entitled to compensation, the amount of which is to be calculated in accordance with the applicable regulations regarding withdrawal by the exhibitor.

## 13 Exhibitor directories

A basic entry in the official exhibition media (online exhibitor directory, programme brochure and information for visitors) is obligatory and included in the participation fee. The catalogue entry is made in accordance with the information available in the stand registration.

## 14 Exhibitor tickets

One free of charge exhibitor ticket including the Gala dinner cruise is available for each exhibitor regardless on the size of the exhibition area.

## 15 Exhibits and stand personnel

GzF is entitled to demand the removal of products that do not correspond to the registration or which, due to odour, noise or other emissions, considerably disturb the operation of the exhibition. No claims against GzF shall arise from the removal of products.

The exhibitor is obliged to keep the stand occupied during the opening hours. The stand must not be cleared before its official end.

Exhibitors shall be obliged to keep their stands staffed with personnel during the opening hours and must not vacate their stands before the official closing time.

## 16 Exhibitor services

Additional exhibitor services such as rental furniture etc. are available on the [www.introequipcon.com](http://www.introequipcon.com) website. GzF is only a facilitator for these services.

After the participation has been confirmed and exhibition space has been allotted, exhibitors will receive further information on the implementation of the exhibition. Consequences caused by a failure to observe the guidelines given in the before mentioned information material have to be borne exclusively by the exhibitor.

## 17 Stand boundaries

The assigned stand boundaries must be observed. Stand materials and exhibits must not be placed in the aisles. GzF reserves the right to have objects removed that exceed the authorised stand boundaries. Costs will be invoiced to the exhibitor.

## 18 Surveillance

GzF will arrange for the general security of the exhibition but does not accept liability for loss or damage.

These surveillance services begin at 07.00 h on Tuesday, 24 September 2019, and end at 19.00 h on Wednesday, 25 September 2019. Outside of these times, exhibitors have an increased duty to care for the safety of their own goods. GzF cannot guarantee the comprehensive surveillance of the exhibition premises at all times.

Exhibitors are responsible for the surveillance of their own exhibition stands and exhibits during set-up and dismantling, during the time of the exhibition and outside of the exhibition opening hours.

## 19 Permits/rights/trade protection

Exhibitors are responsible for complying with the applicable legal stipulations, and for ensuring that they are in possession of the necessary permits, rights and certificates required for their activities, offers, products and employees at the exhibition stand.

## 20 Reservations

GzF shall be entitled to postpone, shorten, prolong, cancel or close the event in whole or in part for good cause (e.g. force majeure). In such cases, exhibitors shall have no claim to damages.

In the case of complete or partial postponement or shortening of the event, the contract shall be deemed to be concluded for the altered duration. In the case of cancellation, fees will be set off against cost incurred and will be refunded after the deduction of expenditures.

## 21 Liability

GzF shall not assume liability for damage, theft or other loss of exhibits and stand equipment or for consequential damage unless in the case of intent or gross negligence.

## 22 Insurance

The insurance of exhibits for all risks involved in transport and during the event, particularly against damage, theft, and the like, is solely the responsibility of the exhibitor.

The exhibitor shall be liable for any and all damages to third parties caused by the exhibitor's participation in the exhibition, including damage to buildings and/or facilities on the premises.

GzF shall never be liable for damage to, theft of, or other forms of destruction of exhibits or stand materials, including consequential damages, unless in case of premeditation or gross negligence. By agreeing to these Terms and Conditions of Participation, the exhibitor expressly indemnifies GzF against any and all liability claims by third parties related to the subject matter.

Exhibitors are therefore strongly advised to take out adequate trade fair and/or exhibition insurance.

## 23 Protection against accidents

Exhibitors undertake to install protective devices on the exhibited machinery and equipment, in accordance with the accident

prevention regulations of the German employers' liability insurance association (Berufsgenossenschaft). If exhibitors fail to do this, GzF shall be entitled to forbid the operation of machinery and equipment, at its discretion.

## 24 Domiciliary rights

GzF shall exercise domiciliary rights for the duration of the event including set-up and dismantling times. The instructions of on-site employees must be followed.

## 25 Place of jurisdiction

The place of performance and place of jurisdiction for all respective obligations and in particular for enforcement proceedings shall be Frankfurt am Main, Germany. The respective rights and obligations arising from this contractual relationship are subject to the laws of the Federal Republic of Germany.

## 26 Severability clause

If a provision of this contract is or becomes invalid in whole or in part, the validity of the remaining provisions shall remain unaffected. The invalid or unenforceable provisions shall be replaced by provisions that correspond as closely as possible to the intended purpose of the invalid or unenforceable provisions.

Date: 12 July 2018