

Germany

Berlin

17-21 June 2019



SERVICE MANUAL FOR EXHIBITORS

-INDUSTRIAL EXHIBITION -



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Please forward this information to your stand builder in time and also take note of the respective <u>booking deadlines!</u>



WHERE – WHEN – WHO

Venue

CityCube Berlin
Messedamm 22
14055 Berlin
Germany
www.citycube-berlin.com

Set-Up

Sunday, 16 June 2019: 09:00-20:00 h Monday, 17 June 2019: 09:00-17:30 h

Opening hours

Monday, 17 June 2019: 18:00-22:00 h
Tuesday, 18 June 2019: 07:30-17:30 h
Wednesday, 19 June 2019: 07:00-17:00 h
Thursday, 20 June 2019: 07:00-17:30 h
Friday, 21 June 2019: 07:00-14:00 h

Dismantling

Friday, 21 June 2019: 14:00–22:00 h

Please send an email to <u>thomas.miltz@intercongress.de</u> regarding questions concerning a payable advanced set-up or prolonged dismantling.

In the interest of all exhibitors and congress participants it is prohibited to dismantle before Friday, 21 June 2019, 14:00 h! Early dismantling or partial broaching of the booths is not admissible and will be punished with a contractual penalty of 50% of the rental fee.

CONTACT

Congress Organisation



Intercongress GmbH Friedrichstr. 6 65185 Wiesbaden, Germany info.wiesbaden@intercongress.de www.intercongress.de

MESSE BERLIN

Welcome Cocktail: Monday, 17 June 2019 19:30 – 23:00 h

Hall B (Industrial exhibition)

Exhibition Management



Intercongress GmbH Thomas Miltz Tel. +49 611 97716-10 Fax +49 611 97716-16 thomas.miltz@intercongress.de

Exhibitor's Service Desk on-site in Berlin: phone: +49 30 3038-81200



EXHIBITION & AREA MAP

Location of exhibition spaces

Exhibition area: Exhibition ground: Hall B

Max. building height: 3,50 m
Flooring: concrete floor

Telephone for the

handicapped

(it is obligatory to lay own carpet!)

The latest list of stands are available on the congress-website: ifssh-ifsht2019.com

Suburban railway station

S5 Messe Süd

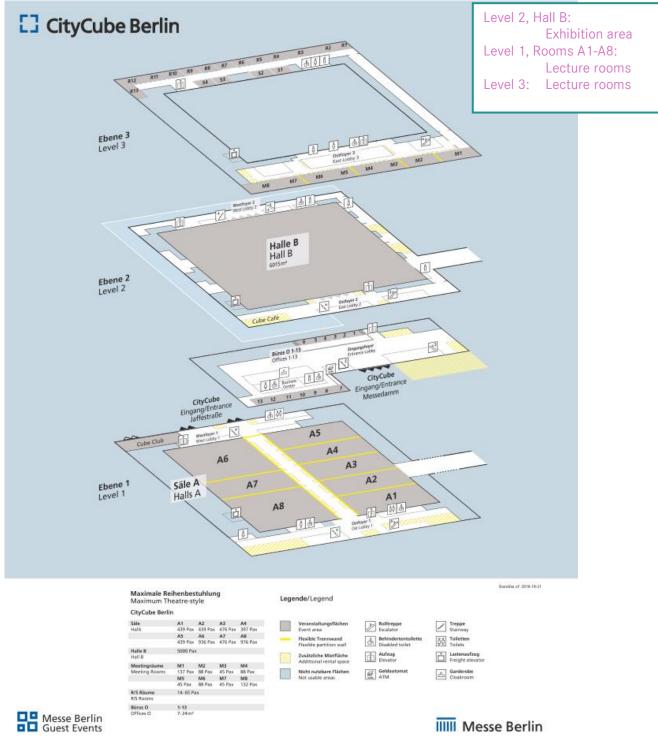




Car park

P18





All professional stand constructions have to follow the regulations of Messe Berlin. <u>Two-storeyed booths</u> are generally subject to authorization and need to be turned in for approval. Please send a description with a detailed plan at the latest 6 weeks prior to the congress to Messe Berlin (cf. Online Shop at: <u>Berlin-ExpoCenter-Online (BECO)-IFSSH/IFSHT2019.</u>





DEADLINE: 20 MAY 2019

PRIOR TO THE CONGRESS

STAND EQUIPMENT A-Z

BADGES FOR EXHIBITORS

The exhibitors's badges are valid to visit the exhibition and the scientific programme (CME credits are not included, for this reason please register regularly).

You will receive 1 exhibitors' badge per 3 sqm exhibition space free of charge.

If you require further exhibitor's badges for your stand personnel you can order them by using the booking form "Exhibitor's badges" enclosed and sending it to Intercongress. Please note, that **advanced reservations are only accepted up to 20 May 2019**. After this deadline, additional exhibitor's badges are still available on-site for a higher price of **EUR 100** per badge.

Booked exhibitor's badges will be available at the Exhibitor's Service Desk from 17 June 2019 in the entrance hall at the registration desk.

Due to reasons of safety there will be a <u>check point</u> within the CityCube. Therefore we ask you to order enough badges prior to the congress and to inform your staff.

Please notice that the exhibitor's badges are **not personalized** (only company name!) and that they are valid for the entire duration of the congress. Thus badges can be passed on when changing personnel. It's possible to store badges at the Exhibitor's Service Desk when you expect new booth staff.

BADGES FOR SET-UP & DISMANTLING

You will receive 1 badge for set-up and dismantling per 3 sqm exhibition space free of charge.

Please pick them up at the registration counter onsite in the entrance foyer when you arrive! Please forward this information to your stand builder if you have one.

Because of safety reasons it is absolutely essential to wear the badges at all times during set-up and dismantling. The guards at the trade fair grounds are entitled to ask you to show your badge at any given time.

CARPET / FLOORING

Please note, that it is obligatory to lay own flooring (e.g. carpet) during the IFSSH-IFSHT CONGRESS, as the halls in the CityCube are only laid out with

concrete floor.

Under all circumstances, the adhesive material used must be removed completely after the congress. Subsequent cost incurring through non-observance will be charged to the exhibitor. You can order carpet or other flooring directly at **Capital Services** through <u>Berlin-ExpoCenter-Online</u> (BECO)-IFSSH/IFSHT2019.

Please note, that it is obligatory to lay own flooring (e.g. carpet) during IFSSH-IFSHT CONGRESS.

DEADLINE: 20 MAY 2019





CATERING DEADLINE: 20 MAY 2019

You can order food and beverages for your exhibition stand at Capital Catering GmbH. For bookings, please use the following link to get to the **Online Shop**: Berlin-ExpoCenter-Online (BECO)-IFSSH/IFSHT2019

For Workshop Catering please contact: Capital Catering GmbH, Ms Friederike Kranz, +49 30 3038-3901, Kranz@capital-catering.de

<u>Attention:</u> A deposit of EUR 200 has to be paid every time when entering the trade fair grounds of Messe Berlin during set-up and dismantling.

ELECTRICITY DEADLINE: 20 MAY 2019

Electricity is not available free of charge at any place of the CityCube and has to be ordered separately at extra cost at Messe Berlin, if necessary. For bookings, please use the following link to get to the **Online Shop**: Berlin-ExpoCenter-Online (BECO)-IFSSH/IFSHT2019

Electricity is <u>not</u> available <u>free of charge</u> at any place of Messe Berlin.

DEADLINE: 20 MAY 2019

DEADLINE: 20 MAY 2019

FLOWER DECORATIONS

Please use the following link to get to the **Online Shop**: <u>Berlin-ExpoCenter-Online (BECO)-IFSSH/IFSHT2019</u> to order plants and other flower decoration.

FURNITURE DEADLINE: 20 MAY 2019

Rental furniture and additional stand equipment can be ordered via the **Online Shop**: Berlin-ExpoCenter-Online (BECO)-IFSSH/IFSHT2019

INTERNET / TELECOMMUNICATION

Phone-, Fax- and Internet connections can be ordered via the **Online Shop**: Berlin-ExpoCenter-Online (BECO)-IFSSH/IFSHT2019.

PERMISSIONS

The exhibitor himself is responsible for obtaining all necessary permissions concerning his work and his personnel and for ensuring all applicable regulations (also **GEMA**). Please use the following link to get to the **Online Shop**: Berlin-ExpoCenter-Online (BECO)-IFSSH/IFSHT2019, cf. "Permissions and Technical Guidelines".

PERMISSION FOR STAND CONSTRUCTION DEADLINE: IF NECESSARY UNTIL 6 MAY 2019

All professional stand constructions have to follow the regulations of Messe Berlin. **Please note the maximum height of 3,50 m. Two-storeyed booths** are generally subject to authorization and need to be turned in for approval. Please send description with a detailed plan **latest 6 weeks prior to the congress** using the following link to get to the **Online Shop**: <u>Berlin-ExpoCenter-Online (BECO)-IFSSH/IFSHT2019</u>





STAND CLEANING DEADLINE: 20 MAY 2019

A general cleaning of the corridors is included in the rental fee. **Individual stand cleaning** or waste disposal can be ordered separately – please use the following link to get to the **Online Shop**: <u>Berlin-ExpoCenter-Online</u> (BECO)-IFSSH/IFSHT2019

STAND CONSTRUCTION

All exhibition stands have to be build self-supporting. It is not allowed to fix objects to walls, columns and/or the flooring. The exhibitor himself is responsible for the safety of the booth and has to show evidence if requested.

It is prohibited to exceed the limitations of the assigned exhibition space. Neither lightning nor signage may protrude over the stand limitations. It is generally not allowed to paste walls, columns or other objects of the venue. The exhibitor is liable for any contravention causing damage.

Booth walls bordering on other booths have to be white and free of any advertisement above 2.50 m.

Max. Height: 3,50

Please contact **Capital Services** through https://www.mb-capital-services.de/en/DesignConstruction/IndividualStandConstruction/

for a professional stand construction.

STAND PERSONNEL DEADLINE: 20 MAY 2019

To hire hostesses, service employees or set-up and dismantling assistants please use the Online Shop: <u>Berlin-ExpoCenter-Online (BECO)-IFSSH/IFSHT2019</u> (cf. "Personnel, Stand Services, Catering, Insurance for Exhibits").

STAND SECURITY DEADLINE: 20 MAY 2019

Please notice that a general nocturnal supervision is only ensured by guards touring through the foyers/halls.

The exhibitor himself is responsible for an individual supervision and guarding of booth and exhibits if necessary. This also applies to stand construction and dismantling periods before and after the exhibition. It is therefore recommended not to leave valuable goods at the booth and to order a stand guard through the Online Shop: Berlin-ExpoCenter-Online (BECO)-IFSSH/IFSHT2019 (cf. "Personnel, Stand Services, Catering, Insurance for Exhibits").

TECHNICAL EQUIPMENT

Please book technical equipment directly through our partner **Estensis** (www.estensis.de). For your inquiries please send an e-mail directly to <u>rental@estensis.de</u>.

WATER INSTALLATION DEADLINE: 20 MAY 2019

Please use the Online Shop of Messe Berlin: Berlin-ExpoCenter-Online (BECO)-IFSSH/IFSHT2019





| CHECK LIST: STAND EQUIPMENT A-Z Overview of deadlines and contacts | | |
|--|---------------------------|-----------------------|
| ☐ Badges for exhibitors | 20 May 2019 | Intercongress |
| Badges for set-up and dismantling | | Intercongress |
| ☐ Carpet/flooring | 20 May 2019 | Messe Berlin |
| ☐ Catering | 20 May 2019 | Capital Catering GmbH |
| ☐ Electricity | 20 May 2019 | Messe Berlin |
| ☐ Flower decorations | 20 May 2019 | Messe Berlin |
| ☐ Furniture | 20 May 2019 | Messe Berlin |
| ☐ Internet/Telecommunication | 20 May 2019 | Messe Berlin |
| Permission for stand construction | 06 May 2019 (if required) | Messe Berlin |
| ☐ Stand cleaning | 20 May 2019 | Messe Berlin |
| Stand construction | 20 May 2019 | Messe Berlin |
| ☐ Stand personnel | 20 May 2019 | Messe Berlin |
| ☐ Stand security | 20 May 2019 | Messe Berlin |
| ☐ Technical equipment | | Estensis |
| ☐ Water installation | 20 May 2019 | Messe Berlin |
| | | |



DON'T FORGET

WASTE DISPOSAL

Each exhibitor is obliged to clean up his own waste during the time of the congress. Large amounts of left waste will be charged separately. Please avoid producing waste and therefore costs by taking your empty containers back with you.

In any case, please fill out the order form "Declaration of waste disposal" to Messe Berlin, c/o MB Capital Services. You find the order form in our Online Shop: <u>Berlin-ExpoCenter-Online (BECO)-IFSSH/IFSHT2019</u> (cf. "Personnel, Stand Services, Catering, Insurance for Exhibits").

If the order form is not returned, an additional fee can be charged for taking care of waste left behind after dismantling.

APPROACH TO THE VENUE

The CityCube is directly connected to the Airport Berlin-Tegel through a freeway and has its own S-Bahn station.

By car (use the following address)

- Messedamm 22, 14055 Berlin
- A green sticker for vehicles is required in the city of Berlin (low-emission zone)

<u>PARKING:</u> Payable car parking is available on "P14", directly in front of the main entrance. You can pay the parking fee directly on the parking space, it is € 7,50 per day. Please note that the amount of parking slots is very restricted and works after first come first serve (only for cars, no trucks).

Alternative you can book a payable parking spot for your car or truck on the fair on the premises of the trade fair centred at Messe Berlin (cf. Online Shop: Berlin-ExpoCenter-Online (BECO)-IFSSH/IFSHT2019..

Free truck parking is possible at car park "AVUS Nordkurve".

By public transport

- S-Bahn station "Messe Süd" (S5)
- Bus stop at Messedamm (Line 349, Jafféstraße)
- Schedules and rates: www.bvg.de

<u>Berlin Welcome Card:</u> unlimited access to public transport (S-Bahn, underground, bus, tram) within Berlin (tariff zone A and B) for 48 hours (EUR 20,00) or 72 hours (EUR 29,00). Tickets available at https://www.visitberlin.de/en/berlin-welcome-card.



DELIVERY

Please use gate 9, Messedamm.

And please order a fork lift in time from Schenker (cf. "Logistics" at the Online Shop: <u>Berlin-ExpoCenter-Online</u> (<u>BECO)-IFSSH/IFSHT2019</u> if necessary and bring along your own roll lifting cart or other means of transportation (wheels with rubber coating!).

Please note that Messe Berlin assumes no liability for deliveries. The exhibitor himself has to ensure that there is a person in charge at the booth to receive deliveries.

Please note that there is a **deposit of EUR 200** that has to be paid each time when entering the trade fair grounds of Messe Berlin (duration of stay: 2 – 4 hours, see Traffic Guide on page 19). Higher amounts can be charged depending on the size of the truck.

ATTENTION: The city's low-emission zone covers the delivery area of the trade fair grounds of Messe Berlin. Therefore, a **green sticker** for vehicles is needed for deliveries.

STORAGE

For the duration of the exhibition, empties and goods can be stored at the trade fair grounds via our external logistics partner Schenker. Please contact **Schenker Deutschland AG** for further information: phone: +49 30 301 2995 420, e-mail: fairs.berlin@dbschenker.com (cf. "Other/ Additional Services" at the **Online Shop**: Berlin-ExpoCenter-Online (BECO)-IFSSH/IFSHT2019.

ACCOMMODATION / HOTEL

Intercongress has reserved rooms in a number of hotels in Berlin. All of our hotels are well connected to the public transport – travel time to the congress site takes about 15-30 minutes. Please have a look at the congress homepage for further details: http://ifssh-ifsht2019.com/accommodation/. The deadline is 15 May 2019.

The Ritz Carlton Berlin is the official congress hotel of the congress.

Attention: We have made the arrangements with the hotels one year prior to the congress. Please compare the rates before making your reservation – better rates may be possible due to 'last minute- or internet-offers'.

Please note: Since 1 January 2014, the city of Berlin is raising an accommodation tax amounting to 5 % (also called "City Tax"). The tax is added to the room rate and will be collected directly by the hotel. Nights for professional reasons may be exempted from this requirement. For this purpose, the presentation of a documentary proof is needed, e.g. a confirmation from the employer, or in the case of self-employed a self-confirmation.

BERLIN NIGHT DEADLINE: 20 MAY 2019

Please have a look at http://ifssh-ifsht2019.com/events/ and book your ticket through the booking form on page 16.





| CHECK LIST: DON'T FORGET Overview of deadlines and contacts | | | | | |
|--|-------------------|----------------|--|--|--|
| ☐ Waste disposal | | Messe Berlin | | | |
| ☐ Storage | | Schenker | | | |
| ☐ Accomodation/Hotel | Various Deadlines | Various Hotels | | | |
| ☐ Berlin Night | 20 May 2019 | Intercongress | | | |
| Parking space for exhibitors and trucks | 20 May 2019 | Messe Berlin | | | |
| ☐ Shipping services | | Schenker | | | |

ON-SITE - DURING THE CONGRESS

EXHIBITOR'S BADGES DEADLINE: 20 MAY 2019

Your exhibitor's badges (free and paid) will be available at the **Exhibitor's Service Desk from Monday**, 17 June 2019 in the entrance hall at the registration desk. The exhibitor's badges are valid to visit the exhibition and the scientific programme (CME credits not included, for this reason please register regularly).

EXHIBITION SPACES

All exhibition spaces will be sized and marked with the respective stand number at the beginning of the set-up. If possible all **ordered power connections** will be provided at this time, too. **All ordered furniture** will be distributed on Monday, 17 June 2019.

At the end of the event, the exhibition space has to be handed over in the same condition it had been handed over to the exhibitor at the beginning of the exhibition.

LOADING AND UNLOADING

Please note that deliveries are restricted to the official set-up times, on Sunday, 16 June 2019 and Monday, 17 June 2019, see traffic guide on page 19.

Please use gate 9, Messedamm (see also page 11 "Delivery").

All vehicles are permitted to enter the loading zone in front of the exhibition halls only for loading and unloading during set-up and dismantling times! Please leave a mobile phone number behind the windshield during this time. After loading/unloading, vehicles have to be removed immediately to ensure a quick and smooth loading for all parties. If disregarded, Messe Berlin is legally responsible to tow away vehicles at the owner's expense.

Please bring along your own roll lifting cart or other means of transportation (wheels with rubber coating!), as there are none available at Messe Berlin.





DEADLINE: 20 MAY 2019

WASTE DISPOSAL

All exhibitors are asked to leave no packaging materials at the venue. For the disposal of stand building materials or larger amounts of waste during exhibition time you can engage **Messe Berlin**, c/o MB Capital Services GmbH (cf. "Personnel, Stand Services, Catering, Insurance for Exhibits" - **Online Shop**: <u>Berlin-ExpoCenter-Online</u> (BECO)-IFSSH/IFSHT2019.

STORAGE

It is strictly forbidden to store empties or other goods at booths or at other places within the congress and exhibition site. All empties produced must be moved out or into the storage area provided for this purpose by our external logistics partner Schenker immediately.

Please contact Schenker for the storage of goods and empties at the trade fair grounds: **Schenker Deutschland AG**, phone: +49 30 301 2995 420, e-mail: fairs.berlin@dbschenker.com (cf. "Other/ Additional Services" - **Online Shop**: Berlin-ExpoCenter-Online (BECO)-IFSSH/IFSHT2019.

PARKING SPACE FOR EXHIBITORS AND TRUCKS

Payable car parking is available on "P14", directly in front of the main entrance. You can pay the parking fee directly on the parking space, it is € 7,50 per day. Please note that the amount of parking slots is very restricted and works after first come first serve (only for cars, no trucks).

Alternative you can book a payable parking spot for your car or truck on the fair on the premises of the trade fair centred at Messe Berlin (cf. Online Shop: Berlin-ExpoCenter-Online (BECO)-IFSSH/IFSHT2019.

Free truck parking is possible at car park "AVUS Nordkurve".



AFTER THE CONGRESS

COLLECTION OF GOODS

The collection of your goods is possible during the official dismantling times. All goods have to be collected until Friday, 21 June 2019, 22:00 h at the latest.

The exhibitor himself is responsible to repack and label all outbound packages. Messe Berlin as well as the organiser cannot take care of the packaging. Neither the venue, nor the freight forwarding company nor the organiser assumes liability for any loss or damage of goods.

Messe Berlin doesn't have any storage area itself. Please contact Schenker to store goods at the trade fair grounds after the congress: Schenker Deutschland AG,

Make firm appointments

TIP:

delivery and collection of goods with your forwarding company to avoid that your booth and your exhibits are unattended.

phone: +49 30 301 2995 420, e-mail: fairs.berlin@dbschenker.com (cf. "Other/ Additional Services" -Online Shop: Berlin-ExpoCenter-Online (BECO)-IFSSH/IFSHT2019)

CONTACT DATA OF PARTICIPANTS

The provision of an attendance list or other participants (address) data isn't possible because of data protection laws. Nevertheless, the IFSSH-IFSHT CONGRESS offers the possibility to rent a barcode scanner in order to obtain this data by scanning the participant's badges yourself. For bookings and further information please see page 17+18.

This information is part of the contract and is accepted by signing the application form for exhibition stand or sponsoring.



LEGAL & FURTHER ADVICE

ACTIVITIES OUTSIDE YOUR OWN BOOTH

Activities outside the booths such as advertising or interviewing are not welcomed. Advertisement beyond the stand area is subject to authorisation and has to be ordered as extra advertising; costs from EUR 10.000 plus VAT per person / day will apply.

PRINT-OUTS

Please note that we are not able to print out data from USB sticks etc. at the registration counter due to security reasons as our on-site-system could be damaged by a virus or similar. If necessary, documents can be printed out in the Business Center of Messe Berlin, which is located on the entrance level of the City Cube.

CONDITIONS

See General Terms and Conditions of Business for the Rental of Exhibition Space of Intercongress GmbH (cf. appendix).

PERMISSIONS

The exhibitor himself is responsible for obtaining all necessary permissions concerning his work and his personnel and for ensuring all applicable regulations (also GEMA).

LIABILITY

The organiser assumes no liability neither for damages on goods and booth material nor on consequential damages. For theft, neither Intercongress GmbH, nor the organiser, nor Messe Berlin assumes liability.

CONGRESS LOGO

The use of the congress logo is only allowed for the purpose of inviting doctors to the congress. Other use is forbidden and will be subject to a penalty.

TAX REFUND

Companies, which do not have their head office in Germany and thus are not liable to tax on sales, have the possibility to claim back value added tax from the Bundeszentralamt für Steuern in Bonn. Please inform yourself as quickly as possible on the internet at: www.bzst.bund.de to retrieve paid taxes (ATTENTION: limited periods).

INSURANCE

It is recommended to the exhibitors to organise insurances for the stand and the exhibits.

Traffic Guide – IFSSH 2019



Important Information for Exhibitors, Standbuilders and commissioned suppliers

| | Setting-up | During to | | | |
|---|---|---|---|--|--|
| | 16.06. – 17.06.2019 | 18.06. – 21.06.2019 | 21.06.2019 Dismantling traffic | | |
| Cars and Vans Max. total weight 3,49 t | <u>16.06.19</u> 09:00 a.m. – 08:00 p.m. | Access only with parking ticket 18.06.19 delivery | access only with parking ticket until12:00 a.m. | | |
| 200 € Deposit With Trailer | 17.06.19 09:00 a.m. – 06:00 p.m. max. stay: 2 hours | 06:30 a.m. – 07:30 p.m. max. stay: 1 hour 19 21.06.19 delivery 06:00 a.m. – 07:00 a.m. | Dismantling traffic Entry from 02:00 p.m. – 10:00 p.m max. stay: 2 hours Deposit | | |
| extra 200 € Deposit | Deposit | max. stay: 1 hour Deposit | Deposit | | |
| Trucks With max. total weight of 3,5 t to 7,49 t 200€ Deposit With Trailer | 16.06.19 09:00 a.m. – 08:00 p.m. 17.06.19 09:00 a.m. – 06:00 p.m. max. stay: 3 hours | 18.06.19 delivery 06:30 a.m. – 07:30 p.m. max. stay: 1 hour 19. – 21.06.19 delivery 06:00 a.m. – 07:00 a.m. | Dismantling traffic Entry from 02:00 p.m. – 10:00 p.m max. stay: 3 hours Deposit | | |
| extra 200 € Deposit | Deposit | max. stay: 1 hour Deposit | | | |
| Trucks Total weight over 7,5 t 200 € Deposit With Trailer | 16.06.19 09:00 a.m. – 08:00 p.m. 17.06.19 09:00 a.m. – 06:00 p.m. max. stay: 4 hours | No entry | Dismantling traffic Entry from 02:00 p.m. – 10:00 p.m max. stay: 4 hours Deposit | | |
| extra 200 € Deposit | Deposit | | | | |
| Deposit regulation | The deposit per each car and per each trailer is: 200,00 €. Please make sure you have the exact amount. Please note the exit times listed on your deposit receipt. Failure to observe the access times will result in forfeiture of the deposit. | | | | |
| | Cash only. No acceptance of 500,00€ bank notes | | | | |
| Entrance Gate | Entrance Gate 9 (Messedamm) access to hall B CityCube Berlin | | | | |
| Advices | Unauthorized parked vehicles or loading units will be towed away. Long term parking for trucks (free of charge) is available at AVUS-Nordkurve (P12). During construction and dismantling is also available at AVUS-Nordkurve (P12) | | | | |



General Terms and Conditions of Business for the Rental of Exhibition Space

- Contracting parties to the rental agreement shall be the Organiser and the Exhibitor. The Organiser will be published in the printed material of the event. In case Intercongress GmbH is not the Organiser of the event, the Organiser shall be represented by Intercongress GmbH, Friedrichstr. 6, 65185 Wiesbaden, Germany (hereinafter "IC") for the purposes of concluding and amending the agreement and exercising dispositive rights as well as performance under the agreement.
- Services on the part of the Exhibitor shall be rendered exclusively on the basis of these Genera Terms and Conditions of Business. They shall also apply to the participation of the Exhibitor in future events arranged by the Organiser provided that the latter is represented by IC in this regard. Any Terms and Conditions of the Exhibitor which shall deviate from or conflict with these Terms and Conditions of Business shall not be accepted, not even in the event of the Organiser performing his services without further reservations.

Quotation and conclusion of contract

- Quotations made in prospectuses, advertisements etc. shall be subject to change without notice and without obligation, also with regard to price details. Submission of the completed stand application form shall represent an offer to contract on the part of the Exhibitor. The Exhibitor shall be bound to this offer until four weeks after the deadline of receipt stated on the application form. In case this deadline has already expired, he shall be bound to his offer for four weeks. In the case of a businessman, the contents of the stand confirmation shall be binding for the agreement, even if these differ from the contents of the application and the Exhibitor does not object to the amendment within 14 days.
- The agreement shall also include the house rules, the product classification as well as the organizational and technical provisions of the event location which shall be forwarded to the Exhibitor prior to the event.

Authorization to exhibit

- IC shall decide upon consultation with the Organiser on the authorization of an Exhibitor. A right to be authorized shall not exist.
- The event is primarily open to manufacturing companies. Distributors and importers may not be authorized as Exhibitors unless they are able to produce evidence of having exclusive sales rights for the Federal Republic of Germany. In each case, only one stand may be rented for the same products of one manufacturer and used for the agreement. In case that the Exhibitor has not fulfilled these prerequisites, the Organizer may rescind the Agreement.
- The Exhibitor shall only be permitted to use the stand himself. Assignment of the entire stand or the part thereof to other companies shall require the consent of the Organisers. The latter may increase the price (Clause 6). The Co-Exhibitors shall be joint and each liable for all contractual obligations.

Allocation of exhibition space

- Exhibition space shall be allocated according to the order of receipt of applications. The date of receipt by IC shall be decisive.
- Notwithstanding the stand confirmation, IC shall reserve the right to subsequently allocate a differently positioned stand to the Exhibitor, alter the area of his exhibition space, relocate or close entrances and exits to the exhibition site or to the halls, provided that, taking into consideration the interests of the Organiser, such alteration shall be fair and reasonable for the Exhibitor. Should adherence to the stand confirmation present an unreasonable degree of hardship for the Organiser, yet such alteration be unacceptable to the Exhibitor, the former may rescind the agreement.

Stand construction and design

- The construction and design of the stand must comply both with the general rules on competition and regulative law and with the technical safety regulations. Visual or acoustic disturbance of adjacent areas must be avoided
- 5.2. The stands must be manned during opening times and equipped with exhibits
- Only objects which correspond to the exhibition programme, have been registered and are brand-new may be exhibited. Other objects may not be exhibited unless this shall be absolutely necessary for the presentation or functioning of the permitted exhibits
- The sale of exhibits including exhibition samples, software and specialist literature to private persons outside the legal opening hours for retail shops is prohibited; moreover, the regulations regarding the quotation of prices order are to be observed
- The Organiser shall be entitled to remove exhibits or have them removed from the stand at the expense of the Exhibitor, should their exhibition be prohibited and the Exhibitor not immediately remove them upon the request of the Organiser. Should removal of the object not be possible or not adequate to establish an acceptable state, the Organiser may terminate the ement with immediate effect.

Prices

- The prices quoted shall apply to each square meter of stand area or part thereof plus the statutory value added tax applicable at any given time. There shall be no deductions for hall supports. The prices quoted represent all assembly days including days for set-up and
- Additional charges for electricity, furniture, flowers, decorations etc. shall be invoiced separately. Various surcharges for Co-Exhibitors shall apply.

Terms and conditions of payment

- The stand rental fee shall be payable net, plus an appropriate advance payment towards additional charges to be determined by the Organiser and plus value added tax, upon registration and issue of an invoice by IC. Payments shall be remitted to a separate account only which shall be advised. All bank fees have to be paid by the sender.
- In the event of default on the part of the Exhibitor, the Organiser may charge interest payable on arrears at the rate of 5 % p.a. above the basic interest rate in force at the time of default. So for as only businessmen are involved in the legal transaction, interest payable on arrears will be at 8 % p.a. above the basic interest rate in force at the time of default. Should the Organiser be in a position to substantiate that greater damages have been caused by default, a claim may be made for this amount. The Exhibitor is, however, entitled to prove that damages resulting from default have not occurred or only to a lesser degree. If the Exhibitor is a businessman, he shall be obliged to pay the interest stated in the first sentence of this subclause within two weeks of dispatch of the invoice without a reminder being necessary

- With respect to the marketing of those items for which he shall possess a hirer's lien, the Organiser shall be unrestricted; to the extent that statutory provisions are permissible, these shall be eliminated by this agreement.
- The Exhibitor may only set off against amounts due to the Organiser from the rental agreement such claims and only exercise a right of retention in relation to such claims as are either undisputed or legally effective.

Legal consequences if the event is cancelled or rescheduled

- Should an event be cancelled, cut short or rescheduled to a new date due to force majeure or for good reason, IC is obliged to inform the Exhibitor immediately
- The Exhibitor has the right to withdraw from the contract within two weeks of receiving this notification. If the Exhibitor does not exercise this right, the contract will be continued under the changed conditions conveyed.
- 8.3 If an event is cancelled or in case of rescission by the Exhibitor any payments the Exhibitor has made in advance are reimbursed provided they cannot be offset against the claim for partial services rendered. The Organiser is not liable for any damages arising from the cancellation, shortening or rescheduling of an event.

Premature termination of contract and restitution of benefits

- Each contractual party is entitled to terminate the contract for good reason without notice. Good reason is present in particular, if
 - a) the other contractual party culpably breaches the essential contractual obligations incumbent upon them and the breach is not remedied within a reasonable period of time despite a warning. A previous warning is not required if it has no purpose or the contractual party entitled to the termination is not reasonable;
 - b) the other contractual party culpably breaches legal provisions which are directly or indirectly significant in order to execute this contract. The contractual parties agree that
 - sufficient suspicion of a culpable breach constitutes sufficient good reason; c) the request for the opening of an insolvency procedure on the assets of one of the contractual parties is made:
- 9.2 Termination must be made in writing.
- If a contractual party is responsible for termination without notice for good reason, it is obliged to make restitution for the services received from the other contractual party. It is not, however, entitled to reclaim the services it provided. If the contractual party obliged to make restitution is unable to do so due to the nature of the service(s) obtained or for any other reason, it must reimburse the market-standard value of the services received. The contractual party entitled to termination without notice retains the right to claim for further damages

DamagesShould the Organiser or IC withdraw from the contract for a reason for which the Exhibitor is responsible, the Exhibitor is obliged to pay damages.

Payment for damages is flat-rate and determined as follows

- Should the withdrawal take place at least six months before the event is set up, 25% of the agreed exhibition fee is due.

 - Should the withdrawal take place within six months before the event is set up, 50% of
- the agreed exhibition fee is due
- Should the withdrawal take place within two months before the event is set up, 100% of the agreed exhibition fee plus extra costs exempting electricity is due. Should the actual damages incurred be higher, the Organiser may claim for higher damages. Should the Exhibitor prove that the damages are lower than the flat-rate
- amounts, he is to pay an accordingly reduced amount.

Limitation of liability

- Limitation of liability
 Claims for damages from positive breach of obligation, negligence in contracting and tort
 are excluded as long as the Organiser, his legal representative or his vicarious agents
 have not acted with intent or gross negligence and as long as there is no violation of
 essential contractual obligations. Claims for damages due to impossibility of
 performance and delay in the event of slight negligence are limited to the reimbursement
 of the foreseeable damages. Liability for such damage and bodily harm is also excluded
 unless the Organiser is equity of intent or gross negligence. unless the Organiser is guilty of intent or gross negligence.
- Claims for damages brought against the Organiser due to breach of contractual or quasicontractual obligations and in tort must be enforced through court proceedings within the exclusion period of six months. The exclusion period begins from the point of notification, this however being from the end of the event at the latest. The exclusion period does not apply for claims for damages due to deliberate breach of duty or law.

Final provisions

- All declarations made in connection with this agreement must be submitted in writing.
- Should any provision of these Terms and Conditions of Business or other agreements between the parties be or become void, this shall not affect the validity of the remaining provisions. It is agreed that instead of the invalid provision a valid condition shall be accepted which comes nearest to the intended economic purpose.
- 12.3. German Law shall apply to this agreement.
- 12.4. Should the Exhibitor be a businessman or not have any place of general jurisdiction within the Federal Republic of Germany, the place of jurisdiction shall be Freiburg, Germany. In addition, the Organiser and IC shall also be entitled to institute legal proceedings against the Exhibitor at his place of general jurisdiction or at any particular place of jurisdiction which may already exist.

Intercongress GmbH, 2018



General Terms and Conditions for Marketing Services and Support Services (sponsoring) for Events

Preamble

- The company Intercongress GmbH organises events in its own name and on behalf of congresses and conferences etc. The Organiser will be published in the printed material of the event. In case Intercongress GmbH is not the Organiser of the event, the Organiser shall be represented by Intercongress GmbH, Friedrichstr. 6, 65185 Wiesbaden, Germany (hereinafter "IC") for the purposes of concluding and amending the agreement and exercising dispositive rights as well as performance under the agreement.
- Sponsor services shall be rendered exclusively on the basis of these General Terms and Conditions of Business. They shall also apply for the participation of the sponsor in future events by the Organiser if it is also represented by IC in this regard. The conditions of the supporting company which deviate from these terms and conditions or which contradict them shall not be accepted, not even if the Organiser performs his services without further
- The house rules, index of goods and the organisational and technical regulations of the event location are also part of the contract.

- The Organiser is the holder of rights to the event. The sponsor is interested in granting advertising possibilities for this event. IC shall make a decision (after discussion with the Organiser where necessary) on the approval of a sponsor. There is no entitlement to approval.
- The event is primarily open to manufacturing companies. Distributors and importers may not be authorized as Sponsors unless they are able to produce evidence of having exclusive sales rights for the Federal Republic of Germany. In case that the Client has not fulfilled these prerequisites, the Organizer may rescind the Agreement.

The marketing or support service must comply with general regulations, in particular competition law and good practices. There may not be any visual irritations, acoustic irritations or traffic obstructions. The sponsor alone is legally responsible for this.

Cash payments

a) Should the sponsor have undertaken to pay the Organiser a one-time monetary amount plus any VAT accrued, this payment is due upon IC issuing an invoice with a deadline for payment. The payment must be made solely to the special account indicated on the invoice.

b) The Organiser is entitled to default interest on the amount due in each case in the amount of 8% over the respective basic interest rate in the event of payment default. The assertion of further damage is not hereby excluded.

c) The sponsor may only offset such claims against the claims of the Organiser from the contract and may only assert a right of retention with regard to such claims that have neither been established to be uncontested nor been confirmed by a court of law.

Benefits in kind

- a) Should the sponsor have undertaken to provide the event with advertising, this must be delivered by the sponsor at his own expense to the place of the event unless otherwise
- determined. The sponsor is responsible for the timely provision of the materials promised.
 b) The Organiser and IC are not obliged to take precautions against the loss or damage of goods submitted by the Client.
- c) The agreed advertising fee is due for payment within the period set in the invoice.

a) If the sponsor has undertaken to provide the visitors with food and drink, he is obliged to provide evidence of the organisation and execution thereof upon the request of IC as stipulated in the contract. IC can demand the submission of the order and order confirmation. The same applies if the sponsor has assumed travel/accommodation costs, the conference fee and, where necessary, a fee for the speakers/participants as well as costs for transport including costs for appropriate transport insurance.
b) The sponsor is responsible for the proper function, safe use and roadworthy installation of

the technical equipment he provides for the event. The sponsor shall ensure the timely delivery and installation of the equipment and is responsible for their operational capability throughout

- If the sponsor has commissioned third parties with the duties entrusted to him, he is liable for 3.5. the third parties carrying out the duties in compliance with the contract.
- Both the sponsor and the Organiser will mutually and directly inform each other of all 3.6. circumstances which could be important for the execution of this contract.
- The realisation of the communicative goals pursued by the sponsor by entering into this contract has no influence on the Organiser's claim to remuneration unless it has culpably hindered or impeded their achievement through the violation of essential contractual obligations or through gross negligence.
- The rights and obligations as well as any claims from this contract are only transferable upon prior written consent from the other Party or the respective debtor of the claims. 3.8

- 4.1. For marketing services, the current price list for each event applies exclusively.
- Any costs incurred by cooperation partners are forwarded by IC in their full amount to the

Legal consequences if the event is cancelled or rescheduled

- Should the event not take place from the very beginning due to force majeure, no service must
- Should an event be cancelled, cut short or rescheduled to a new date due to force majeure or for good reason, IC is obliged to inform the sponsor immediately. The sponsor has the right to withdraw from the contract within two weeks of receiving this notification. Any payments the sponsor made in advance are reimbursed provided they cannot be offset against the claim for partial services rendered.

Premature termination of contract and restitution of benefits

- Each contractual party is entitled to terminate the contract for good reason without notice. Good reason is present in particular, if
 - a) the other contractual party culpably breaches the essential contractual obligations incumbent upon them and the breach is not remedied within a reasonable period of time despite a warning. A previous warning is not required if it has no purpose or the contractual party entitled to the termination is not reasonable;
 - b) the other contractual party culpably breaches legal provisions which are directly or indirectly significant in order to execute this contract. The contractual parties agree that sufficient suspicion of a culpable breach constitutes sufficient good reason
 - c) the request for the opening of an insolvency procedure on the assets of one of the contractual parties is made;
- Moreover, the sponsor is in particular entitled to a right to terminate the contract without notice for good reason if the Organiser's essential advertising service provided for in the contract is prohibited after the decision by an arbitrating authority or a court or proves itself to be inadmissible due to legal regulations or professional law. In this case, the sponsor is however not entitled to a claim for restitution against the Organiser.
- 63 Termination must be made in writing.
- If a contractual party is responsible for termination without notice for good reason, it is obliged to make restitution for the services received from the other contractual party. It is not, however, entitled to reclaim the services it provided. If the contractual party obliged to make restitution is unable to do so due to the nature of the service(s) obtained or for any other reason, it must reimburse the market-standard value of the services received. The contractual party entitled to termination without notice retains the right to claim for further damages

Damages

Should the Organiser or IC withdraw from the contract for a reason for which the sponsor is responsible, the sponsor is obliged to pay damages.

Payment for damages is flat-rate and determined as follows

- a) For benefits in kind with advertising effect
 Should the withdrawal take place at least six months before the event is set up, 25% of the agreed fee and the value of the benefits in kind is due.
- Should the withdrawal take place within six months before the event is set up, 50% of the agreed fee and the value of the benefits in kind is due.
 Should the withdrawal take place within three months before the event is set up, 100%
- Should the withdrawait take piace within three months before the event is set up, 100% of the agreed fee and the value of the benefits in kind is due.

 Should the actual damages incurred be higher, the Organiser may claim for higher damages. Should the sponsor prove that the damages are lower than the flat-rate amounts, he is to pay an accordingly reduced amount.
- b) For special benefits in kind and services, damages are calculated according to the actual costs incurred for procuring the replacement which is to be organised, compensation and the organisational effort incurred.

- Claims for damages from positive breach of obligation, negligence in contracting and tort Claims for damages from positive breach or obligation, negligence in contracting and tort are excluded as long as the Organiser, his legal representative or his vicarious agents have not acted with intent or gross negligence and as long as there is no violation of essential contractual obligations. Claims for damages due to impossibility of performance and delay in the event of slight negligence are limited to the reimbursement of the foreseeable damages. Liability for such damage and bodily harm is also excluded unless the Organiser is guilty of intent or gross negligence
- Claims for damages brought against the Organiser due to breach of contractual or quasi-contractual obligations and in tort must be enforced through court proceedings within the exclusion period of six months. The exclusion period begins from the point of notification, this however being from the end of the event at the latest. The exclusion period does not apply for claims for damages due to deliberate breach of duty or law.

- 9.1. Declarations which have been made with reference to this contract must be made in writing and are only applicable if they have been confirmed in writing by IC or the Organiser
- Should a provision of these Terms and Conditions or of the other agreements between the Parties be or become ineffective, the effectiveness of the other provisions remain unaffected. In place of the ineffective provision, an effective condition is deemed as agreed which comes closest to the intended economic purpose.
- German Law shall apply to this agreement
- Should the Client be a businessman or not have any place of general jurisdiction within the Federal Republic of Germany, the place of jurisdiction shall be Freiburg, Germany. In addition, the Organiser and IC shall also be entitled to institute legal proceedings against the Client at his place of general jurisdiction or at any particular place of jurisdiction which may already exist.

Intercongress GmbH 2018



General Terms and Conditions of Business for Advertisements

Preamble

- Intercongress GmbH (hereinafter "IC") arranges for the contracting party (hereinafter "Client") the possibility to advertise in printed matter and/or on websites of a congress organiser in terms of buttons banners, hyperlinks, etc. to be published on the internet. Contracting parties to the agreement shall be the Organiser of the congress (hereinafter "Organiser") and the Client. The Organiser will be published in the printed material of the event. In case IC is not the Organiser of the event, the Organiser shall be represented by Intercongress GmbH, Friedrichstr. 6, 65185 Wiesbaden, Germany for the purposes of concluding and amending the agreement and exercising dispositive rights as well as performance under the agreement.
- Services on the part of IC shall be rendered exclusively on the basis of these General Terms and Conditions of Business for Advertisements on websites and in printed material. Any terms and conditions of 1.2. the Client which shall deviate from or conflict with these Terms and Conditions of Business shall not be accepted.

2. Quotation and conclusion of contract

Advertising orders must be submitted in writing or electronic format. Oral agreements are not legally binding.

Authorization of advertisement 3.

Due to content, origin or technical format. IC shall reserve the right to decline advertising orders according to standardised, factually justified principles. A right to be authorized shall not exist.

4. Design of advertisement

The advertisement must comply both with the general rules on competition and morality. The Client carries the legal accountability.

- 5.1. For the advertisement order, the current price list for each event applies exclusively.
- 5.2 Possibly arising expenses of production partners will be passed on in full amount to the Client by IC.

Terms and conditions of payment

- The fees shall be payable net plus value added tax upon registration and issue of an invoice by IC. Payments shall be remitted to a separate account only, which shall be advised separately. All bank fees have to be paid by the sender.
- In the event of default on the part of the Client, the Organiser may charge interest payable on arrears at the rate of 5 % p.a. above the basic interest rate in force at the time of default. So far as only businessmen are involved in the legal transaction, interest payable on arrears will be at 8 % p.a. above the basic interest rate in force at the time of default. If IC is in the position to prove a higher damage caused by delay, it may claim these. The Client is, however, entitled to prove that no or a minor damage has been caused by the delay. If the Client is a businessman, he shall be obliged to pay the interest stated in the first sentence of this sub-clause within two weeks of dispatch of the invoice without a reminder being necessary.
- The Client may only set off against amounts due to IC according to the advertisement contract such claims and only exercise a right of retention in relation to such claims as are either undisputed or legally

Default and limitation of liability

- In case of force majeure or other reasons beyond the control of IC (e.g. blackout/disruption of the communications network, computer breakdown of a third party, breakdown of the AdServer not longer than 24 hours) IC assumes no liability for the publication of the advertisement.
- due to reasons beyond the control of IC the event cannot take place or must be cut short, there is no claim for reimbursement or the compensation of other (economic) loss
- Claims for damages from positive breach of obligation, negligence in contracting and tort are excluded as long as the Organiser, his legal representative or his vicarious agents have not acted with intent or gross negligence and as long as there is no violation of essential contractual obligations. Claims for damages due to impossibility of performance and delay in the event of slight negligence are limited to the reimbursement of the foreseeable damages. Liability for such damage and bodily harm is also excluded unless the Organiser is guilty of intent or gross negligence.
- Claims for damages brought against the Organiser due to breach of contractual or quasi-contractual obligations and in tort must be enforced through court proceedings within the exclusion period of six months. The exclusion period begins from the point of notification, this however being from the end of the event at the latest. The exclusion period does not apply for claims for damages due to deliberate breach of duty or law

Premature termination of contract and restitution of benefits

- Each contractual party is entitled to terminate the contract for good reason without notice. Good reason is present in particular, if
 - a) the other contractual party culpably breaches the essential contractual obligations incumbent upon them and the breach is not remedied within a reasonable period of time despite a warning. A previous warning is not required if it has no purpose or the contractual party entitled to the termination is not reasonable;
 - b) the other contractual party culpably breaches legal provisions which are directly or indirectly significant in order to execute this contract. The contractual parties agree that sufficient suspicion of a culpable breach constitutes sufficient good reason;
 c) the request for the opening of an insolvency procedure on the assets of one of the contractual parties is made.
- Termination must be made in writing.
- If a contractual party is responsible for termination without notice for good reason, it is obliged to make restitution for the services received from the other contractual party. It is not, however, entitled to reclaim the services it provided. If the contractual party obliged to make restitution is unable to do so due to the nature of the service(s) obtained or for any other reason, it must reimburse the marketstandard value of the services received. The contractual party entitled to termination without notice retains the right to claim for further damages.

Composition of damages

- Should the Client rescind the agreement without due justification or should IC rescind the agreement for reasons to be found in the person of the Client, IC may calculate a lump sum for damages incurred as a result of the rescission and invoice the Client accordingly. The lump sum shall amount to
 - 100 % of the total fee according to the available current price list in case of rescission within two months prior to the publication of the advertisement, 50 % of the total fee according to the available current price list in case of rescission within six months prior to the publication of the advertisement,

 - 25 % of the total fee according to the available current price list in case of rescission at any previous date.
- Should the damages actually incurred be greater, IC may claim for the greater amount. Should the Client prove that the damages are less than the lump sums, a correspondingly reduced amount shall be 9.2.
- 9.3. In case of contributions in kind/countertrades the actually arising costs for procuring a replacement will be used as calculation basis.

10. Final provisions

- All declarations made in connection with this agreement must be submitted in writing or electronic written format and will be in force when confirmed in writing by IC or the Client.
- 10.2. Should any provision of these Terms and Conditions of Business or other agreements between the parties be or become void, this shall not affect the validity of the remaining provisions. It is agreed that nstead of the invalid provision a valid condition shall be accepted which comes nearest to the intended economic purpose.
- 10.3. German Law shall apply to all contracts between IC and the Client.
- Should the Client be a businessman or not have any place of general jurisdiction within the Federal Republic of Germany, the place of jurisdiction shall be Freiburg, Germany. IC and the Organiser represented by IC shall also be entitled to institute legal proceedings against third parties at their place of general jurisdiction or at any particular place of jurisdiction which may already exist.



General Terms and Conditions of Business for Accompanying Functions (Workshops)

Preamble

- Contracting parties to the rental agreement shall be the Organiser of the congress (hereinafter "Organiser) and the Organiser of the accompanying function (hereinafter "Client"). The Organiser will be published in the printed material of the event. In case Intercongress GmbH is not the Organiser of the event, the Organiser shall be represented by Intercongress GmbH, Friedrichstr. 6, 65185 Wiesbaden, Germany (hereinafter "IC") for the purposes of concluding and amending the agreement and exercising dispositive rights as well as performance under
- Services on the part of the Client shall be rendered exclusively on the basis of these General erms and Conditions of Business. They shall also apply to the participation of the Client in future events arranged by the Organiser provided that the latter is represented by IC in this regard. Any Terms and Conditions of the Client which shall deviate from or conflict with these Terms and Conditions of Business shall not be accepted, not even in the event of the Organiser performing his services without further reservations

Quotation and conclusion of contract

- Quotations made in prospectuses, advertisements etc. shall be subject to change without notice and without obligation, also with regard to price details. Submission of the completed application form shall represent an offer to contract on the part of the Client. The Client shall be bound to this offer until four weeks after the deadline of receipt stated on the application form. In case this deadline has already expired, he shall be bound to his offer for four weeks. In the case of a businessman, the contents of the confirmation of the accompanying function shall be binding for the agreement, even if these differ from the contents of the application and the Client does not object to the amendment within 14 days.
- The agreement shall also include the house rules, the product classification and index of goods as well as the organisational and technical provisions of the event location which shall be forwarded to the Client prior to the event.

Authorization to realize accompanying functions

- IC shall decide upon consultation with the Organiser on the authorization of a Client. A right to be authorized shall not exist.
- The event shall in the first instance be open to manufacturing companies. Distributors and 3.2 importers may not be authorized as Clients unless they are able to produce evidence of having exclusive sales rights for the Federal Republic of Germany. In case that the Client has not fulfilled these prerequisites, the Organiser may rescind the agreement.
- The Client shall only be permitted to use the room for the accompanying function himself. Assignment of the entire room or part thereof to other companies shall require the consent of the Organisers. The latter may increase the price (Clause 6). The Co-Clients shall be joint and each liable for all contractual obligations.

Allocation of Rooms

- Rooms shall be allocated according to the order of receipt of applications. The date of receipt by IC shall be decisive.
- Notwithstanding the confirmation, IC shall reserve the right to subsequently allocate a differently positioned or sized room to the Client, relocate or close entrances and exits to the convention site or to the halls, provided that, taking into consideration the interests of the Organiser, such alteration shall be fair and reasonable for the Client. Should adherence to the confirmation present an unreasonable degree of hardship for the Organiser, yet such alteration be unacceptable to the Client, the former may rescind the agreement.

Design of the accompanying function

- The accompanying function must comply both with the general rules on competition and regulative law and with the technical safety regulations. Visual or acoustic disturbance of adjacent areas must be avoided.
- Only objects which correspond to the programme of the function, have been registered and are brand-new may be exhibited. Other objects may not be exhibited unless this shall be absolutely necessary for the presentation or functioning of the permitted exhibits.
- The Organiser or IC shall be entitled to remove exhibits or have them removed from the room at the expense of the Client, should their exhibition be prohibited and the Client not immediately remove them upon the request of the Organiser. Should removal of the object not be possible or not adequate to establish an acceptable state, the Organiser may terminate the agreement with immediate effect.

- The prices quoted shall apply to one accompanying function plus the statutory value added tax applicable at any given time. The prices quoted apply to the entire duration of the accompanying function including set-up and dismantling time.
- Additional charges for electricity, technical equipment, furniture, flowers, decorations etc. shall be invoiced separately. Various surcharges for Co-Clients shall apply.
- Clients who have not rented an exhibition area will be charged an additional fee for the use of the advertising platform which is advertised in the prospectus of the congress.

Terms and conditions of payment

- The fee for the accompanying function shall be payable net plus value added tax upon registration and issue of an invoice by IC. Payments shall be remitted to a separate account only which shall be advised. All bank fees have to be paid by the sender
- In the event of default on the part of the Client, IC may charge interest payable on arrears at the rate of 5 % p.a. above the basic interest rate in force at the time of default. So far as only businessmen are involved in the legal transaction, interest payable on arrears will be at 8 % p.a. above the basic interest rate in force at the time of default. Should IC be in a position to substantiate that greater damages have been caused by default, a claim may be made for this amount. The Client is, however, entitled to prove that damages resulting from default have not occurred or only to a lesser degree. If the Client is a businessman, he shall be obliged to pay the interest stated in the first sentence of this subclause within two weeks of dispatch of the invoice without a reminder being necessary

- With respect to the marketing of those items for which he shall possess a hirer's lien, IC shall be unrestricted; to the extent that statutory provisions are permissible, these shall be eliminated by this agreement.
- The Client may only set off against amounts due to IC from the rental agreement such claims and only exercise a right of retention in relation to such claims as are either undisputed or legally effective.

Legal consequences if the event is cancelled or rescheduled

- 8.1. Should an event be cancelled, cut short or rescheduled to a new date due to force majeure or for good reason, IC is obliged to inform the Client immediately
- The Client has the right to withdraw from the contract within two weeks of receiving this notification. If the Client does not exercise this right, the contract will be continued under the changed conditions conveyed.
- If an event is cancelled or in case of rescission by the Client any payments the Client has 8.3 made in advance are reimbursed provided they cannot be offset against the claim for partial services rendered. The Organiser is not liable for any damages arising from the cancellation, shortening or rescheduling of an event.

Premature termination of contract and restitution of benefits

- Each contractual party is entitled to terminate the contract for good reason without notice. Good reason is present in particular, if
 - a) the other contractual party culpably breaches the essential contractual obligations incumbent upon them and the breach is not remedied within a reasonable period of time despite a warning. A previous warning is not required if it has no purpose or the contractual party entitled to the termination is not reasonable;
 - b) the other contractual party culpably breaches legal provisions which are directly or indirectly significant in order to execute this contract. The contractual parties agree that sufficient suspicion of a culpable breach constitutes sufficient good reason; c) the request for the opening of an insolvency procedure on the assets of one of the
 - contractual parties is made:
- 9.2 Termination must be made in writing.
- If a contractual party is responsible for termination without notice for good reason, it is obliged to make restitution for the services received from the other contractual party. It is not, however, entitled to reclaim the services it provided. If the contractual party obliged to make restitution is unable to do so due to the nature of the service(s) obtained or for any other reason, it must reimburse the market-standard value of the services received. The contractual party entitled to termination without notice retains the right to claim for further damages

Damages

Should the Organiser or IC withdraw from the contract for a reason for which the Client is responsible, the Client is obliged to pay damages.

Payment for damages is flat-rate and determined as follows:

- Should the withdrawal take place at least six months before the event is set up, 25% of the agreed fee is due.
- Should the withdrawal take place within six months before the event is set up, 50% of
- the agreed fee is due.
 Should the withdrawal take place within three months before the event is set up, 100% of the agreed fee plus extra costs exempting electricity is due.
- Should the actual damages incurred be higher, the Organiser may claim for higher damages. Should the Client prove that the damages are lower than the flat-rate amounts, he is to pay an accordingly reduced amount.

Limitation of liability

- Limitation of liability
 Claims for damages from positive breach of obligation, negligence in contracting and tort
 are excluded as long as the Organiser, his legal representative or his vicarious agents
 have not acted with intent or gross negligence and as long as there is no violation of
 essential contractual obligations. Claims for damages due to impossibility of
 performance and delay in the event of slight negligence are limited to the reimbursement
 of the foreseeable damages. Liability for such damage and bodily harm is also excluded
 unless the Organiser is equity of intent or gross negligence. unless the Organiser is guilty of intent or gross negligence.
- Claims for damages brought against the Organiser due to breach of contractual or quasicontractual obligations and in tort must be enforced through court proceedings within the exclusion period of six months. The exclusion period begins from the point of notification, this however being from the end of the event at the latest. The exclusion period does not apply for claims for damages due to deliberate breach of duty or law.

Final provisions

- All declarations made in connection with this agreement must be submitted in writing and will be in force when confirmed in writing by IC or the Organiser.
- Should any provision of these Terms and Conditions of Business or other agreements between the parties be or become void, this shall not affect the validity of the remaining provisions. It is agreed that instead of the invalid provision a valid condition shall be accepted which comes nearest to the intended economic purpose.
- 12.3. German Law shall apply to this agreement
- Should the Client be a businessman or not have any place of general jurisdiction within the Federal Republic of Germany, the place of jurisdiction shall be Freiburg, Germany. In addition, the Organiser and IC shall also be entitled to institute legal proceedings against the Client at his place of general jurisdiction or at any particular place of jurisdiction which may already exist.

Intercongress GmbH, 2018