

14. Trade fair and exhibition conditions (Terms)

5. ORTHOPÄDIE SCHUH TECHNIK International Trade Fair and Congress 18 – 19 October 2019 in Cologne

Event

5. ORTHOPÄDIE SCHUH TECHNIK, Fachmesse und Kongress, 18 – 19 October 2019

Venue

Köln Messe GmbH, Messeplatz 1, 50679 Köln, Germany, Hall 4.2

Event organizer

C. Maurer Fachmedien GmbH & Co. KG,
Schubartstraße 21, 73312 Geislingen/Steige, Germany
(Trade fair/exhibition management)

Opening hours

Visitors:	Friday, 18 October 2019	9 a.m. – 6 p.m.
	Saturday, 19 October 2019	9 a.m. – 5 p.m.
Exhibitors:	Friday, 18 October 2019	8 a.m. – 7 p.m.
	Saturday, 19 October 2019	8 a.m. – 12 p.m.

1. Registration

1.1 The written registration is a legally binding offer to the event organizer. Upon sending the registration form to the event organizer or to Verlagsbüro Lutz, the exhibitor declares his participation in the event.

1.2 The registration is only valid if complete, correct, well legible and signed.

Neither a claim for admission to the trade fair, nor the allocation of a certain stand area can be deduced from the registration.

1.3 Furthermore the exhibitor acknowledges the exhibitor conditions as binding for himself and for all his staff and commissioners of this event upon delivery of the registration.

1.4 The exhibitor is obliged to communicate any changes of his contact data immediately to the event organizer. All costs resulting from a delayed or omitted communication of these data are at the expense of the exhibitor. The exhibitor is liable for the results from an inaccurate, incomplete or erroneous completion of the registration papers.

1.5 **Deadline is 31 July 2019.**

2. Admission

2.1 The trade fair/exhibition management shall decide on the kind of admission of the exhibitors and the individual exhibition objects. The event organizer shall be entitled to limit the registered exhibition objects as well as to change the registered area and the stand variant due to conceptual reasons. The event organizer can reject registrations without stating reasons.

Exclusion of competition must not be demanded nor promised.

2.2 The placement is carried out by the event organizer according to criteria given by the concept and the topic of the trade fair and exhibition, the entry date of the registration not being decisive here. The trade fair/exhibition management can place competitors close to each other, if the concept allows that. The trade fair organizer does not have to communicate that.

2.3 The stand placement shall be communicated in written form, usually at the same time as the admission and announcement of the hall and stand number.

Complaints have to be made within 7 days upon receipt of the stand distribution in writing. Special placement requests that will be considered, if possible, are no condition for the participation.

2.4 Any changes of trade fair areas amongst exhibitors require the prior written consent of the trade fair/exhibition management.

3. Prices

Please refer to the latest registration papers, the technical guidelines and the Exhibitors-Service-tool for the prices and the applicable fees. The prices and fees listed there are binding. All prices stated there are net prices plus VAT.

4. Terms of payment

4.1 The tenant / exhibitor shall be obliged to transfer the payment of all invoices to the event organizer within 14 days upon receipt of the invoices.

4.2 The collection is carried out by authorized representatives of the event organizer.

4.3 The event organizer is entitled to demand a prepayment for trade fair services.

4.4 If the exhibitor is in default with his payment, every reminder will be charged with an administrative charge of €5.00. The assertion of further damages remains reserved.

4.5 As of the maturity, interests are due in the amount of 9 percent points p.a. above the valid basis interest rate, if the exhibitor is a trader. With the beginning of the default, default interests have to be paid in the legal amount. The event organizer can rescind the contract in case of the default of the exhibitor and claim damages for non-performance apart from the default damages.

4.6 If the invoice is not settled or not settled completely, the event organizer shall be entitled to refuse the exhibitor the entrance to his stand area at the beginning of the construction.

5. Withdrawal

5.1 The event organizer shall be entitled to withdraw from the contract if the rent for the stand is not paid within 8 days after the reminder was issued.

5.2 The exhibitor shall also be able to withdraw from the contract. The withdrawal shall require the consent of the event organizer.

The event organizer will only consent if the exhibition area can be rented otherwise. In case of a withdrawal, the exhibitor must pay a reimbursement for the expenses to the event organizer in the amount of 25% of the rent of the stand. If there is no withdrawal, the exhibitor has to bear the entire costs.

6. Subleasing, co-exhibitors, permission to use the stand by third parties, sales for third parties

6.1 The exhibitor shall not be entitled to sublease the stand assigned to him completely or partially or to permit the use of the stand, to swap it or to accept orders for other companies without the approval of the trade fair/exhibition management.

6.2 The admission of a co-exhibitor, approved by the trade fair/exhibition management, is not free of charge. In case of an unauthorized subleasing or transfer of the stand to third parties, at least 50% of the rent of the stand plus VAT have to be paid, unless the trade fair/exhibition management requests the sublessee's eviction of the stand.

7. Technical guidelines

7.1 The exhibitors will find technical guidelines, terms and house rules available for download from April 2019 at www.OST-Messe.de.

7.2 With the technical guidelines you will receive among others the house rules of Köln Messe GmbH, fire protection guidelines, safety regulations, technical data and facilities of the trade fair hall, rules on stand construction and environmental protection. The regulations stated there are binding and have to be observed. The exhibitor is liable for the correct implementation.

7.3 Additional services can be ordered from April 2019 in the Exhibitors-Service-tool, such as system stands, furniture, floorings, electrics, personnel, catering and much more.

8. Advertisement

8.1 Any type of advertisement, especially the distribution of printed advertising material and the targeting of visitors, shall only be permissible inside the stand.

8.2 The operation of speakers, music and photo performances and any type of audiovisual media - also for advertising purposes - by the exhibitor shall require the explicit approval and needs to be registered in time. A sound level of 82dB inside the stand area must not be exceeded.

8.3 Advertisement for third parties (except registered co-exhibitors) is not permitted.

8.4 It is generally admitted to take pictures and make films at the trade fair. However, the event organizer is not liable for the freedom of rights of third parties concerning the copies. Exhibited articles and trade fair stands of other exhibitors may only be photographed or filmed with the consent of the corresponding exhibitor. Exceptions are persons and companies taking pictures and making films for the use by the event organizer for advertising and reviews in print and online.

9. House Rules

The house rules of Köln Messe GmbH are part of the exhibition conditions.

10. Stand construction, design and equipment of trade stands

10.1 An earlier construction is possible from Wednesday, 16 October 2019 from 7 am. An additional fee of € 370 plus VAT will be charged per exhibitor.

The regular construction can be carried out as of Thursday, 17 October 2019 from 7 am and finished at the same day at 11.59 pm at the latest. The house rules of Köln Messe GmbH have to be respected mandatorily.

10.2 The predetermined boundary descriptions of the stands may not be surpassed. Name and address of the stand owner have to be recognizable for everybody for the whole period of the event. A corresponding labeling has to be made.

10.3 Every exhibitor is obliged to equip his stand with flooring, back wall and possibly walls.

10.4 The event organizer is entitled to arrange the necessary changes or, if need be, the removal of the stand, in case of violations of the above stated design and equipment regulations at the expense of the exhibitor.

10.5 If the exhibitor does not respect the fixed time for the construction and dismantling, he has to bear the costs that emerged from this for the event organizer the Koelnmesse and possible third parties.

11. During the trade fair

11.1 Mandatory attendance

The event organizer is entitled to dispose of the stand differently if the construction of the stand has not begun until 10 am on the day prior to the opening (Thursday).

The exhibitor is obliged to occupy the stand during the whole trade fair period and to staff it.

11.2 Products

The exhibitor has to comply with the relevant legislation as amended from time to time (e.g. statute governing restaurants, trade law, hygienic prescriptions, Foodstuffs and Commodities Act, regulation on beverage dispensing systems). If the exhibitor does not comply with his cleaning- and disposal obligation or with the selling or delivery of food and beverages at his stand, not even after a warning, the event organizer shall be entitled to close the stand or the sale outlet. The rules of the law about technical working materials and consumer products (Equipment and Product Safety Act, as amended from time to time) have to be observed. As proof the following documents have to be held available at the stand by the exhibitor: EC Declaration of Conformity or Manufacturer's Declaration of Conformity according to supplement II of the Machinery Directive as well as the manual according to supplement I no. 1.7.4 of the Machinery Directive. In case of demonstrations the necessary provisions for the safety of people have to be taken by the stand personnel. The stand personnel are also responsible for the guarantee of the exclusion of unauthorized switching operations.

11.3 Surveillance

The general surveillance of the trade fair object is taken over by the organizer without liability for losses or damages. The exhibitor has the obligation of care for the stand and the exhibits as well and to guarantee fire prevention security. The exhibitor can request stand security staff from a security firm authorized by the Koelnmesse with the corresponding order form in the Exhibitors-Service-tool. The length of stay of the stand personnel within the trade fair is limited to 7 pm. There is only the exception for the areas taking part in an official trade fair party. The stand personnel may not authorize the stay of persons at their stand during the night.

11.4 Demonstrations

Hallway areas may not be used for audience areas. Demonstrations have to be organized in a way not to impair considerably the hallways. The agents of the event organizer decide in case of doubt or conflict.

12. Dismantling of stands

The dismantling of the stands can be carried out on Saturday, 19 October 2019, from 5 p.m. until 11.59 p.m. and on Sunday, 20 October 2019, from 7 am to 6 pm and must be completed in that period.

The dismantling of the stands may only be carried out after the end of the event on Saturday, 19 October 2019 after 5 p.m.

No stand may be cleared completely or partially before the end of the trade fair/exhibition. Offending exhibitors must pay a contract penalty in the amount of half of the stand rent.

13. Waste before / during / after the event

Waste or residues produced during the event or while constructing / dismantling the stand, must be disposed of by the person responsible for the waste. The person responsible for the waste is obliged by law to carry out the appropriate disposal. (Laws on avoidance, recycling and disposal of waste from 27 September 1994, BGBL/1 S 2705 [Civil Code]).

You can find further information on waste disposal, order forms and processing in the Exhibitors-Service-tool.

14. Water and electricity

An energy lump-sum of €4 /m² (plus VAT) will be charged additionally. It contains water and electricity consumption for three-phase and alternating current. An electrical connection with alternating current is mandatory, the costs are € 200/stand (net). If you need a water or heavy current connection you have to book this via the Exhibitors-Service-tool.

15. Official authorizations, legal regulations

As a basic principle, the exhibitor has to obtain the official authorizations. He is responsible for the compliance with regulations concerning trade law, police law, health law and with other legal regulations.

16. Haftung / Versicherung

16.1 The event organizer does not assume any liability for damages at trade fair/exhibition objects and at the standard equipment as well as for consequential damages. If demonstrably the event organizer is to blame, the liability is limited to intent and gross negligence.

16.2 The execution of the event is subject to the requirements of the venue regulations.

16.3 The exhibitor is liable for all damages being caused by his participation to the event organizer. His own default is equal to the default of his assistants as well his relatives and agents.

16.4 The exhibitor is liable for all damages suffered by third parties or the event organizer at the exhibitor's stand or caused by his actions.

17. Reservations

17.1 If the event organizer is forced to have evacuated one or several exhibition areas temporarily or for a longer period of time or to extend, shorten or postpone or cancel the trade fair as a result of force majeure or of other reasons not of his responsibility, the exhibitor does get any rights of withdrawal or cancellation nor other claims from that, especially not claims for damages as against the event organizer. If the trade fair is cancelled, the intended rent payment is invalid. Amounts paid already will be reimbursed. The exhibitor has to pay to full amount however for works and services already carried out.

17.2 If the event organizer is responsible for the cancellation, no rental has to be paid. A claim for damages against the event organizer is limited to foreseeable damages and damages typical for the contract.

17.3 The event organizer does not guarantee or is not liable for

- marketability of his internet-website, its satisfying quality or suitability for a determined purpose;
- for the uninterrupted and faultless course of all functions or contents of his internet-website;
- for services, repairs or corrections that may be caused by the use of his internet-website;
- for damages of any kind – including direct or indirect damages that may be caused by the use of his internet-website or its functions and contents, even if the event organizer or a member of his staff has been notified about the possibility of such damages.
- for the contents and functions of such websites, linked with his internet-website (link or similar) and whose contents cannot be determined by the event organizer or for possible losses that may be caused by the use of such websites.
- all of these points are also valid for further digital offers such as e.g. a trade fair app.

18. Data privacy statement

18.1 Data privacy statement:

The personal data you provide for your registration are conducive to the contractual, smooth processing of the event. They are collected, stored, processed and if need be, passed on to third parties, that are assigned to handle the event (Verlagsbüro Lutz, EMEC, Koelnmesse). The data processing at the event organizer as well as at the assigned third-party companies is subject to the DSGVO (General Data Protection Regulation), the passing on is contractually regulated.

18.2 The exhibitor expressly agrees to the data processing with his registration.

18.3 The data are stored subject to withdrawal and used for following events and its advertisement.

18.4 An objection is possible at any time, unless the order processing is thus made impossible or other rules apply due to legal regulations. You can find further information on the data processing of the event organizer at www.OST-Messe.de/privacy-policy.

19. Final Provisions

19.1 Place of execution and court of jurisdiction for all mutual obligations, including all payment obligations, is Geislingen an der Steige, if the contracting partner is a trader, legal entity of public law or if the contracting partner has his place of business or general court of jurisdiction not within the Federal Republic of Germany.

19.2 Legislation of the Federal Republic of Germany shall apply. Application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded from this contract. The German text of all contractual documents applies.

19.3 The exhibitor bears in any case the costs for pretrial debt collection (detective agencies, collection agencies, lawyers). If and insofar as the exhibitor succumbs to the event organizer in a legal dispute, the exhibitor bears the costs for the trial and the necessary legal representation, especially for lawyers, courts, interpreters, experts and witnesses as well as the costs for the translation of all documents introduced in the trial or trials.

September 2018
C. Maurer Fachmedien GmbH & Co. KG, Geislingen