

General Terms and Conditions of Business and Trade Fair

for the Intersana International Health Fair on the trade fair site Augsburg



1. Event

Intersana International Health Fair.

2. Registration

The completed, signed and legally binding registration is to be sent directly to the organiser. The registration is binding, independent of the authorization on the part of the organiser. The registration shall not be deemed as having been carried out and thus become valid until it is received by the organiser. It has a binding character until authorization or final refusal.

The exhibitor shall be responsible for ensuring that the persons employed and commissioned by him at the fair also observe the whole contract.

3. Sub-exhibitors

Additional co-exhibitors represented at the stand are to be registered by the principal exhibitor on the registration form of Intersana against payment of a fee of 185,- Euro per co-exhibitor.

It is not permitted without the consent of the organiser to hand over an allocated stand or parts thereof to third parties without payment or against payment a fee.

No advertising may be carried out for companies, institutions or products, not specified in the authorization and which were not properly registered, either in or in front of the stand.

Co-exhibitors are companies which exhibit or appear on the stand besides the principal exhibitors. They shall also be deemed as co-exhibitors if they maintain close organisational or commercial relations to the principal exhibitor. In case of doubt the organiser shall decide. Deemed as debtor of the sub-exhibitors' fee shall always be the person who rents the stand. The sub-exhibitor is subject to the same conditions as the principal exhibitor. In the event that a sub-exhibitor is included without consent the organiser shall be entitled to terminate the contract with the principal exhibitor without notice and to have the stand cleared at the costs of the stand lessee. The stand lessee shall not be entitled to any claims for damages. Approved sub-exhibitors shall be included in the official fair catalogue or in the fair magazine based on the conditions of entry.

The same fees shall be due for this as with the principal exhibitor. The principal exhibitor undertakes to ensure that the printed matter of the sub-exhibitor are submitted on time.

4. Authorization and stand confirmation

The organiser shall decide upon the acceptance of the registration through a written order confirmation and the trade fair contract.

Special requests for positions, which shall be taken into account as far as possible, do not represent a condition for participation. No exclusion of competition is granted. The registration is binding, independent of authorization by the organiser. The information will be stored for automatic processing of the registration and if applicable forwarded to third parties for executing the contract. Principally, only exhibitors will be authorized whose programme and range of products correspond with the philosophy of Intersana. There is no legal entitlement to authorization.

The authorization shall be confirmed in writing by the organiser and is only valid for the exhibitor specified therein. The exhibition contract between the exhibitor and the organiser is concluded and can no longer be terminated when the authorization/ stand confirmation is sent to the exhibitor by the organiser.

A plan of the hall, from which the respective location of the stand can be seen, shall be either enclosed with the authorization or submitted at a later date.

The organiser is entitled to revoke the granted authorization, if this was granted based on false pre-requisites or information or the pre-requisites for the authorization cease to apply at a later date.

The organiser may exclude individual exhibitors from participation for actual justified reasons, in particular if the available space is not sufficient and limit the event to certain groups of exhibitors in case this is necessary for achieving the purpose of the fair. The same shall apply for the exhibited goods.

5. Exclusion

The organiser can demand that exhibited goods are removed which are not compatible with the objective of the event or breach the interests of Intersana. If this request is not complied with the organiser shall remove the exhibited goods with judicial help at the costs of the exhibitor.

6. Allocation of space

The minimum size of a stand is 6 square meter. Smaller areas shall only be handed over if such areas are essentially produced in the planning. Each part of a square metre will be charged in full. All areas not right-angled will be arranged with right-angled supplements. Projections, pillars, columns and areas for installation connections will also be calculated. The organiser is expressly authorized to undertake all allocations of space at his discretion. The allocation of space is binding. If the allocated area is not available for a reason which is beyond the control of the organiser he shall ensure an equivalent space.

If this is not possible the exhibitor shall be entitled to reimbursement of the stand rent. A claim for damages towards the organiser is excluded.

If required by the circumstances and notwithstanding the authorization, the organiser may allocate the exhibitor space in another position or slightly change the size of the stand.

7. Revocation of the authorization and confirmation of the surface area of the stand

The organiser is entitled to revoke the authorization and to allocate the stand area otherwise in the following cases:

The stand area is not clearly occupied in time, i.e. by no later than 24 hours before the official opening.

In the event that the stand rent is not paid on the agreed dates and the exhibitor allows a final deadline set by the organiser to pass without payment being made.

The pre-requisites for occupying the stand area by the registered exhibitor no longer exist or reasons are subsequently given to the organiser, which had the organiser been aware of in time would have justified a rejection of the application.

The exhibitor breaches the house rules of the organiser.

In these cases the organiser also reserves the right to assert claims for damages.

8. Stand rents and stand construction

8.1. The stand rents apply net per square meter stand area for the whole duration of the event incl. days for assembly and dismantling.

8.2. The booked exhibition area contains no partition walls, flooring, furniture, etc. If no own partition walls or fair stand are available, it is will be necessary to order partition walls. (See stand building service form 1 - 3).

8.3. Individual stand sizes and own stand systems are possible, however have to be delivered, assembled and dismantled by the exhibitor personally at his responsibility.

In addition, the overall impression must be safeguarded and accordingly coordinated with the organiser.

8.4. The specified amounts do not include the applicable rate of value tax.

9. Terms of payment

9.1. When the confirmation of the stand area is sent the organiser shall invoice 100% of the stand area rent incl. ordered additional services. Of this total 50% are due and payable immediately, the remaining 50% seven weeks before commencement of the fair without deducting cash discount.

Invoices for other services or deliveries, for which a separate order is placed, are due and payable from the date of service or delivery, no later than from the date of invoice.

If invoices are sent to a third party at the instruction of the exhibitor the exhibitor shall remain at the same time debtor to the organiser.

9.2. Payments are to be made onto the account of the organiser:

Raiffeisenbank Schwabmünchen
Account 24 59 68
BSC 720 692 20
IBAN DE76720692200000245968
BIC GENODEF1SMU

9.3. Complaints concerning invoices must be asserted in writing towards the organiser within a period of exclusion of 14 days after invoicing .

9.4. In the event of default of payment the organiser is entitled to charge interest on default in the amount of 3% above the base lending rate. The organiser can retain the installed stand equipment and trade fair goods of the exhibitor based on right of lien for all unsatisfied obligations.

10. Cancellation of the exhibitor

10.1. It is no longer possible for the exhibitor to cancel or reduce the stand area after authorization. The total participation fee and the actual performed services shall be charged. The exchange of areas not occupied by the organiser to maintain the overall optical appearance does not release the exhibitor from his payment obligation. If the exhibitor is permitted to cancel the contract in an exceptional case by the organiser after authorization (§ 4), the exhibitor shall in any case be charged 25% of the agreed stand rent as damages and must reimburse the costs incurred by him.

10.2. A cancellation requires a written application. It shall only become effective when it is accepted in writing by the organiser. The organiser can make the approval of the cancellation dependent on the fact that the rented stand is leased otherwise. If it is possible to lease the stand again the cancellation shall be deemed as approved; however, the exhibitor who wishes to cancel must also bear a possible difference between the agreed and the actually generated rent besides the amounts owed according to Subclause 1.

If the stand cannot be leased otherwise the organiser shall be entitled, in the interest of the overall appearance, to move an exhibitor from another stand on to the stand not occupied by the exhibitor who wishes to cancel, or to fill the stand in another manner.

The entitlement of the organiser according to Subclause 1 remains unaffected.

In case the stand is merely filled/decorated the associated costs shall be borne by the exhibitor in addition to the amount under Subclause 1.

11. Force majeure

11.1. The organiser must inform the exhibitors immediately in the event that he cannot carry out the event owing to force majeure, strike or political events. Principally, the entitlement to the stand rent shall cease to apply, however the organiser can invoice work for which orders were placed by the exhibitor with him in the amount of the costs incurred insofar as the results of the work is still of interest for the exhibitor.

11.2. Should the organiser be in the position to carry out the event at a later date he shall inform the stand lessees of this immediately. The stand lessees are entitled to refuse their participation at the agreed date within one week after receipt of this notification. In this case they are entitled for reimbursement or remission of the stand rent.

11.3. In the event that an organiser has to reduce or cancel an event which has begun already owing to an occurrence of force majeure then the exhibitor is not entitled to repayment or remission of the stand rent.

12. Security and cleaning

The responsibility for the general security of the trade fair hall and the fair site is assumed by the organiser. The organiser shall be entitled to carry out the control measures necessary for guarding the premises. The exclusion of liability for all property damages and personal injuries is not limited due to the general responsibility for security assumed by the organiser. Special guard services may only be provided by the security company commissioned by the organiser.

The organiser shall ensure the general cleaning of the site and aisles in the hall. The exhibitor is responsible for the cleaning of the stand. All exhibitors are responsible for the disposal of any waste they cause. Empty packages may not be stored in the stand.

13. Exhibitor ID cards

Each exhibitor shall receive two exhibitor ID cards free of charge for a stand up 6 square meter exhibition space after full payment of the agreed stand rent. They ID cards entitle to access the exhibition site free of charge. However, a maximum of 10 exhibitor ID cards shall be issued per exhibition stand. The number of free exhibitor ID cards does not increase through the integration of sub-exhibitors. A further exhibitor ID card will be issued for each further part area of 3 square meter.

Additional exhibitor ID cards can be requested for 10,- Euro plus VAT each from the organiser or issued on site. These ID cards are exclusively intended for the exhibitors specified by name, their stand staff and authorized persons. In case of improper use the ID card shall be retained and not replaced. No ID cards are required for days of assembly and dismantling.

14. Administrative rules / access of third party fair stands

The exhibitors are not entitled to access and view third party stands outside of the exhibition times without the permission of the respective stand owner. This shall apply for lecture rooms, identified action areas and all other rooms, which are the responsibility of the organiser or the hall owner. Theft or wilful damage will be reported to the police.

During the event the exhibitor is subject to the house rules of the trade fair on the whole site. The instructions of the employees of the organiser, who shall prove their identity by an official identity card, are to be followed.

15. Advertisement

Advertising of all kinds is only permitted within the fair stand. This applies in particular for the distribution of printed advertising matter, for hanging up posters and the direct address of visitors.

16. Operation of the stand

Company name and registered seat of the exhibitor must be clearly visible through a notice on the stand. The exhibitor undertakes to occupy the stand with the registered goods and services for the whole duration of the exhibition. Insofar as the stand is not expressly leased as a representation stand the exhibitor must ensure that it is occupied by qualified staff for the duration of the exhibition.

17. Dismantling

The stand may not be dismantled either in whole or in part before the end of the trade fair. A conventional penalty of half of the stand rent shall be charged in case of infringements. The fair/exhibition area is to be returned in the same condition as when it was taken over on the date for completion of dismantling as stipulated by the organiser. The exhibitor shall be liable for damages to the floor, the walls and the material which is leased or made available on loan. Attached materials and damages are to be corrected by skilled workers. Otherwise the organiser shall be entitled to have this work carried out at the costs of the exhibitor. Stands, fair and exhibition items, which have not been dismantled after the date stipulated for dismantling, shall be removed and stored by the organiser at the costs of the exhibitor. The organiser assumes no liability for damages suffered thereby or loss of the items.

18. Liability

The organiser assumes no liability for damages to fair / exhibition items nor to the stand equipment nor for follow-up damages.

The organiser assumes no liability whatsoever for damages suffered in connection with the execution of the exhibition which are caused by third parties, insofar as these do not act as legal representatives or vicarious agents of the organiser.

Insofar as a liability of the organiser is determined, which is not based on fault, no matter for what legal reason, he shall only be liable for wilful intent and gross negligence. In any case the liability shall be limited to reimbursement of the typical foreseeable damages. The organiser is in particular not obliged to reimburse damages, which are caused by storm, fire, water, thunderstorms or similar circumstances outside of his sphere of influence.

19. Sales regulation

Sales for the order book is permitted on all days of the trade fair the same as direct sales.

20. Directory of exhibitors / mandatory entry / flat rate for advertising costs

The mandatory entry in the directory of exhibitors includes the inclusion of the company address of the exhibitor in the alphabetic directory of exhibitors and a basic entry on the trade fair homepage www.intersana.de (and link to the homepage of the exhibitor). The directory of exhibitors further includes the full programme of lectures and supporting programme of Intersana. The fee for the flat rate for advertising costs / mandatory entry is 120,- Euro per exhibitor.

21. Picture and sound recordings

The Intersana trade fair company shall be entitled to have photographs and film and video recordings made within the framework of the fair and use these for advertising and press publications without the exhibitors being entitled to file objections against this for any reasons. This shall also apply for recordings, which the press or television prepare directly with the approval of the Intersana trade fair company.

22. Final provisions

22.1. Collateral agreements shall only be legally binding if they are confirmed in writing by the organiser.

22.2. Place of performance is the registered seat of the organiser and place of jurisdiction Augsburg.