

Information centre exhibition of the Federal Republic of Germany

ExpoMedical - International Show for Products, Equipment and Services for the Healthcare Sector
25. Sep. - 27. Sep. 2019, Buenos Aires, Argentina



Organiser



In cooperation with



Realisation and exhibition management (implementation company within the meaning of the General Conditions of Participation)



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Special Conditions of Participation

as supplement to the General Conditions of Participation of the Federal Republic of Germany at trade fairs and exhibitions abroad

1. Closing date for registrations

24. May 2019

It is pointed out that, on principle, the participation can only be conducted, should the **minimum participation of 10 companies** be reached. Registrations submitted after the closing date for registrations will not be considered.

2. Participation fee/s

The participation fees quoted are subject, where applicable, to statutory German value-added tax and to statutory foreign taxation (e.g. VAT, sales tax) levied on services provided to the exhibitor by the implementation company. The participation fees according to No. 2.1. only cover a part of the total costs of services according to No. 4.

2.1. Participation fee for companies taking part in this official participation of the Federal Ministry for Economic Affairs and Energy in **2019** up to and including the **4th time**:

EURO 675,00 / participant

2.2. Participation fee for companies taking part in this official participation of the Federal Ministry for Economic Affairs and Energy in **2019** for the **5th time or more**:

- not applicable

2.3. Participation fee for exhibitors, that cannot sign the attached declaration regarding double-funding respectively participation of the public sector (public authorities or public companies):

EURO 2.040,00 / participant

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3. Mandatory Fee/s

- not applicable

4. Services

The payment of the participation fees according to No. 2 includes the following services:

4.1. Company-specific services

All materials and facilities shall be at the disposal of the exhibitor, on a rental basis, only for the duration of the event, and may in no way be damaged or modified. Damaged or modified components and devices shall be repaired or replaced at the expense of the exhibitor.

- By arrangement, presentation possibility for small exhibits on an exhibition space of 2 qm within the scope of the total concept
- Furnishings: 1 bistro table alternatively 1 pedestal, 1 chair, 1 brochure rack
- Provision of wall advertising space inc. enlargement of reproducible artwork (photos, texts, graphics) (on request, with brochure filing); requirements effected by the implementation company
- General lighting of the information centre
- Distribution of company brochures on the information stand in exchange for interested parties' business cards
- Supply of data on interested parties following the end of the fair
- By arrangement, use of meeting rooms in the information stand by company representatives

4.2. General services

- Technical and organisational support of exhibitors by the realisation company during preparation and realisation of the participation
- Setting up of an information stand with service arrangements / set-ups
- Entry into the website of the German participation or – if arranged – into the German participation directory (no liability shall be accepted for incorrect entries)
- Uniform setting design of the information centre in accordance with CI concept
- General lighting of the German participation
- Daily stand cleaning (cleaning of exhibits is the responsibility of the exhibitor)
- Security and stewarding service of the German participation if necessary (no guarding of stands)
- Waste disposal service
- Accompanying measures: **Internet according www.german-pavilion.com; Exhibitor-Flyer, Get-Together (under exception)**

4.3. Waiver

Waiving individual company specific or general services shall not constitute a claim for a reduction of the participation fee. Under no circumstances may uniform design elements be foregone.

5. Payment conditions

Duty to 20 % of the participation fee, based on the area size requested (according to No. 2), as well as of mandatory fees (according to No. 3), shall begin upon submission of registration in writing. Payment of this amount is due upon receipt of a corresponding invoice for payment in advance. On admission, payment shall be due of the outstanding amount, immediately upon receipt of the final invoice.

6. Company data

The exhibitor's personal data are processed by the implementation company for the purposes of contract execution and forwarded to third parties (for example, architects, agencies, freight forwarders, trade fair organisers, etc.). The implementation company also transmits the data to federal authorities (e.g. Federal Ministry for Economic Affairs and Energy, Federal Ministry of Food and Agriculture, Federal Office for Economic Affairs and Export Control), the Association of the German Trade Fair Industry (AUMA), to AUMA in particular for information about and for the evaluation of the foreign trade fair programme also by commissioned third parties as well as to the operator of the internet portal www.german-pavilion.com. Federal authorities may pass personal data on to members of the German Bundestag, to other public funding agencies and for statistical purposes and for evaluation to commissioned institutions. The personal data can also be passed on if required by the Bundesrechnungshof. Further information on data protection can be found on the homepage of the implementation company <http://www.messe-duesseldorf.de>.

1. Organisers

The organisers of joint-company exhibitions within the scope of official participation of the Federal Republic of Germany at trade fairs and exhibitions abroad are the Federal Ministry of Economics and Technology (BMWi) in cooperation with the Association of the German Trade Fair Industry (AUMA), as well as the Federal Ministry for Food, Agriculture and Consumer Protection (BMELV) for the agricultural sector.

German companies have the possibility to participate within joint company presentations.

2. Implementation and exhibition management

With the technical and organisational implementation of official participations, the organisers of the participation commission specialised companies (implementation companies), which, within the scope of these "General Conditions of Participation" and the "Special Conditions of Participation", act on their own behalf.

3. Eligibility to register

Companies from the Federal Republic of Germany, as well as their foreign branches and agencies, are eligible to register to participate with exhibition goods at joint-company exhibitions, in accordance with No. 10.

4. Registration and admission

4.01 Registration to participate is effected through the receipt by the implementation company of the completed registration form, including legally binding signature, prior to the closing date for registrations under recognition of these Conditions of Participation. Registration is binding, independent of admission. Conditions and reservations in the registration are not allowed, and shall be considered not to have been made.

4.02 The closing date for registrations of the respective event is stated in the enclosed "Special Conditions of Participation".

4.03 The receipt of registration shall be confirmed in writing by the implementation company. The registration and confirmation of receipt shall not constitute a claim for admission, or for a specific size or location of stand. In particular, the implementation company, following agreement with the participation organisers, may undertake reductions in registered space, should the exhibition space available be oversubscribed.

4.04 The applicant shall be admitted

- as soon as the minimum number of participants has been reached and
- in accordance with the existing exhibition space, and insofar as he fulfils the prerequisites stated in these "General Conditions of Participation" and the "Special Conditions of Participation", and insofar as his exhibits correspond to the overall scope and concept of the joint-company exhibition.

4.05 Companies, which have not fulfilled their financial obligations from previous events, can be excluded from admission.

4.06 With the sending of the admission, a contract between the implementation company and the exhibitor shall be concluded.

4.07 A plan will be enclosed with the admission, indicating the location and size of the stand. The implementation company shall not be liable for any differences in size, or for any slight differences between the plan and actual size of the stand resulting from these.

4.08 Following admission of the exhibitor, the implementation company may assign exhibition space to him, other than that planned for in the admission, if,

- this is necessary for preserving the overall image when not all exhibition space offered by the implementation company has been rented, and
- the exhibitor is provided with space which, with regard to location and size, is essentially the same.

Should the implementation company be forced to move or alter individual stands, entrances, exits, or aisles, subsequent to admission, through circumstances beyond its control, such as directives from public authorities or instructions from the trade fair or exhibition management, no resulting claims may be asserted.

4.09 Following admission by the implementation company, the registration and the obligation to pay the participation fee remain legally binding even if, for example, the exhibitor's import requests are not met, or not met in full, by the authorities responsible for this, or the exhibits do not arrive at the event on time (e.g. through loss, transport or customs delay), or at all, or entry visas for the exhibitor or his commissioned agents are not available on time.

4.10 Stands shall be handed over to the exhibitor or his commissioned agent following agreement with the implementation company prior to the start of the event. Stands, which have not been taken over by the exhibitor or his

commissioned agent in accordance with the agreement, may be used for another purpose, without the exhibitor being able to assert claims above and beyond the rights included in Number 8.

4.11 The implementation company is entitled to revoke admission, should this have been granted on the basis of false details or statements, or should the company fail to fulfil the prerequisites for admission at a later date. The consequences are shown in 8.03.

5. Sub-exhibitors

5.01 On principle, a stand area is only handed over as an entire entity, and only to one contractual partner. The latter is only authorised, following previous written consent by the implementation company, to include previously named sub-exhibiting companies on his stand. The implementation company shall only grant approval when the sub-exhibiting companies in question have acknowledged the "General Conditions of Participation" in writing. The sub-exhibitor is subject to the same regulations as the main exhibitor.

5.02 The main exhibitor shall be liable for a fault by his sub-exhibitor and person or persons employed in performing an obligation on the part of the sub-exhibitor, as well as for his own faults, and for the faults of a person or persons employed in performing an obligation on his part. The same applies to vicarious agents. Main exhibitors and sub-exhibitors shall be jointly and severally liable as debtors to the implementation company.

6. Terms of payment

6.01 With the registration to participate, an advance payment on the expected participation fee which is stipulated in the "Special Conditions of Participation" is payable immediately and must be transferred. In the case of non-admission, the advance payment shall be reimbursed.

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6.03 If the payment deadline is not observed despite a reminder and the fixing of a final deadline, the implementation company is entitled to withdraw from the contract, and to use the stand space for other purposes. Insofar as the stand space has been used for other purposes,

- the registration fee is forfeited up to admission as per 6.01, maximum €250.-
- the exhibitor shall pay 40 % of the participation fee, not more than €500.- following admission.

Should the implementation company not be able to rent out the stand space to another exhibitor, the entire participation fee shall be paid by the exhibitor. The exhibitor shall be granted the right to prove to the implementation company that no damage or only considerably less damage has been caused to it.

7. Assignment, setting-off, right of retention

The assignment of accounts receivable against the implementation company is excluded. The setting-off and right of retention are also excluded, providing that no uncontested or final and conclusively determined claim toward the implementation company exists.

8. Withdrawal / non-participation

8.01 The implementation company shall be entitled to withdraw from the contract, should composition or bankruptcy proceedings be filed for with respect to the exhibitor's assets; the exhibitor shall be obliged to immediately inform the implementation company of this.

8.02 It is possible for the applicant to withdraw from the contract until the date of admission.

8.03 After admission, it is no longer possible for the exhibitor to withdraw from the contract or to reduce the stand space. Nevertheless, should the exhibitor forgo the stand space allocated to him, he must

- pay the entire participation fee, insofar as the space cannot be rented out by the implementation company to another exhibitor,
- pay 40 % of the participation fee, a maximum, however, of € 500.-, insofar as the space can be rented out by the implementation company to another exhibitor, unless the exhibitor can furnish proof that no damage or considerably less damage has been caused.

8.04 The withdrawal of the exhibitor (No. 8.02) and/or the waiver of the allocated space (No. 8.03) shall only become effective upon receipt of the written declaration by the implementation company.

9. Stand equipping, design, and lettering

Equipping and individual design of the stands, insofar as they exceed the services of the participation organisers stated in the "Special Conditions of Participation", is the responsibility of each and every exhibitor. However, the building regulations valid at the event location, and the construction guidelines of the implementation company regarding the type of design apply. In additional lettering describing details of the country of origin, only the national name "Federal Republic of Germany" and/or the corresponding foreign-language version shall be allowed. The exhibitor shall be obliged to coordinate his design measures beforehand with the implementation company. A stand design, which does not meet the building regulations valid at the event location or the construction guidelines of the implementation company, can be removed or altered at the expense of the exhibitor.

10. Exhibition goods, direct sales, and stand personnel

10.01 Only goods produced in the Federal Republic of Germany or by branches of German companies abroad and/or under German licence may be exhibited. Foreign products required to complement German products, and which are in an appropriate size and value relationship to them, may be admitted after coming to agreement with the participation organisers. All exhibition goods are to be listed individually and with exact descriptions. Inflammable exhibition goods, or those with strong odours, or products whose presentation is associated with loud noise, may only be exhibited after prior agreement by the implementation company.

Goods subject to the Military Weapons Control Law (KWKG), as well as models of such or other representations may not be exhibited. For the exhibition of the civil versions of goods that require export authorisation in accordance with Foreign Trade Law, as well as models, or other representations thereof, no reference of any kind may be made to military usability. In justified exceptional cases, the Federal Ministry of Economics and Technology can grant an exception to the exhibition ban. Corresponding applications are to be submitted to the Ministry via the implementation companies. These must contain an exact description of the planned exhibition goods.

On principle, direct sales (individual sales to visitors) are not permitted. The exhibitor is obliged to ensure that specialist personnel are on his stand for the entire duration of the event.

10.02 If goods are displayed that are not allowed in accordance with 10.01, the implementation company can demand the immediate removal of these goods on behalf of the organiser at the expense of the exhibitor. If an exhibitor does not comply with the written demand to remove the goods, then a penalty for breach of contract to the amount of 5.000 EUROS shall be payable.

10.03 The prosecution of commercial protective rights (such as trademark, design and patent rights) lies within the sphere of responsibility of the exhibitor. The organisers are not liable in particular for such damages resulting for exhibitors that have occurred due to violation by other exhibitors. In the case of any questions regarding the perpetuation of evidence, the implementation company shall assist within the reasonable bounds of possibilities available on site by contacting the exhibition management, making inspections or technical image recordings (photos if necessary) of the exhibit in question.

11. Transportation, display and dismantling of exhibition goods and stand furnishings

The transportation of exhibition goods up to the exhibition stand and back, the storage of empties, the use of lifting and transport equipment, the deployment of personnel for packing and unpacking, displaying exhibition goods, and the dismantling of the same, re-packing and other related activities are exclusively the responsibility of the exhibitor. Any liability here on the part of the implementation company is excluded. Even after specifying the "Special Conditions of Participation", the organisers may compulsorily stipulate an on-site forwarder for the transporting freight of the official German participation within the exhibition grounds.

12. Customs guarantee declaration

In the event that a re-export guarantee declaration is handed over by an official agent of the Federal Republic of Germany abroad for the exhibitors' imported exhibition goods in place of a required surety, the exhibitor is immediately liable to the Government of the Federal Republic of Germany, should, following the event, exhibition goods not be exported, or not be exported on time, and/or not be exported in full.

13. Insurance and legal liability

13.01 The insurance of the exhibition goods against all transport risks and during the event, in particular against damage, theft, etc, is the responsibility of the exhibitor.

13.02 The exhibitor shall be liable for all damage caused to third parties through his exhibition participation, including damage caused to buildings at the exhibition centre and to its facilities.

13.03 The participation organisers and the implementation company assume no liability for damage to property or for personal injury, unless intent or gross negligence can be proved against them, their legal representatives, or person or persons employed by them in performing an obligation. The burden of proof is the responsibility of the exhibitor.

13.04 Under no circumstances shall the participation organisers and the implementation company be liable for damage to the exhibits or the theft thereof, even in the individual case that decoration has been provided by the implementation company. With the acknowledgement of this condition of participation, the exhibitor expressly releases the participation organisers and the implementation company from all possible rights of recourse by third parties.

14. Circulars

Following the allocation of stand spaces, the exhibitors shall be informed via circulars about preparation and implementation matters of the joint exhibition. Consequences arising from nonobservance of these circulars are the sole responsibility of the exhibitor.

15. Proviso

15.01 In all cases, regulations and directives of the responsible bodies of the Federal Republic of Germany and the host country, which deviate from these "Conditions of Participation", or which cause additional restrictions, always take priority. The participation organisers and the implementation company shall not be liable for damage and other detriments caused to the exhibitor resulting from these.

15.02 The participation organisers shall be entitled to postpone, shorten, lengthen, or cancel the participation, as well as to temporarily or finally close the participation in individual parts or as a whole, should unforeseeable events, such as acts of God, natural disasters, war, public disturbances, strikes, failures or hindrances to transport connections and/or communications, require. In the case of a postponement, shortening, lengthening, or closure, the exhibitor shall not be entitled to compensation for the costs incurred by him due to this. Should participation not be of interest to the exhibitor as the result of such a measure, and he therefore foregoes occupation of the stand space allocated to him, he shall be able to withdraw from the contract. Withdrawal must be declared in writing immediately following notice of the change. In this case, No. 8.03 applies for the exhibitor's obligations. In the case of a cancellation of the event or of the official participation of the respective Federal Ministry at the event, neither the event organisers nor the implementation company shall be held liable for damage or other detriments that arise from this for the exhibitor. At the request of the event organisers, the exhibitor shall be obliged to bear an appropriate share of the costs incurred through the preparation for the event. The costs to be paid by each exhibitor shall be determined following a hearing by the event organisers of the affected economic organisations and the implementation company.

16. Final provisions

16.01 Please refer to the "Special Conditions of Participation" with respect to the extent of services included in the participation fee.

16.02 If the exhibitor has commissioned the implementation company with orders for cost-incurring services beyond the scope of the "Special Conditions of Participation", the costs incurred shall be invoiced to him.

16.03 The mutual rights and obligations resulting from this contractual relationship shall be subject to the laws of the Federal Republic of Germany.

16.04 Place of jurisdiction is the registered office of the implementation company. Place of performance for financial obligations is the registered office of the implementation company, insofar as another agreement is not made by means of the prior consent of the participation organisers.

16.05 The contract and changes to the same must be made in writing and signed. Should one of the preceding conditions be null and void, the remaining conditions shall continue to apply. They shall be interpreted in such a way that the sense and purpose of the contract remain preserved.

16.06 Any claims asserted by the exhibitors against the implementation company shall become statute-barred after six months. The period of limitation shall begin at the end of the month, in which the final day of the event falls.