

Exhibition Terms and Conditions Mainz exhibition site 2024

**AgrarWinterTage
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1. Registration

Exhibition stands can be booked by submitting a registration form. Applicants are bound to their registrations up to 8 days following the registration deadline specified in the "Special Exhibition Terms and Conditions", and no later than 6 weeks before the opening of the exhibition. This shall not apply if admission to the exhibition has been granted in the meantime. Registrations submitted at a later date or after the registration deadline shall be binding for 14 days.

2. Acknowledgement

With their registration, exhibitors shall acknowledge the „General Exhibition Terms and Conditions of the Fachverband Messen und Ausstellungen e.V.“ (association for exhibitions), the "Special Terms and Conditions" valid for the respective exhibition as well as the „House Rules“. This also applies for all staff working at the exhibition.

All legal, labour law-related and trade law-related provisions, particularly relating to the protection of the environment, fire protection, prevention of accidents, business names and pricing shall be adhered to.

3. Admission

The organizer shall decide on the admission of exhibitors and particular exhibits. In order to comply with the concept of the exhibition, the organizer is entitled to limit the amount of registered exhibits and to modify the registered stand area.

On factual and reasonable grounds, the organizer is entitled to exclude exhibitors and suppliers from participating in the exhibition, in particular if there is not sufficient exhibition space.

If necessary for the scope and purpose of the exhibition, the organizer may restrict participation in the exhibition to specific exhibitors, suppliers and visitors. The exclusion of business rivals may neither be requested nor confirmed.

The contract between organizer and exhibitor shall be concluded upon the exhibitor's receipt of the admission confirmation or of the invoice.

The organizer is entitled to revoke an issued admission, if the preconditions for the admission do not exist or do no longer exist.

The organizer is entitled to withdraw from the contract if outstanding exhibitors' debts have not been settled, despite two reminders. In that case a fee to the amount of 25 percent of the stand rental fee is due to cover the costs involved.

In case of justified complaints or objections referring to offered goods or mode of operation of any company involved, the organizer is in general entitled and authorized to take corrective measures instantly.

The organizer may in such cases cancel existing contracts for future exhibitions as essential preconditions, that the contract is based upon, do no longer exist.

Exhibitors are not allowed to present unregistered and unauthorized goods.

4. Amendments – Force majeure

If the exhibition cannot take place due to unforeseeable events and due to circumstances for which the organizer cannot be held responsible, the organizer is entitled

- a) to cancel the exhibition before its official opening.
- b) to reschedule the exhibition. Exhibitors, who can give evidence of a scheduling conflict as they have already booked another exhibition, can claim withdrawal from the contract.
- c) to abridge the exhibition. Exhibitors are not allowed to claim withdrawal from the contract. A reduction of the stand rental fee shall not be granted.
- d) For cancellations of the stand area after the registration deadline (30 September) 50 percent of the costs incurred shall be charged up to 10 December (planning costs of the organizer). Subsequent cancellations from 10 December 2023 onwards shall be charged with 100 percent. Invoices shall not be sent out before the fixed date.

Should the current situation change and the organizer be obliged to cancel the exhibition after 10 December 2023, the risk of costs shall be transferred to the organizer.

The companies' planning costs and proper expenses shall not be borne by the exhibition organizer.

5. Withdrawal

Requests to withdraw from the contract must be in writing. Withdrawals shall only be legally effective if the organizer also agrees in writing. Withdrawals submitted by **10 December 2023** shall be charged with 50 percent of the costs incurred (refer to 4f). Subsequent cancellations from 10 December 2023 onwards shall be charged with 100 percent.

6. Stand Space Allocation

Stand space allocations by the organizer are based upon event strategic and thematic exhibition factors and not according to the order in which registration applications are received. Exhibitors' special requests shall be taken into account, if possible.

Stand space allocations shall be communicated in writing, usually simultaneously with the admission as well as the hall and stand number notification. Complaints shall be submitted in writing no later than 8 days after receipt of the notification.

Exhibitors should be aware that minor limitations of stand space might become necessary for technical reasons. This may add up to a maximum of 10 cm in width and depth each and does not entitle the exhibitor to reduce stand rental fee. This does not apply to stands which are explicitly registered as modular or system stands.

Changes to the allocated stand position may only be made for compelling reasons. The organizer shall allocate an equivalent stand/area to the exhibitor affected, if possible. In such cases, the exhibitor is entitled to withdraw from the contract, without any mutual compensation to be paid, within 2 days after being notified of the change. Withdrawal from the contract has to be submitted in writing. This shall not apply if stands are relocated for only a few metres in the same hall.

The organizer reserves the right to relocate entries, exits, emergency exits as well as passageways for compelling reasons.

Changes to the position, type and size of the stand have to be communicated by the organizer immediately and in writing.

7. Assembling and Dismantling

Assembling of machinery and other devices shall take place on Monday, 22 January and Tuesday, 23 January 2024 between 8 am and 6 pm. **Assembling after 6 pm is not possible.**

Dismantling shall take place on Friday, 26 January **from 4 pm onwards** as well as Saturday, 27 January **from 8 am onwards**.

8. Subletting, co-exhibitors, assigning the stand to third parties, selling for third parties

Without the organizer's consent, the exhibitor is not entitled to sublet, assign or exchange the allocated stand partially or wholly or to represent other companies on the stand.

The admission of co-exhibitors with the organizer's consent is subject to a fee. In case of unauthorized subletting or assigning the stand to third parties, an additional charge of 50 percent of the stand rental fee applies unless the organizer asks the co-exhibitor to clear the stand.

Should stand owners accept orders for third parties, the order books, unless own order books are used, must contain the suppliers' addresses as well as the exact address of the stand owner. The order confirmation shall give evidence of the exhibitor who concluded the sales contract and the company for which the contract has been concluded.

9. Joint and several liability

In case of several exhibitors booking one stand, each of them shall be held liable as joint debtor. In their registration, the exhibitors have to name a joint authorized representative. The organizer is entitled to negotiate with the authorized person only.

Any notification addressed to the named representative shall be considered as a notification to the exhibitor or - for joint stands - to the exhibitors.

10. Hirer and costs

Any costs arising from supply systems requested by the exhibitor as well as other additional services such as power supply etc. shall previously be notified to the exhibitor, if requested.

11. Terms of payment

a) Due date

Invoice amounts have to be paid without delay, namely within the time period stated on the invoice.

b) Delay in payment

After debts have become due, default interest shall be charged, i.e. 3 percent above basis interest rate of the discount rate stipulated by the European Central Bank.

If the exhibitor has ignored requests for payment, the organizer is entitled, with prior notice, to otherwise dispose of the exhibition space in question. In that case the organizer can also refuse to assign the stand to the exhibitor and to hand out the exhibitor's pass (please also refer to item 5)

c) Right of lien

For all outstanding exhibitor's obligations and costs arising thereof, the organizer is entitled to a lien on the exhibitor's deposited exhibition goods. The organizer shall not be held liable for damage that has not been caused by someone's negligence or loss of the pawned objects. Under the assumption that all goods brought in are the exhibitor's unrestricted property, the organizer is entitled, with advance written notice, to sell the goods in the open market.

12. Design and equipment of stands

Exhibitors are required to attach a visible sign to their stands with their name and address for the entire duration of the event.

The exhibitor is obliged to equip the stand in compliance with the guidelines issued by the organizer. The guidelines shall be adhered to in order to obtain a decent overall appearance.

If exhibitors undertake to assemble their stands, they may previously be requested to submit dimensionally correct drafts of the design and equipment of the stand to the organizer for approval.

With the registration, the organizer has to be notified of the use of modular or system stands.

The exhibitor is also obliged to notify the organizer of any companies involved in the design and equipment of stands.

It is in any case prohibited to exceed stand limits. Exceeding the stand height requires the express approval of the organizer. Designated passageways and emergency exits may not be restricted or blocked.

The organizer may request to change or remove any goods whose display has not been approved of or that do not conform to the terms and conditions of the exhibition. Should the exhibitor fail to comply with the written request within 24 hours, the organizer will arrange for its removal or change at the exhibitor's costs. Should it become necessary to close a stand for the same reason, the exhibitor is not entitled to claim reimbursement of the stand rental fee.

Readily flammable materials (bales of straw, paper walls etc.) are not allowed on the stands. All materials used must at least be flame-resistant. Gas appliances are not allowed in tents.

13. Advertising

Advertising material of any kind, in particular the distribution of print material as well as addressing customers directly shall only be allowed in the inside area of stands.

Performances of machinery, acoustic devices, and cameras, also for advertising purposes, may be restricted or prohibited in order to maintain a smooth running of the event, even if it had been previously approved. Should the exhibitor operate a sound system, the organizer reserves the right to make announcements.

14. Assembly of stands

The exhibitor is obliged to finish assembling the stand within the period of time stated in the „Special Exhibition Terms and Conditions“.

15. Operating stands

The exhibitor is obliged to equip the stand for the duration of the event with the goods specified and to provide expert staff.

The exhibitor is responsible for the cleaning of the stand area on a daily basis, i.e. when the exhibition is closed.

The exhibitor is instructed to avoid waste and to separate garbage and recyclables. Any additional waste disposal costs shall be charged according to the polluter pays principle.

16. Dismantling of stands

It is not allowed to clear stands all or in part before the end of the exhibition.

Those exhibitors who act to the contrary have to face a contractual penalty to the amount of the stand rental fee.

After the end of the exhibition, goods may not be removed from the exhibition if the organizer is entitled to a lien on the goods.

A notification thereof shall be submitted to the present representative of the stand owner.

Should the exhibitor nevertheless remove goods, it is to be considered a breach of lien.

The exhibitor shall be held liable for any damage to floors, walls, and any material made available by way of lending or renting.

Exhibition areas have to be returned in the same condition as they have been received, no later than the specified dismantling date.

Any used material, adhesive tapes for carpets, foundations, excavations and damage have to be removed properly. Should the exhibitor fail to do so, the organizer is entitled to outsource the work at the exhibitor's cost. Any further claims for damages remain unaffected.

Any stands that have not been dismantled or goods, also carpets, that have not been removed by the final dismantling date, will be discarded by the organizer at the exhibitor's cost.

17. Electrical connections

Electrical connections and devices that do not conform to the appropriate provisions – in particular of VDE (Association for Electrical, Electronic and Information Technologies) and local EVU (electric supply company) – or whose power consumption is higher than notified, may be removed or shut down by the organizer at the exhibitor's expenses. Any material used for the assembly must be flame-resistant.

The owner of the stand is liable for all damage arising from the use of unreported electrical connections and connections that have not been installed by electricians authorized by the organizer.

The organizer cannot be held liable for any disruptions and fluctuations of current/water/sewage water/gas and pressurized air supply.

18. Surveillance

The organizer is responsible for the general surveillance of the exhibition ground and halls between 6 pm and 8 am and shall not be held liable for any loss and damage.

19. Liability

The organizer shall not be held liable for any damage to goods and stand equipment as well as subsequent damage.

Provided that the organizer's negligent breach of duty can be proven, liability is limited to intentional and grossly negligent conduct.

20. Insurance

Exhibitors are strongly advised to take out adequate insurance coverage for their goods and their third party liability at their own expenses.

21. Photographing - Drawing - Filming

Professional photographing, drawing and filming within the boundaries of the exhibition ground are only permitted to authorized companies/persons.

22. House rules

The organizer exercises domestic authority on the premises.

The organizer is entitled to issue house rules.

Exhibitors and their staff are allowed to enter the premises only one hour before the exhibition's opening. They have to leave the premises one hour after the end of the exhibition at the latest.

It is not allowed to stay overnight at the premises.

23. Forfeiture clause

Exhibitors' claims against the organizer must be filed no later than two weeks after the end of the event in writing. Any claims made at a later date will be forfeited.

24. Amendments

The organizer reserves the right to require all amendments to the General and Special Exhibition Terms and Conditions for their legal effect to be in writing

25. Place of performance and jurisdiction

Place of performance and jurisdiction is the seat of the organizer, this also applies when enforcing a claim by legal default action, unless otherwise agreed to in the "Special Exhibition Terms and Conditions".