

Terms and Conditions of Participation



SENSOR+TEST 2009 The Measurement Fair

Nürnberg, Germany, 26. – 28.5.2009

These Terms and Conditions of Participation are applicable for the use of exhibition space by the exhibitors of SENSOR+TEST 2009, as authorized by the AMA Service GmbH.

1. Application

Applications for stand space must be made to the AMA Service GmbH by completing and signing, legally binding, the enclosed application form in recognition of the Terms and Conditions set forth for this exhibition and in accordance with the Technical Regulations (Exhibitor Info Manual).

For automatic processing purposes, application information will be kept on file and, if necessary, divulged to third parties for contract fulfillment.

Special conditions and privileges cannot be granted. Every endeavour will be made to meet requests for specific sites, but such requests cannot be recognized as a condition for participation.

2. Admission

Only those manufacturers and importers whose products correspond with the theme of this event are permitted to the exhibition. After a hearing by the SENSOR+TEST Boards, it will be the sole decision of the organiser which exhibitors and what exhibits to admit. There is no legal claim to admission.

The admission will be confirmed in writing and is not transferrable. Upon dispatch of this confirmation, the contract between exhibitor and organiser will be concluded.

The organiser may without notice revoke the Admission to Exhibit if the exhibitor has made false statements prior to the conclusion of contract or if the conditions prerequisite to the Admission to Exhibit have changed or are no longer applicable.

The organiser may also revoke the Admission to Exhibit if the exhibitor fails to meet his financial obligations resulting from this contract, e.g. failure to pay within 10 calendar days of payment due date, or if the exhibitor fails to observe the technical guidelines or fails to meet other conditions stated in these Conditions of Participation which warrant the revocation of the Admission to Exhibit. In this case, the exhibitor will pay a cancellation fee of 25% of the original rental fee to cover processing expenses. If the stand cannot be re-rented at all, the exhibitor must pay the total rental costs.

Objections regarding the Admission to Exhibit must be submitted in writing to the organiser within eight days of its receipt. Later objections or complaints will not be acknowledged nor heeded.

3. Stand Assignment

Stands are assigned by the organiser taking special requests of exhibitors in consideration, where possible. Stand assignment is based upon the date by which the application has been received.

A slight reduction in stand size due to technical reasons does not entitle the exhibitor to a reduction in rental fee.

If for reasons beyond the control of the organiser, the allocated space is not available, an equivalent site shall be assigned to the exhibitor. In this case, the exhibitor may cancel the contract, in writing, within three days of receipt of the notification. A full refund of the rental fee may be claimed. No claims for damages may be made. This provision does not apply if said site is moved within a few meters in the same row.

The organiser reserves the right to relocate entrance and exit doors in the halls, as well as passageways and emergency exits, should this become urgently necessary.

4. Stand Size

The basic stand unit is 9 m². Smaller stand areas may be allocated if such areas result during floor space planning.

5. Floor Space Rental

The base rental fee for floor space is EUR 193.50/m² (EUR 174.15/m² for AMA Members) plus legal tax valid at the time of the event for bookings by October 31, 2008.

For bookings after November 1, 2008 the base rental fee is EUR 215.-/m² (EUR 193.50/m² for AMA Members) plus legal tax valid at the time of the event.

Precondition for the grant of the AMA discount is the membership throughout the whole year 2009.

Surcharges will be applied to this base rental fee for stands with more than one open side as follows:

10% for corner stands (2 sides open)

15% for head stands (3 sides open)

20% for block stands (4 sides open)

Calculation of the base rental fee is based upon the type of usage of the floor space, i.e., if four stands marked as corner stands on the floor plan will be used as block stands, calculation for block stands will be applied.

The prices do not include stand partition walls.

6. Surcharges

1. A fee of EUR 0.60 net per m² of stand space in exhibition halls is charged and remitted to AUMA (Association of the German Trade Fair Industry).

2. Together with the base rental fee each direct exhibitor will be invoiced with a media flat rate in the amount of EUR 180,- plus legal VAT valid at the time of the event.

This media flat rate includes:

- letter stickers (without stand number)
- 200 invitation cards for the exhibition
- 3 exhibitor passes (see Point 22) and the full entry in the print and in the online catalogue of SENSOR+TEST 2009 with ...
- company plus email address
- internet address plus direct link to the company homepage
- 3 lines product entry
- 3 product group entries

The media flat rate can also be ordered for co-exhibitors (see application form for co-exhibitors).

Additional services for direct exhibitors for every 10 m² or part thereof if stands have a size of at least 30 m²:

- 1 line product entry in the print and the online catalogue
- 1 product group entry in the print and the online catalogue
- 2 exhibitor passes (see Point 22)

There will be no refund if any parts of the media flat rate are not utilised.

7. Payment for Services

The organiser is entitled to request advance payment for services (additional catalogue and nomenclature entries, catalogue ads, media boxes, etc.).

8. Value-Added Tax

All prices mentioned in these Terms and Conditions of participation are strictly net and are subject to value-added tax, which shall be payable at the current rate prevailing at the time of the event.

Important for foreign exhibitors: Foreign companies and businesses can reclaim the value-added tax by applying to the Federal Office for Finances (Bundesamt für Finanzen) if the legislative requirements have been fulfilled and the application is made within the time limit.

9. Subleasing and Co-Exhibitors

The exhibitor must acquire the organiser's approval prior to letting third parties occupy partially or entirely the stand assigned to him. Products or companies not listed in the admission papers may not be advertised on the stand.

Requests for admission of a co-exhibitor must be made in writing. They are charged a co-exhibitor fee of EUR 180.- plus legal tax valid at the time of the event (MwSt = VAT), payable to the organiser. Upon payment of this fee, the co-exhibitor's name and address will be listed in the catalogue, providing this information is listed on a form to be forwarded at a later date at the time of printing or if the media flat rate (see Point 6) was booked.

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The lessee of the stand shall always remain debtor of the co-exhibitor fee. The co-exhibitor is subjected to the same conditions as the main exhibitor.

If a co-exhibitor is brought in without approval, the organiser has the right to revoke the Admission to Exhibit without notice, to have the stand removed at the exhibitor's cost and to exercise rights according to Point 2, Paragraph 4 of these Conditions of Participation.

If two or more exhibitors apply for and are assigned to a mutual stand, each individual exhibitor will be liable to the organiser as a general debtor for joint and several liability. These companies are to list a common representative on the application form. This representative, solely, will obtain all of the information material for the event.

10. Terms of Payment

The invoice for floor space rental charges will be forwarded to the exhibitor along with the admission and stand assignment.

Complaints must be submitted, in writing, within 8 days of receipt of the invoice. Objections raised at a later date will not be recognized.

Payment Due Dates

1. A deposit of 50% of the floor rental charges is due and must be submitted within 30 days of receipt of the invoice/admission.
2. The balance of this invoice is due and must be submitted by February 26, 2009.

Invoices rendered after February 26, 2009, are due upon receipt, immediately. Payments received after the due dates will be considered in default.

Adherence to the payment plan listed above is a prerequisite for catalogue listing and exhibitors' passes, as well as occupation of the assigned stand site.

All payments are to be submitted in full without deductions of any kind, in EURO.

Default of Payment

The organiser reserves the right to charge default interest on delayed payments.

The organiser has the right to revoke the Admission to Exhibit and/or to withdraw from these Conditions of Participation if the exhibitor is in arrears with his financial obligations and if these obligations have not been met after a payment respite of 10 days. Furthermore, the organiser may claim damages in such a case according to Point 2, Paragraph 4 of these Conditions of Participation.

11. Cancellation

Upon submission of the binding application or upon issue of the Admission to Exhibit, the exhibitor may only withdraw from the rental contract with the express written consent of the organiser. This also applies to a partial withdrawal from the exhibition, e.g. by a reduction of the stand area. A possible consent is entirely at the discretion of the organiser and will only be granted in exceptional cases.

If such a withdrawal comes into effect, the organiser is entitled to damages from the exhibitor as follows:

Upon receipt of the declaration of withdrawal...

... on or before October 31, 2008:

25% of the entire rental fee for floor space,

... as of November 1, 2008:

50% of the entire rental fee for floor space,

... as of January 1, 2009:

100% of the entire rental fee for floor space.

All cancellations must be made in writing and are legitimate only after the organiser's written acceptance.

Should an exhibitor cancel the space assigned to him and should it be possible to re-rent the space (not by re-siting another stand), a cancellation fee of 25% of the entire floor space rental will be charged to the exhibitor originally assigned to the stand, plus applicable legal tax.

If the organiser is not able to rent out an unoccupied stand or stand area, he has the right to allocate such a stand or stand area to another exhibitor. Such an allocation may not be construed as a new rental and the original exhibitor does not have the right to reduce the agreed stand rent.

Should a co-exhibitor fail to participate, the co-exhibitor's fee shall be payable in full.

Upon institution of bankruptcy or settlement proceedings on the assets of the exhibitor, the organiser observes the right to cancel the contract without further notice. The exhibitor is obliged to notify the organiser of these proceedings immediately. Conditions outlined under Article 2 apply.

12. Special Provisions

Should unforeseen events that are beyond the control of the organiser make it impossible to run the event as originally planned, the organiser is entitled to postpone partially or entirely, to cancel, to extend or to curtail the event. Such decisions, however, must be made in conjunction with the respective boards or committees of the event.

In cases of force majeure, exhibitors are not entitled to claim any damages nor may they cancel their contracts.

13. Exhibits

Only those products listed in the nomenclature, i.e. approved by the organiser may be exhibited. The organiser reserves the right to remove products which do not bear this approval at the cost of the exhibitor. Tools used for demonstrations, such as burners (e.g. welding torches), induction and radiation heating devices, infrared radiators, lasers and similar equipment must be kept out of reach of unauthorized persons at all times. Transparent protective covers are permitted.

Exhibits admitted to the exhibition may not be removed from the stand during the entire exhibition period.

14. Operation of Exhibition Stands

The stand must be adequately staffed and open to visitors during the opening hours of the event.

Exhibitors, co-exhibitors and their staff have no right of access to other stands outside of official opening hours, unless authorized by the respective stand exhibitors.

15. Technical Services

The organiser will be responsible for the general lighting, heating and cooling systems.

The installation costs of water, electricity, gas and air pressure supply for the individual stands, as well as the water and power consumption and all other services will be invoiced separately to the exhibitors (main lessee of the stand).

All installations are to be performed by contractors named by the organiser, solely. Installation work inside the assigned stand may be performed by an outside contractor who must be named upon the organiser's request. The exhibitor will be liable for damages caused by this installation. The organiser is not liable for damage caused by installation work. The exhibitor will be liable for all damages resulting from unauthorized connections, devices and machines. These may be removed at the cost of the respective exhibitor (main lessee of the stand). The organiser is not liable for any losses or damages resulting from power supply faults or electrical interference.

16. Stand Design

To ensure a good overall impression, a standard scheme for stand build-up and design has been devised by the organiser. The specifications are contained in the Technical Regulations which are binding for exhibitors and stand contractors, and which are an integral part of the contract.

The stand construction work undertaken by the exhibitor shall be conform to the statutory requirements and with the regulations laid down by the local authorities.

Equipment, appearance and design of the stands as well as the assembly are up to the exhibitors.

The maximum permissible stand height at all stand boundaries is 3.50 metres. A greater stand height must be co-ordinated with and approved by the organiser. To this end, a drawing of the stand must be submitted to the organiser no later than March 26, 2009.

Excess of the permitted stand height or of the allocated floor space is not permitted. This also applies to parts of the stand (such as towers, cubic devices, spotlights, etc.) and to exhibits or parts of exhibits. In case of infringement, the organiser is entitled to have the stand dismantled at the cost of the exhibitor.

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Stand partition walls higher than 2.50 m must be decorated on the back side if they are visible from the neighbouring stand, and no cables must be in full view.

Solid roof/ceiling sections are not permitted for fire hazard reasons. Exhibits must be displayed at the stand during the entire time the event is open for visitors.

Own stand construction

Exhibitors who wish to construct their own stand are required to submit the site plan, contractor's name and address to the organiser for approval. This information must be submitted by March 26, 2009 for approval.

17. Water connections

A water connection can only be provided if a water supply facility is located within the rented area. The water supply facilities are shafts accessed through the hall floor. Fresh and waste water hoses are connected here to run along the floor to the desired positions.

18. Cleaning

The organiser is responsible for the cleaning of the halls and hallways. The exhibitor is responsible for the cleaning of his stand. Unless he has the stand cleaned by his own staff, only maintenance companies designated by the organiser may be hired to perform the cleaning. Cleaning must be accomplished daily prior to opening hours.

19. Security

The organiser is responsible for the general security arrangements of the exhibition grounds and halls. Patrolling will start on the first day of stand assembly and will end with the last day of stand dismantling. The responsibility for the general security by the organiser does not affect its exemption from liability for damage to property and personal injury.

The organiser is not liable for any loss or damage.

The exhibitor is responsible for the guarding of his stand at all times, to include assembly and dismantling phases. Stand guarding may be assigned to a guarding company specified by the organiser.

It is herewith expressly stated that there is an increased risk of loss or damage to exhibition wares during stand assembly and dismantling phases. Easily portable and valuable exhibition wares should be locked up overnight.

20. Promotional Activities

Publicity shall be confined to exhibition related products and shall not be offensive or in breach of statutory regulations, nor shall it be of an ideological or political nature. The organiser reserves the right to prohibit the distribution and display of such advertising matter, and to confiscate the entire supply for the remainder of the event.

Printed advertising matters and advertising objects may only be displayed or distributed within the rented stand area. Publicity and other promotional activities outside of the assigned stand boundaries are not permitted.

Optical, mobile and acoustic publicity aids are permitted, providing they do not disturb neighbouring exhibitors. The organiser may intervene if this regulation is infringed upon and demand modifications. Revolving towers may only be installed at the centre of the stand. They may not cast a shadow on the adjacent stands nor may they cause a disturbance.

Advertising and/or demonstrations causing exhaust fumes, vibration, dirt or dust and which will cause for reasons here not specified a considerable hazard or impairment to the event or its participants are not permitted.

Musical performances of any kind, including bands, require prior approval.

21. Exhibition Catalogue

The organiser is the publisher of the catalogue for SENSOR+TEST 2009. In due course exhibitors will be informed of the entry and advertising details.

Only main exhibitors are authorized to advertise in the catalogue.

22. Exhibitor passes

The number of exhibitor passes depends on the stand size:

< 30 m² = 3; 30-39 m² = 5; 40-49 m² = 7; 50-59 m² = 9;
60-69 m² = 11; 70-79 m² = 13; 80-89 m² = 15; 90-99 m² = 17;
100-109 m² = 19 etc.

23. Assembly and Dismantling

No stand may be dismantled or removed partially or entirely before the event is officially terminated.

Assembly and dismantling times will be announced in the Exhibitors Info Manual.

The exhibits and, if applicable, the stands themselves must be dismantled and removed from the exhibition centre by Saturday, May 30, 2009, at 12.00 hrs., at the very latest. Failure to comply will result in considerable additional charges to the respective exhibitor.

24. Domestic Authority

The organiser shall have full authority within the exhibition complex, in the exhibition and congress halls as well as the access drives, for the entire duration of the event. This includes assembly and dismantling phases.

Animals are not permitted on the exhibition complex at any time.

The organiser is entitled to have photographs and films made of the exhibition, stands and exhibits and to use these for advertising purposes or press releases without the possibility of exhibitors raising any objections for any reason whatsoever.

25. Terms of Limitation

All claims by the exhibitor against the organiser must be made within six months. This term of limitation starts with the last day of the event. Claims made thereafter will not be valid.

26. Insurance and Liability Exemption

The organiser does not undertake to safeguard exhibits or stand equipment and expressly declines all liability for any loss or damage. This exemption from liability is in no way impaired by the special security measures taken by the organiser.

Exhibitors are recommended to take out a liability insurance to cover theft and damage to exhibits and stand equipment at their own cost. The exhibitor is liable for damages caused by third parties which he has contracted.

Responsibility of the organiser shall be, in any case, confined to direct damages to property that are willful or attributable to gross negligence.

27. Circulars

Upon stand allocations, all exhibitors will be notified by circular letters of further details pertinent to the preparation and execution of the event.

28. Verbal Agreements

All verbal agreements, individual approvals and special arrangements require the organiser's written approval.

An agreement to diverge from the provision to submit requests, objections or other statements regarding these Conditions of Participation must be agreed upon in writing.

29. Final provisions

Place of performance and jurisdiction will be the legal domicile of the organiser.

This also applies to claims of the parties to this contract in regard to legal dunning proceedings.

Should any of the aforementioned clauses, conditions or articles be void or invalid, no other clauses, conditions or articles shall be affected thereby.

Should any provisions of these Conditions of Participation be void or invalid, recognizably intended provisions, which could have been legally agreed upon, shall be valid instead.

The original German text of the Terms and Conditions of Participation is binding. The law of the Federal Republic of Germany is applicable.

Organiser

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