

Please return by February 8, 2013

# 2<sup>nd</sup> International Conference on Materials for Energy

12 - 16 May 2013 • Convention Center Karlsruhe • Germany

# **STAND APPLICATION / EXHIBITION**

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Please keep one o	copy for your files and retu		lefax: +49 (0)69 75 64-273 mail: steinert@dechema.c	de (	DECHEMA e.V. Postfach 15 01 04 60061 Frankfurt am Main

Privacy: For the purpose of automatic processing, DECHEMA is entitled to collect and circulate personal information of the exhibitor provided with the application form.

If you don't want to receive further information from DECHEMA e.V. in the future, you can revoke the usage your data by DECHEMA e.V. at any time. For such an issue please utilize the e-mail bdsb@dechema.de.

# 2<sup>nd</sup> International Conference on Materials for Energy

# General Terms and Conditions of Participation

#### 1. Event

2<sup>nd</sup> International Conference on Materials for Energy 12 - 16 May 2013, Convention Center Karlsruhe Exhibition

#### Organiser

DECHEMA Gesellschaft für Chemische Technik und Biotechnologie e.V. hereinafter called 'DECHEMA' Postfach 150104 60061 Frankfurt am Main GERMANY

Chief Executive: Prof. Dr. Kurt Wagemann Exhibition Management: Dr. Andreas Förster Technical Organisation of Exhibition: Gabriele Steinert

#### Venue

Kongresszentrum Karlsruhe Stadthalle Festplatz 9 76137 Karlsruhe

#### 4. Participants

All companies offering services or products which can be related to the prof le described in the 'Call for Papers'.

## 5. Application, Approval, Allocation

On returning the completed and signed form 'Stand Application' the exhibitor is legally committed to participation in International Conference on Materials for Energy. Any reservations and conditions added to this application are not legally binding. The rental contract is legally binding when the stand rent is invoiced. When allocating the exhibition stands DECHEMA will endeavour to take account of any wishes expressed by the exhibitor but will have to allocate on the basis of technical requirements of the exhibiton. The exhibitor has no title for a specific position or size of the exhibition stand. DECHEMA is entitled to allocate a different stand to the exhibitor even after a stand has been allocated. If the stand is fundamentally different to the wishes expressed by the exhibitor, the stand allocation will be binding if DECHEMA receives no written objection from the exhibitor within two weeks after the date of allocation. Changes of allocated stands or changes to the stands themselves do not entitle the exhibitor to claim against DECHEMA for compensation.

# 6. Rental Charges, Conditions of Payment

The rent for stands with stand equipment is € 325.-- / m² of conf rmed exhibition area plus statutory VAT; the minimum stand size is 6 m<sup>2</sup>. The rental payment shall be due on April 10, 2013. All amounts are to be paid into one of the accounts listed on the invoice. In case of foreign currency payments, any exchange rate differences or costs which arise shall be borne by the exhibitor. If the exhibitor defaults payment, DECHEMA is entitled, as lump sum compensation for delayed payment, to invoice the arrears to the level of 2% above the respective reference rate of the European Central Bank. If the exhibitor is more than 30 days in arrears, DECHEMA is entitled to dispose of the stand without need of further notice. In this case claims for compensation on the part of the exhibitor are ruled out. DECHEMA reserves the right to assert its own claims for compensation. DECHEMA, for potential claims against the exhibitor or co-exhibitor, has a security right over items of the exhibitor on the exhibition stand. DECHEMA may charge the exhibitor for any costs due to safekeeping of the items subject to the lien. DECHEMA shall be liable only for gross negligence and intent for any damage to such items.

#### 7. Services rendered by DECHEMA

The rental fee comprises the following:

- 1) Stand space
- 2) Partition walls in modular construction (white, height 2.50 m)
- 2a) Carpet (colour grey)
- 2b) Fascia name plate with company name (Helvetica)
- 2c) 1 socket (230 V), max 3.0 kW

- 2d) Spotlights
- 2e) 1 high table (colour white)
- 2f) 3 bar stools (colour black)
- 2g) 1 counter (lockable)
- Exhibitor's address details, the company logo and a company prole listed on the corresponding website www.dechema.de/enmat2013 and in the lecture programme
- 4) 2 Exhibitor passes which are also valid for the conference Non-use of the services covered by the rent does not entitle the exhibitor to a reduction of the rent.

#### 8. Co-exhibitors

Exhibitors who intend to sublet their stand are obliged to state the names and addresses of the co-exhibitors on the registration. The written consent of DECHEMA is required for the admission of co-exhibitors. An admission fee of € 940.-- will be charged for each co-exhibitor. Exhibitor and co-exhibitor are jointly and separately liable for the fee. Co-exhibitors shall, with the exception of items 1 and 2, beneft from the same services as the principal exhibitor.

## 9. Cancellation of Contract

If an exhibitor withdraws from the contract, DECHEMA is entitled to claim lump-sum compensation from the exhibitor. The amount of compensation shall be determined by the time of cancellation and shall amount to:

- 50% of the stand rent after dispatch of the invoice and before the outstanding rent is due (April 10, 2013)
- the total stand rent after the rent has become due (April 10, 2013).
   This also applies analogously to a reduction in stand area. The decisive criterion is the date of receipt of the withdrawal declaration at DECHEMA

If DECHEMA cancels the contract for reasons of default stand payment, the aforementioned values and times shall apply for the amount of lump-sum for compensation. The decisive criterion is the date on which the exhibitor falls into arrears.

The exhibitor shall have the possibility to prove that DECHEMA either has no loss or a loss that is lower than the lump sums.

Shall a co-exhibitor cancel his participation the admission fee will be forfeited

# 10. Obligation of Acceptance

For the duration of the contract, the exhibitor is obliged to use the stand in accordance with the Conditions of Participation and ensure that the stand remains sufficiently manned during the opening hours of the event.

### 11. General Stand Construction

DECHEMA shall be responsible for the overall design of the exhibition. DECHEMA provides the stand construction as described in item 7. The design and assembly of the stands are subject to the Technical Regulations, valid legislation, safety regulations and off cial provisions. The requirements and approval procedure are detailed in the Exhibitor Manual which will be provided to the exhibitor and will form part of the present Conditions of Participation. In general, stand design and demonstrations of all kinds shall be carried out in such a manner that they do not interfere with or disturb other exhibitors or visitors. Decorations must be in line with the technical character of the event. The exhibitor is fully responsible and accountable for the safety of exhibits and structures.

Stand structures that are included in the stand rental have a height of 2.50 m. All additional stand structures, lighting and graphic displays exceeding the height of 2.50 m are subject to approval of DECHEMA. Above a height of 2.50 m the stand walls facing adjoining stands must be kept neutral, white and clean. The area of cabins may not exceed 50 % of the total stand area.

At the end of the exhibition the stand must be returned in the same condition in which it was taken over. The exhibitor shall be liable for damages caused by himself or his agents to the halls, stands and stand f ttings he obtained on rental basis.

## 12. Set-up, Dismantling

The assembly will be on May 12, 2013. The dismantling shall begin directly after the end of the exhibition on May 16, 2013 and must be f nished at 8.00 pm. Any exhibits or materials which remain on the stand

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after the expiration of the dismantling deadline may be removed and stored at the exhibitor's expense.

# 13. Exhibits, Audiovisual Media, Performances and Visitor Information

Particularly large (more than 2.50 m height) and heavy exhibits (max. load bearing capacity on ground f oor 500 kg /m²) as well as exhibits shown in operation, audio visual installations and performances are subject to the approval of DECHEMA. The noise level must not exceed 70 db (A), measured from the edge of the aisle. All exhibits shall comply with the usual international safety provisions. The handling of inf ammable solvents and gases shall be prohibited. Live animals may not be exhibited.

Performances are only permitted to give information related to the characteristics and functions of exhibits. Visitor information and visitor surveys by the exhibitor shall only be provided inside the exhibition stand. Only factual visitor information, which explains the functioning of the exhibits and the related processes, is admitted. Retail sales on exhibition stands are prohibited.

If the above conditions are not met, DECHEMA has the right to ban the use of such equipment. The exhibitor has no right to claim for any compensation.

#### 14. Publications

DECHEMA will publish an internet presentation that lists each exhibitor with address, company logo and product range. The basic entry (max. 200 characters) which shall be based on data supplied by the exhibitor is free of charge.

DECHEMA will not be liable for errors.

#### 15. Liability and Insurance

The exhibitor is liable for all losses, including damage to buildings and exhibition installations, that the exhibitor, its employees, its agents or auxiliary staff inf ict on others within the context of the exhibition. DECHEMA may claim against the exhibitor for release if a third party claims against DECHEMA for reasons the exhibitor has caused culpably. In particular, the exhibitor shall release DECHEMA from any obligation to third parties arising from an intellectual property infringement by the exhibitor.

It is the responsibility of the exhibitor to provide sufficient insurance protection for himself and his staff.

DECHEMA is liable to the exhibitor only for damages caused by gross negligence or intent on the part of its employees. One particular exclusion from liability is that of damage occurring by f re, water, explosion, storm or force majeure, or by violent assault, theft, breaking and entry, failure of supply systems and similar causes, provided they are not attributable to gross negligence or intent of DECHEMA, its agencies or employees. This applies to damage caused by the public as well.

When there is reason for liability on the part of DECHEMA, the level of liability to the exhibitors who are engaged in commerce is limited to types of damage ordinarily occurring in the course of exhibitions or congresses. DECHEMA accepts no liability for damage that is either not typical of such contracts or cannot be foreseen.

DECHEMA shall naturally not be liable for any losses incurred.

## 16. Enforcement of Claims

The exhibitor shall be charged in full for any equipment or services ordered but not used. An order can only be cancelled free of charge if the service has not yet – not even partly – been provided. The same applies analogously to changes to orders. DECHEMA must be notif ed in writing of poor service, or failure to provide a particular service, by 11 May 2013. Complaints f led by the exhibitor after this date cannot be taken into account for invoicing purposes.

### Patents, Copyrights and other Property Rights, Visual and Sound Recordings

Each exhibitor shall observe intellectual property rights and shall omit infringements.

DECHEMA is not liable to exhibitors for third party violation of patents, copyrights and other commercial property rights in connection with the exhibition. The exhibitor shall indemnify DECHEMA against all claims asserted by third parties against DECHEMA as a

result of alleged violation of patent rights, copyrights or other rights. DECHEMA is entitled but not committed to enjoin intellectual property right infringements. For this action it is sufficient that intellectual property right infringement is creditably reported to DECHEMA. All equipment suitable for making photographs or f lms is prohibited throughout the exhibition hall. The exhibitor accepts that DECHEMA has the right to take photographs, make f lm or video recordings during the event, and that DECHEMA may use these for its own information purposes.

## 18. Reservations

Statutory rules, provisions and regulations of German Law and the convention center shall prevail over these General Terms and Conditions of Participation. To the extent that the General Terms and Conditions of Participation deviate from the statutory rules and provisions, the exhibitors shall have no right of recourse to DECHEMA. Should DECHEMA not be able to hold the event as a result of unforeseen circumstances or an insuff cient number of participants, the exhibitors will be informed immediately. DECHEMA will then charge for services provided up to this time as well as for special services that have already been ordered, in the amount of the costs incurred. DECHEMA's claim to the agreed stand rent shall no longer apply. Should DECHEMA be forced to cancel or curtail the commenced event for reasons of force majeure, the exhibitor shall have no claim to a refund or waiving of the stand rent.

#### 19. Data Protection

For the purpose of automatic processing, DECHEMA is entitled to collect and circulate personal information of the exhibitor provided with the application form.

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### 20. Other Legal Matters and Concluding Provisions

DECHEMA is entitled to give immediate notice of termination of the contract

if presentation of a judicial decision proves that the exhibitor violates the provisions of patent, free trade or other laws as a result of the nature of his display or exhibits;

if, despite DECHEMA's demand, the exhibitor fails immediately to redress violations of the Conditions of Participation;

if the exhibitor persistently disrupts the procedure of the exhibition or the keeping of peace.

After giving notice of termination, DECHEMA may close the exhibitors' stand and have it dismantled at the exhibitors' cost. No claim exists on the part of the exhibitor to reimbursement of any payments he has made.

Stipulations differing from or supplementing these Conditions of Participation must be submitted in writing to become effective. This also applies to the rescinding of the requirement to put them in writing. During the event, including the assembly and dismantling periods, the exhibitor is subject to the domiciliary rights of DECHEMA on the entire site.

Should one or more provisions of these Conditions of Participation be inoperative or unfeasible, the validity of the other provisions will not be affected. In lieu of inoperative or unfeasible provisions or to supplement an incomplete provision, a suitable ruling appropriate to the meaning and purpose of this contract shall apply.

#### 21. Applicable Law and Jurisdiction

This agreement is governed by the laws of the Federal Republic of Germany

Jurisdiction for all claims arising from or on basis of this agreement is Frankfurt am Main/Germany.

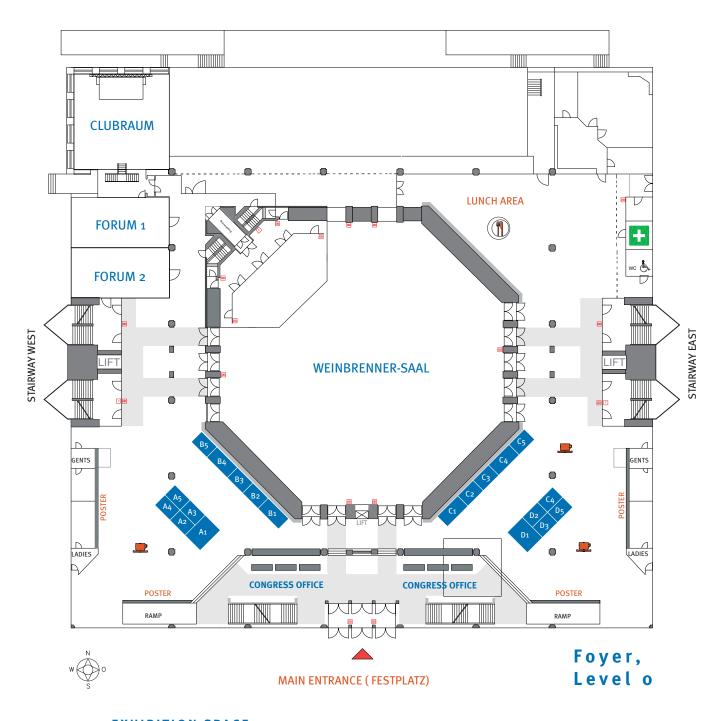
Frankfurt am Main, November 2012

## **DECHEMA**

Gesellschaft für Chemische Technik und Biotechnologie e.V.

# CONGRESS CENTER KARLSRUHE, STADTHALLE

2<sup>nd</sup> International Conference on Materials for Energy 12.05.2013 - 16.05.2013



**EXHIBITION SPACE** 

The size of stand space is variable