

# Reply

(Please send it to <u>stefan.steinacker@composites-united.com</u>)

Sender:				
Salutation	:			
Title First Name Name	:			
Company/Institut	:			
Street & Number	:			
Postal Code & City	:			
E-Mail	:			
Application:				
Participation in the joint booth of Composites United e.V. within the JEC World Composites Show (0507.03.2023) in Paris				
Yes, we hereby bindingly register our company/institute for the joint stand of Composites United at the conditions stated.  We have taken note of the attached conditions of participation and accept them.				
We use for our company/institute:				
Participation Offer 1 Display of brochures including logo image 750 €/netto				
Participation Offer 2 Full-Service-Package				
Single Booth (approx. 6m² own & approx. 75m² shared area)				
Members 9.990 €/netto, Non-Members 12.490€/netto				
Booth Number 30 (approx. 9m² own & approx. 75m² shared area)				
Members 14.760 €/netto, Non-Members 18.460 €/netto				



	Double Booth (app	rox. 12m² own and approx. 75m² shared area)	
Members 19.700 €/netto, Non-Members 24.620 €/netto			
	Booth on corner (+1	10% on stand fee)	
Preferred B	ooth No:	(Please name your preferred booth number)	
Place	 Date	Company stamp / Signature	

## **Conditions of participation for Composites United joint stands**

## 1. Organizer

- 1.1 Composites United e.V. (hereafter referred to as CU) is responsible for the technical and organizational implementation on behalf of the exhibiting members of the association on joint stands. It acts in its own name and is the organizer of the CU joint stands.
- 1.2 A joint stand is created if there is sufficient interest on the part of the members of the association for the offered participation in the trade fair.

## 2. Registration and admission

- 2.1 Only members of CU are entitled to register for participation in joint stands. The Association reserves the right to admit non-members to the joint stand at other conditions if the number of members is low.
- 2.2 Minimum exhibition space (stand size), participation fees and registration deadline are determined individually for each trade fair.
- 2.3 Registration for participation is effected by timely receipt of the legally binding signed registration form by CU, acknowledging these "Conditions of Participation". Conditions and reservations at the time of registration are not permitted and shall be deemed not to have been made.
- 2.4 The applicant shall be admitted if
  - the application is in accordance with the available exhibition space,
  - the applicant provided that he fulfils the requirements specified in these "Conditions of Participation",
  - the applicant provided that his exhibits and the design concept of his stand space correspond to the overall framework and the overall concept of the CU joint stand.
- 2.5 Members who have not fulfilled their financial obligations from previous events can be excluded from participation.
- 2.6 The contract between CU and the co-exhibitor is only considered to be concluded when CU has sent the admission for the joint stand to the co-exhibitor.
- 2.7 After admission, the co-exhibitors will be sent a stand area plan including layout, from which the position of the respective booked stand space can be seen. One stand segment corresponds to a share of the area including use of the common areas. For any dimensional differences and resulting minor differences between planned and actual size of the stand is CU not liable.
- 2.8 Should CU be forced to move individual stands or to convert and rebuild them or to relocate or change the outputs after having sent the plan, no claims against CU be asserted.
- 2.9 CU has the right to revoke the admission if information has been granted or the approval requirements subsequently cease to apply.

#### 3. Sub-exhibitor

- 3.1 The stand space is generally only handed over to one contractual partner as a whole. This partner is only entitled to take a previously named sub-exhibitor into his stand area by the prior written consent of CU. Every sub-exhibitor is subject to the same provisions as the co-exhibitor.
- 3.2 Each Co-Exhibitor undertakes to incorporate these Conditions of Participation in any contracts with sub-exhibitors.
- 3.3 Sub-exhibitors are not permitted to include further sub-exhibitors in their stand area.
- 3.4 The co-exhibitor shall be liable for the fault of his sub-exhibitors and their vicarious agents. The same applies to vicarious agents. Co-exhibitors and their sub-exhibitors are liable to CU as joint and several debtors.

## 4. Participation fees / terms of payment

- 4.1 50 percent of the participation fee is paid to the co-exhibitor by CU before the event and 50 percent after the end of the event and is immediately due for payment.
- 4.2 CU may deviate from this percentage distribution in individual cases if special circumstances require this. Special circumstances within the meaning of this clause are in particular payments to be made by CU to third parties in advance of an event, payments for comparable services in previous years by at least 20 %. A deviation of the percentage distribution must be submitted to the coexhibitor at least two weeks before Invoicing in writing and with reasons.
- 4.3 CU may transfer the invoicing and the collection of the participation fees to external service providers.
- 4.4 All special costs (additional graphic design services, extended exhibition equipment, etc.) shall be borne by the usually directly at the expense of the co-exhibitor.
- 4.5 All amounts invoiced by CU are, unless otherwise stated separately, net amounts.

## 5. Assignment, set-off, right of retention

The assignment of claims against CU, the set-off against the participation fee and the assertion of any right of retention are excluded.

## 6. Services

The CU generally provides the following services from the participation contributions:

- ➤ Stand planning
- ➤ Stand construction
- > Organizational handling of the trade fair participation
- > Stand fees to trade fair organizers
- ➤ Power at every workstation
- ➤ Furniture: 1 meeting table optionally with a monitor (additional costs for co-exhibitor) for allusion via USB stick, 2 or 4 (depending on trade fair/stand area) bar stools, DIN A4 brochure holder and DIN A4 compartments (depending on the size of the stand booked) on the Common areas,

- ➤ Logo presentation with costs for each exhibitor (The association reserves the right to Logo presentation to be adjusted according to the stand concept. The exhibitors will be presented in the informed in advance).
- > Additional meeting area for customer and cooperation talks
- > Lockable lockers for valuables
- ➤ Cabin use for storage of small quantities of brochures/advertising material
- ➤ Catering (coffee, cold drinks, snacks etc.)
- ➤ Catering by CU employees or hostesses
- ➤ Stand security
- Energy, compressed air, water costs (for larger exhibits with increased/extended power, compressed air or water requirements, bears the issuing company/institute/association the additional costs, either completely or according to Consultation with the CU on a part)
- > Stand cleaning
- ➤ Marketing Services

#### 7. Withdrawal

- 7.1 CU is entitled to withdraw from the agreement if an application is made for the opening of insolvency, composition or bankruptcy proceedings on the assets of the exhibitor; the co-exhibitor must inform CU of this immediately.
- 7.2 The withdrawal by the co-exhibitor is possible at any time until the admission by CU.
- 7.3 After the admission except in the cases mentioned in section 13.2 a withdrawal or a reduction of the stand space by the Exhibitor is no longer possible. If the Exhibitor renounces to occupy the stand space sent to him, he must pay the entire participation fee, unless the space can be rented or returned by CU to another party. The use or other use of unoccupied space by CU to maintain the overall impression of the joint stand does not release the Exhibitor from its obligation to pay.
- 7.4 Withdrawal by the Co-exhibitor (No. 7.2) or renouncement of the allocated stand space (No. 7.3) only becomes effective upon receipt of the declaration by CU.
- 7.5 All declarations required under Sections 7.1 to 7.4 must be made in writing.

## 8. Transport, installation and dismantling of the exhibition goods

The transport of the exhibition goods to the common exhibition site and back, the storage of empties, the use of lifting and conveying systems, the use of personnel for the insertion and removal of unpacking, setting up and dismantling the exhibits, repacking and other related activities are basically matters for the exhibitor. The liability of CU for this is excluded.

#### 9. Customs guarantee declaration

In the event that from an official representation of the Federal Republic of Germany abroad an reexport guarantee declaration for imported exhibition goods of the exhibitors is submitted instead of a required security deposit, the Co-exhibitor shall be liable directly to the Federal Government if exhibited products are not or not in time and/or not completely executed after the end of the event.

## 10. Insurance and liability

- 10.1 The insurance of the exhibition goods against all risks of transport and during event, in particular against damage, theft, etc., is generally affair of the co-exhibitor.
- 10.2 The Co-Exhibitor shall be liable for all damage caused to third parties by his participation in the exhibition, including damage caused to buildings and other on the exhibition grounds and on the exhibition grounds and its facilities arise.
- 10.3 CU is in no case liable for personal injury, property damage or other financial losses. It is also not liable for damage to the exhibits and their theft, even if in individual cases the decoration was taken over. The liability for intent and gross negligence for Employees of the CU remain unaffected by this. The co-exhibitor also provides CU with the acceptance of these "Conditions of Participation" expressly from any possible recourse claims of third parties.

#### 11. Circular letter

- 11.1 The co-exhibitors will be contacted by circular mail after allocation of the stand space and on questions of preparation and realization of the joint exhibition taught.
- 11.2 Any consequences arising from non-compliance with these circulars shall be borne exclusively by the Co-exhibitor to represent themselves.

## 12. Data protection

- 12.1 CU is entitled to use all data required for the correct execution of the event of the co-exhibitor, as well as his sub-exhibitors, which are directly or indirectly necessary for the execution.
- 12.2 CU provides information about the concretely stored data at any time upon request.
- 12.3 Each co-exhibitor or sub-exhibitor has the right at any time to request the deletion of the data stored at CU. This right expressly does not include such Data stored by CU which are a must for the implementation of legal provision.
- 12.4 If a co-exhibitor or sub-exhibitor has been granted such a deletion, the co-exhibitor or sub-exhibitor is liable to the CU for each one of the resulting damages.

## 13. Reservation

- 13.1 Regulations and guidelines of the competent authorities of the Federal Republic of Germany, the countries of the co-exhibitors and the host country, which are not covered by these Conditions of Participation deviations or cause additional restrictions, have priority at all times. CU is not liable for damages and other disadvantages which result for the co-exhibitor.
- 13.2 CU is entitled to postpone, shorten or extend the exhibition participation or and temporarily or permanently and in parts or in whole to especially if unforeseen events require such a measure. The co-exhibitor and his sub-exhibitors have in case of postponement, shortening, extension or closure no right to claim for damages. If the participation as a result of such a measure, not based on force majeure, for the exhibitor is no longer of interest, he may withdraw from the contract.

- 13.3 The withdrawal is to be made in writing to CU immediately after knowledge of the change. In this case, the obligation of the co-exhibitor is subject to 7.3. CU is not liable for damages or other disadvantages caused by the cancellation of the event for the co-exhibitor or his sub-exhibitors. At demand of CU the co-exhibitors are obliged to pay an appropriate share of the costs which incurred in preparing the event. The height of the pro rata amount which every co-exhibitor will be charged will be based on the costs incurred and depending on the booked stand size of the co-exhibitor and shall be determined at reasonable discretion of the CU.
- 13.4 CU reserves the right to combine any payments due according to paragraph 13.3 with payments already made by co-exhibitors.

#### 14. Final provisions

- 14.1 With regard to the scope of services covered by the participation fee it is also referred to the exhibitor boards, which are individually created for each joint trade fair presentation as long as it harmonizes with the booth concept.
- 14.2 If the Co-exhibitor has placed orders with CU or service companies for chargeable services outside of the specified services provided by CU, then hereby he has to bear the costs incurred.
- 14.3 The mutual rights and obligations arising from the contractual relationship are subject to the law of the Federal Republic of Germany.
- 14.4 Place of jurisdiction is Charlottenburg (Berlin, Germany).
- 14.5 All claims of the co-exhibitors or their sub-exhibitors against CU are subject to a statute of limitations within 6 months. The period of limitation begins at the end of the month in which the Closing day of the event falls.
- 14.6 If one of the above terms and conditions is void, the remaining terms and conditions shall apply. These should be interpreted in such a way that the sense and purpose of the conditions of participation be preserved, taking into account the mutual economic interests.
- 14.7 These conditions of participation shall apply exclusively. General Terms and Conditions of the Co-exhibitors or their sub-exhibitors are only valid to the extent that CU has expressly granted them in writing.