



## REGISTRATION FORM

**MD&M West 2017**

**■ FEBRUARY 7-9, 2017**

### ■ Company and address

Company

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Address

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Address Appendix

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Postal code

City

Country

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### ■ Contact person for invoices and trade fair organisation

Name, Surname

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Tel

Fax

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E-Mail

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**■** I would like to participate in the MD&M West, February 7-9, 2017.

IVAM offers the IVAM service package including the following services:

- o Booth space (10 x 10 = 100 square feet)
- o Assembly and disassembly
- o Standard Furniture
- o Carpet
- o 1 Electricity Socket
- o PR and marketing
- o Company profile: immediately online after registration
- o Trade Fair Support

Further furniture and services need to be ordered additionally and will be charged extra.

The total amount will be charged by IVAM. The invoice for the IVAM Service Package will follow soon after registration.



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**MD&M West 2017**

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### Application for IVAM Service package

We book:

<b>IVAM Service package</b>			
IVAM Service Package Fee for 10 x 10 square feet:	6.999,00 €		
Please select:			
	<input type="checkbox"/> 10 x 10 square feet	<input type="checkbox"/> row booth <input type="checkbox"/> corner both	
Corner booth surcharge :	750,00 €		
Fee for co-exhibitors:	550,00 €		
<b>Registration after July 22, 2016 will be charged with a late-booking fee amounting 10% on the total price.</b>			

**Prices for IVAM service package plus 19% VAT. If the exhibitor cancels this contract or fails to take part in the event although he has received his confirmation of participation, no fees will be refunded.**

\_\_\_\_\_  
Name of the undersigned (in block capitals)

\_\_\_\_\_  
Date, legally binding signature and company stamp

Organizer:  
IVAM Service GmbH | Joseph-von-Fraunhofer-Str. 13 |  
44227 Dortmund | Germany  
T +49.231.9742-168 | F: +49.231.9742-150 | info@ivam.de

For registration please contact:  
Ms. Orkide Karasu  
T +49 231 9742 7086 | F +49 231 9742 150 | ok@ivam.de

# Conditions for participation IVAM Service GmbH (called "IVAM" below)



## 1. Subject of the contract

For the duration of the fair IVAM provides exhibition infrastructure and other services for exhibitors on the terms given below.

## 2. Scope of supply and services

2.1 Supplies and services included in the exhibition fee

The supplies and services the exhibitor receives for the respective fair standard units are indicated on the registration form.

2.2. Additional supplies and services

Additional stand equipment and services exceeding the supplies and services listed on the registration form are offered on demand and charged extra and separately.

2.4 Hired objects

All materials and furniture are hired or rented to the exhibitors only for the duration of the event / fair. In case of damage of any hired object, IVAM reserves the right to charge the exhibitor for the subsequently replacement or cleaning.

## 3. Registration

3.1 Registration is made by filling in and returning the registration form. Receipt of the registration is confirmed by IVAM.

3.2 By signing the registration the exhibitor accepts the conditions of participation as binding. The exhibitor has to make sure that the persons he employs at the fair receive the conditions of participation.

3.3 Applicants have no claim to being admitted for participation.

## 4. Conclusion of contract

4.1 The contract between IVAM and the exhibitor is concluded with the transmission of a confirmation of participation by IVAM (under reserve of the right of withdrawal according to paragraph 12.).

4.2 IVAM decides on participation freely and at its own discretion. IVAM is entitled to not admitting individual exhibitors, especially if the available space is exceeded. The same applies to exhibited products. The number of corner booths is limited.

4.3 If the contents of the confirmation of participation deviate from the contents of the exhibitor's registration, the contract is based on the substance of the confirmation of participation unless the exhibitor objects in writing within 2 weeks.

## 5. Stand space allocation

5.1 IVAM allocates the stand space in consideration of the thematic division of the joint pavilion in consideration of the available premises. Exhibitor's requests are considered as far as possible.

5.2 The exhibitor has to accept that at the beginning of the fair the position of the other booths may have changed compared to the position at the time of admittance. Claims for compensation are mutually excluded.

5.3 Neither the change of the allocated stand space with other exhibitors nor a partial nor a complete allocation of the stand space to a third party is permitted without a respective agreement with IVAM.

## 6. Co-exhibitors

6.1 Sharing stand space with another company requires a special registration by the exhibitor as well as the consent of IVAM. There is a charge for the approval of co-exhibitors (see 9.3). These conditions of participation also apply to the co-exhibitors, where appropriate. The exhibitor must inform the co-exhibitors about the conditions of participation and any supplementary conditions.

6.2 If an exhibitor fails to register co-exhibitors or indirectly represented companies or gives incomplete or incorrect information in his registration, the executing organization may determine and charge fees as if a registration had been made in accordance with the regulations.

6.3 Should several exhibitors wish to rent a stand jointly, they are required to name one person as the joint representative who is the only negotiating partner of the executing organization. The authorization includes the order of additional supplies and services, such as furniture, graphics, etc. for which the participating exhibitors are jointly and severally liable to IVAM.

## 7. Exhibited products

7.1 Only agreed-upon products may be exhibited; they may be removed from their place only with consent of the executing organization. Substitution is permissible only with written consent by the executing organization an hour before or an hour after the daily opening hours.

7.2 The executing organization can demand that exhibited products be removed, if they are not included in the stand rental contract or prove to be obstructive or dangerous or not compatible with the aim of the exhibition. If the exhibitor should not comply with the demand, the executing organization will remove the exhibited products at the exhibitor's expense.

7.3 Direct sales are not allowed unless they are expressly permitted. In the latter case, the exhibited products must be labelled with clearly legible price tags. In particular, the exhibitor must obtain and meet the advertising and health regulations.

7.4 Copyrights and other industrial property rights to the exhibited products must be ensured by the exhibitor.

## 8. Stand construction and stand design

8.1 Stand construction and stand design are incumbent on IVAM.

8.2 For the whole duration of the fair during the official opening hours the stand has to be properly equipped, furnished with exhibition products and occupied by competent staff.

8.3 If the exhibitor places direct additional orders with third parties (in particular with the trade fair organization), e.g. via an online order system, he must avoid to give the impression that this order is placed by IVAM. The address of the exhibitor must be named for the invoice. If the address of IVAM should be preset in the online order service, the exhibitor must actively change it.

## 9. Participation fees

9.1 The participation fees for each individual trade fair are indicated on the registration form.

9.2 The stand fee for the basic standard unit are quoted plus legal value added tax and plus potential extra charges for additional services according to paragraph 2.2, plus other operation costs (e.g. electricity exceeding the standard service as indicated on the registration forms).

9.3 Surcharges are due for corner booths. The amount of the corner booth surcharge is indicated on the registration form.

9.4 Surcharges may be due for co-exhibitors. The amount of the co-exhibitor surcharge is indicated on the registration form.

## 10. Terms of payment

10.1 The terms of payment for each individual trade fair are indicated on the registration forms.

10.2 If a registration fee is due, the amount of the registration fee is indicated on the registration form. The registration fee is payable immediately after receipt of the participation confirmation by IVAM according to paragraph 4.1 of these terms.

10.3 All potential extra charges and operating costs, like additional plugs for electricity and compressed air or additional furniture, will be invoiced after the fair has closed. The charges are due for payment immediately after receipt of the invoice.

10.4 The assignment of claims against the executing organization is excluded. The offset of claims is permissible only with counterclaims that are undisputed or have been confirmed by a court of law.

10.5 If the exhibitor does not pay due amounts within the indicated period of payment, IVAM reserves the right to charge default interest of 8 percent above the ECB base rate on delayed payments starting from the first day of delay (Section 288 of the German Civil Code BGB).

10.6 Complaints regarding the invoices can only be considered when they are made in writing within 14 days from the date of invoice to the executing organization.

## 11. Liability, insurance

11.1 IVAM is not liable for pre-existing deficiencies associated with rented space and equipment (guarantee liability), regardless of fault.

11.2 IVAM is legally liable for damage claims involving cases of intent or gross negligence as well as a culpable violation of a material contractual obligation on its part.

11.3 In other respects IVAM excludes any liability for damages caused by slight negligence on the part of the executing organization or its representatives or vicarious agents. The foregoing does not affect IVAM's liability owing to a culpable injury to life or bodily health.

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11.4 The exhibitor is not entitled to a reduction in rent unless an attempt to remedy defects in the rented object becomes unsuccessful or unless IVAM fails to take steps to alleviate the defect, despite being granted a reasonable grace period.

11.5 The exhibitor is liable in accordance with legal regulations. It is recommended that exhibitors carry sufficient insurance.

## **12. Non-participation on the part of the exhibitor; withdrawal from the contract by IVAM**

12.1 If the exhibitor cancels his participation or fails to take part in the event although he has received his confirmation of participation, no fees will be refunded.

12.2 IVAM is entitled to withdraw from the contract under the following circumstances:

- a. if the rental charge is not received in full at the latest by the date stated in the invoice for participation costs and if the exhibitor does not pay before the expiry of a granted two week extension period that may be granted;
- b. if the stand is not occupied in time, i.e. if it is not obviously occupied within 12 hours of the official opening;
- c. if the exhibitor infringes domiciliary rights, and does not refrain from such actions even after being advised to do so;
- d. if the registered exhibitor, as a private or corporate entity, no longer conforms to the requirements for granting acceptance, or if IVAM subsequently becomes aware of any reasons which, had they been known before, would have excluded that person from participation. This applies in particular when bankruptcy or insolvency proceedings have been instituted, or if the exhibitor becomes insolvent. Exhibitors are required to inform IVAM immediately in such circumstances;
- e. if an economical performance of the fair is impossible due to poor participation; the right of withdrawal must be exercised at the latest before the term of application announced by the trade fair organization expires.

12.3 If IVAM exercises its right of withdrawal according to paragraph 12.2., lit. a) to d), paragraph 12.1 regarding the liability of the exhibitor to pay interests may be applied accordingly.

## **13. Reservations**

13.1 IVAM is entitled to postpone the exhibition, curtail it, close it temporarily in whole or in part, or cancel it for significant reasons (e.g. collective action, force majeure). In the event of complete or partial postponement or of curtailment, the contract is regarded as valid for the new date and the new duration unless the exhibitor objects in writing within a period of 2 weeks after notification of the alteration.

13.2 In case of cancellation the mutual claims of the contractual partners become void. No claims for damages may be derived from cancellation.

## **14. Supplementary provisions**

Constituent parts of this contract are the registration form, the confirmation of participation, the conditions for participation, as well as all rules and regulations of an organizational, technical or miscellaneous nature, which are passed along to the exhibitor during the run-up to the event. These include the technical regulations, the conditions of the trade fair organizer (if not contradictory to these conditions for participation), the regulations for the maintenance of order, the obligation to official approval, GEMA regulations as well as with regulations pertaining to trading and industrial law, police regulations, health regulations and other legal requirements, and in particular the law on technical equipment. In particular the conditions listed in the services binder apply, which stipulate specific services as obligatory in connection with the event.

## **15. Protection of privacy**

The personal data of our business partners is saved and processed according to §§ 28 and 29 of the Federal Data Protection Act BDSG for purposes defined by this contractual relationship.

## **16. Image rights**

IVAM reserves the right to take photos and videos during this event. IVAM will use it for documentation, advertising purposes and press campaigns. It is possible that exhibitors will appear clearly recognizable on photos/videos used by IVAM. By accepting the terms and conditions, the exhibitor agrees to the described usage. Individual persons who do not agree are asked to inform IVAM before the event starts.

## **17. Final provisions**

17.1 Agreements which deviate from these conditions or from any supplementary regulations must be in writing; facsimile signatures suffice.

17.2 Any claims by the exhibitor against IVAM are subject to a limitation period of 12 months.

17.3 The mutual rights and obligations deriving from this contractual arrangement and resulting from this contract are subject to the law of the Federal Republic of Germany.

17.4 When the exhibitor is a tradesman and does not belong to the tradesmen referred to in § 4 of the German Commercial Code, Dortmund alone is the place of performance and jurisdiction for all legal disputes resulting from this contract under reserve of an exclusive statutory jurisdiction. IVAM reserves the right, however, to bring its claims before the courts competent for the area where the exhibitor has his registered offices.

17.5 If any of the provisions of these conditions for participation should be invalid, this shall not affect the validity of the remaining regulations. The ineffective provision shall be replaced in such a way that the intended purpose is served.