

Joint company exhibition of the Federal Republic of Germany

HOSPITALAR - International Fair of Products, Equipment, Services and
Technology for Hospitals, Laboratories, Pharmacies, Health Clinics and Medical
Offices

19. May - 22. May 2015, Sao Paulo, Brazil



Organiser



In cooperation with



Realisation and exhibition management



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Special Conditions of Participation

(as supplement to the General Conditions of Participation of the Federal Republic of Germany at trade fairs and exhibitions abroad)

Please also note the General Conditions of Participation. A confirmation of the participation frequency and the signed registration form are preconditions for admission.

1. Closing date for registrations

9. February 2015

It is pointed out that, on principle, the participation can only be conducted, should the **minimum participation of 10 companies** be reached. Registrations submitted after the closing date for registrations will not be considered.

2. Minimum stand space

Square meter

• Hall space including stand construction	9 m ²
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3. Participation fee

The participation fees quoted are subject, where applicable, to statutory German value-added tax and to statutory foreign taxation (e.g. VAT, sales tax) levied on services provided to the exhibitor by the implementation company. The participation fees according to No. 3.1.1. and No. 3.1.2. only cover a part of the total costs of services according to No. 5.

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3.1. Square meter

3.1.1. Participation fee for companies taking part in this official participation of the Federal Ministry for Economic Affairs and Energy **2015** up to and including the **4th time:**

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- **EURO 230,00/m²** in the hall including stand construction up to 100 m²
More than 100 m² – cost of space rental and stand construction will be charged.
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3.1.2. Participation fee for companies taking part in this official participation of the Federal Ministry for Economic Affairs and Energy **2015** for the **5th time or more:**

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- **EURO 290,00/m²** in the hall including stand construction up to 100 m²
More than 100 m² – cost of space rental and stand construction will be charged.
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3.1.3. Participation prices for space more than 100 sq.m. in the hall as well as exhibitors, that cannot sign the attached declaration regarding double-funding respectively participation of the public sector (public authorities or public companies):

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- **EURO 640,00/m²** in the hall including stand construction
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4. Mandatory Fees

- not applicable

5. Services

The payment of the participation fee includes the following services:

5.1. Company-specific services

All materials and facilities shall be at the disposal of the exhibitor, on a rental basis, only for the duration of the event, and may in no way be damaged or modified. Damaged or modified components and devices shall be repaired or replaced at the expense of the exhibitor.

5.1.1. Square meter

5.1.1.1. Hall space including stand construction

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- Provision of stand space in the hall with the stand design bearing "made in Germany". Exhibitors may not obscure elements of the stand design.
 - Uniform stand lettering
 - Back and dividing walls
 - Furnishings: **1 Spotlight/3 sqm,1 fascia(4c) + illuminated wall element (no of wall elements depends on the allocation of space; graphics shall be provided by exhibitors), 1 table, 4 chairs, 1 sideboard, 1 Infodesk, 1 coat rack, 1 waste paper basket**
 - Uniform floor covering on the stand
 - General stand lighting
 - Electricity: Supply voltage: • **220V** •
 - one socket (max. capacity 2 kW; without distribution/switching panel)NB: Costs for additional electricity supply to the stand (for both light and power current) from the nearest distribution point will be charged to the exhibitor, and will be invoiced on the basis of the kW registered by the exhibitor. Additional light and power current usage have to be paid by the exhibitor.
 - Entry into the German participation directory and – if arranged – into the website of the German participation (no liability shall be accepted for incorrect entries)
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5.1.1.2. Hall space without stand construction

- not applicable

5.1.1.3. Outdoor area (space only)

- not applicable

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5.2. General services

- Technical and organisational support of exhibitors by the realisation company during preparation and realisation of the participation
- Setting up of an information stand with copy service, telephone and fax
- Uniform setting design of the German participation in the hall and/or in the outdoor area, in accordance with CI concept
- General lighting of the German participation
- Daily cleaning of the aisles within the German participation in the hall (cleaning of stand space, exhibits, and exhibit holders are the responsibility of the exhibitor)
- Security and stewarding service of the German participation if necessary (no guarding of stands)
- Waste disposal service
- Accompanying measures: **Internetpresentation www.german-pavilion.com, flyer**

5.3. Waiver

Waiving individual company specific or general services shall not constitute a claim for a reduction of the participation fee. Under no circumstances may uniform design elements be foregone.

6. Payment conditions

Payment of 20 % of the participation fees, based on the area size requested (according to No. 3), as well as of mandatory fees (according to No. 4), shall be due upon submission of registration in writing. Payment of this amount is due upon receipt of a corresponding invoice for payment in advance. The amount stated in the invoice for payment in advance must be paid into the account given in the invoice, naming the event in question. On admission, payment shall be due of the outstanding amount, immediately upon receipt of the final invoice. The amount stated in the invoice for final payment must be paid into the account given in the invoice, naming the event in question.

7. Forwarding agents

For organisational reasons, and in the interest of the exhibitors freight forwarding within the area occupied by the German participation will be transferred to up to two responsible forwarding agents. Exhibiting companies will be informed about this in good time by means of circulars.

8. Company data

Consent is granted to the computer-aided recording, storage, and forwarding of company details to third parties.

1. Organisers

The organisers of joint-company exhibitions within the scope of official participation of the Federal Republic of Germany at trade fairs and exhibitions abroad are the Federal Ministry for Economic Affairs and Energy (BMWi) in cooperation with the Association of the German Trade Fair Industry (AUMA), as well as the Federal Ministry for Food and Agriculture (BMEL) for the agricultural sector.

German companies have the possibility to participate within joint company presentations.

2. Implementation and exhibition management

With the technical and organisational implementation of official participations, the organisers of the participation commission specialised companies (implementation companies), which, within the scope of these "General Conditions of Participation" and the "Special Conditions of Participation", act on their own behalf.

3. Eligibility to register

Companies from the Federal Republic of Germany, as well as their foreign branches and agencies, are eligible to register to participate with exhibition goods at joint-company exhibitions, in accordance with No. 10. Industry associations and the implementation company of the respective participation, travel agencies and shipping companies shall not be taken into consideration in counting a minimum number of participants, however they shall be permitted to participate.

4. Conclusion of an agreement

- 4.01** Registration to participate may take place only following the receipt, prior to the closing date, of a completed and signed registration form and of advance payment to implementation company. Registration shall be binding up to two weeks following the closing date for registration. No conditions and exceptions shall be permitted with the registration and these shall be regarded as not having been submitted.
- 4.02** The closing date for registrations of the respective event is stated in the enclosed "Special Conditions of Participation".
- 4.03** The receipt of registration shall be confirmed in writing by the implementation company. The registration and confirmation of receipt shall not constitute a claim for admission, or for a specific size or location of stand.
- 4.04** On condition that the company fulfils the necessary requirements, that a minimum number of participants has been reached and the number of registrations does not exceed the available exhibition space, the exhibitor shall receive written confirmation of participation (admission) from the implementation company after the closing date for registration has passed. On receipt of admission a contract between the exhibitor and the implementation company shall come into force. If the contents of the admission deviate from those of the registration a contract shall exist based on the contents of the admission, unless the exhibitor objects in writing within one week.
- 4.05** Companies which have not fulfilled their financial obligations from previous events may be denied a contract.
- 4.06** In case of non-participation the exhibitor shall be notified without delay, i.e. immediately the circumstances occur out of which non-participation arises (decisions by the organisers of German participation).
- 4.07** Allocation of exhibition space: following approval of space allocation the exhibitor shall receive a plan indicating the location and dimensions of the stand.
- 4.08** Following admission of the exhibitor, the implementation company may assign exhibition space to him, other than that planned for in the admission, if,
- this is necessary for preserving the overall image when not all exhibition space offered by the implementation company has been rented, and
 - the exhibitor is provided with space which, with regard to location and size, is essentially the same.

Should the implementation company be forced to move or alter individual stands, entrances, exits, or aisles, subsequent to admission, through circumstances beyond its control, such as directives from public authorities or instructions from the trade fair or exhibition management, no resulting claims may be asserted. In the event of deviating measurements and a resulting marginal difference between specified and actual dimensions of the stand, this shall not constitute grounds for any claims on the part of the exhibitor. In particular, subject to consultation with the organisers of the participation, if the available exhibition space is reconfigured then the implementation company may reduce the amount of square metres booked. In this case the exhibitor shall be entitled to partial reimbursement of the price of participation. No further claims for damages may be made.

- 4.09** Stands shall be handed over to the exhibitor or his commissioned agent following agreement with the implementation company prior to the start of the event. Stands, which have not been taken over by the exhibitor or his commissioned agent in accordance with the agreement, may be used for another purpose, without the exhibitor being able to assert claims above and beyond the rights included in No. 8.

5. Sub-exhibitors

- 5.01** On principle, a stand area is only handed over as an entire entity, and only to one contractual partner. The latter is only authorised, following previous written consent by the implementation company, to include previously named sub-exhibiting companies on his stand. It is the exhibitor's responsibility to ensure a sub-exhibitor accepts the conditions of participation in writing.
- 5.02** The main exhibitor shall be liable for any fault of his sub-exhibitor as of own faults.

6. Terms of payment

Payment in advance is equal to 20 % of the participation fees, plus applicable fees, if requested. Following admission advance payment shall be deducted from the participation fees due. If an exhibitor shall not be admitted or participation shall not take place payment in advance will be reimbursed to the exhibitor. Following admission an exhibitor will receive an invoice for the participation fees, plus fees as specified in the Special Conditions of Participation. Payment of the amount invoiced is due immediately upon receipt of the invoice. The participation fees are laid down in the Special Conditions of Participation.

7. Setting-off, right of retention

The assignment of accounts receivable against the implementation company is excluded. The setting-off and right of retention are also excluded, providing that no uncontested or final and conclusively determined claim toward the implementation company exists.

8. Withdrawal / non-participation

- 8.01** The implementation company shall be entitled to withdraw from the contract,
- if bankruptcy proceedings are filed in respect of the exhibitor's assets. The exhibitor shall be obliged to immediately inform the implementation company of this.
 - if admission is based on the wrong conditions or on incorrect information
 - if the conditions upon which admission is based cease to exist at a later date
 - if, despite a reminder and an extended deadline being set, the payment date is not adhered to.
- The consequences are laid down in No. 8.02
- 8.02** After admission, it is no longer possible for the exhibitor to withdraw from the contract or to reduce the stand space. This shall also apply if, for example, the offices responsible do not wholly or in part comply with the import requests of the exhibitor, if the exhibition goods do not arrive on time (e.g. due to loss, transport/customs delays) or do not arrive at the event at all, or if entry visas for the exhibitor or his representatives are not obtained on time.
- Nevertheless, should the exhibitor forgo the stand space allocated to him, he must
- pay the entire participation fee, insofar as the space cannot be rented out by the implementation company to another exhibitor,
 - pay 40 % of the participation fee, a maximum, however, of EURO 500.-, insofar as the space can be rented out by the implementation company to another exhibitor, unless the exhibitor can furnish proof that no damage or considerably less damage has been caused.
- 8.03** The withdrawal of the exhibitor or the waiver of the allocated space shall only become effective upon receipt of the written declaration by the implementation company.

9. Stand equipping, design, and lettering

Equipping and individual design of the stands, insofar as they exceed the services of the participation organisers stated in the "Special Conditions of Participation", is the responsibility of each and every exhibitor. However, the building regulations valid at the event location, and the construction guidelines of the implementation company regarding the type of design apply. In additional lettering describing details of the country of origin, only the national name "Federal Republic of Germany" and/or the corresponding foreign-language version shall be allowed. The exhibitor shall be obliged to coordinate his design measures beforehand with the implementation company. A stand design, which does not meet the building regulations valid at the event location or the construction guidelines of the implementation company, can be removed or altered at the expense of the exhibitor.

10. Exhibition goods, direct sales, and stand personnel

- 10.01** Only goods produced in the Federal Republic of Germany or by branches of German companies abroad and/or under German licence may be exhibited. Foreign products required to complement German products, and which are in an appropriate size and value relationship to them, may be admitted after coming to agreement with the participation organisers. All exhibition goods are to be listed individually and with exact descriptions. Inflammable exhibition goods, or those with strong odours, or products whose presentation is associated with loud noise, may only be exhibited after prior agreement by the implementation company. Goods subject to the Military Weapons Control Law (KWKG), as well as models of such or other representations may not be exhibited. For the exhibition of the civil versions of goods that require export authorisation in accordance with Foreign Trade Law, as well as models, or other representations thereof, no reference of any kind may be made to military usability. In justified exceptional cases, the Federal Ministry of Economics and Energy can grant an exception to the exhibition ban. Corresponding applications are to be submitted to the Ministry via the implementation companies. These must contain an exact description of the planned exhibition goods. On principle, direct sales (individual sales to visitors) are not permitted. The exhibitor is obliged to ensure that specialist personnel are on his stand for the entire duration of the event.
- 10.02** If goods are displayed that are not allowed in accordance with 10.01, the implementation company can demand the immediate removal of these goods on behalf of the organiser at the expense of the exhibitor. If an exhibitor does not comply with the written demand to remove the goods, then a penalty for breach of contract to the amount of 5,000 EURO shall be payable.
- 10.03** The prosecution of commercial protective rights (such as trademark, design and patent rights) lies within the sphere of responsibility of the exhibitor. The organisers are not liable in particular for such damages resulting for exhibitors that have occurred due to violation by other exhibitors. In the case of any questions regarding the perpetuation of evidence, the implementation company shall assist within the reasonable bounds of possibilities available on site by contacting the exhibition management, making inspections or technical image recordings (photos if necessary) of the exhibit in question.

11. Transportation, display and dismantling of exhibition goods and stand furnishings

The transportation of exhibition goods up to the exhibition stand and back, the storage of empties, the use of lifting and transport equipment, the deployment of personnel for packing and unpacking, displaying exhibition goods, and the dismantling of the same, re-packing and other related activities are exclusively the responsibility of the exhibitor. Even after specifying the "Special Conditions of Participation", the organisers may compulsorily stipulate an on-site forwarder for the transporting freight of the official German participation within the exhibition grounds.

12. Customs guarantee declaration

In the event that a re-export guarantee declaration is handed over by an official agent of the Federal Republic of Germany abroad for the exhibitors' imported exhibition goods in place of a required surety, the exhibitor is immediately liable to the Government of the Federal Republic of Germany, should, following the event, exhibition goods not be exported, or not be exported on time, and/or not be exported in full.

13. Insurance and legal liability

- 13.01** The insurance of the exhibition goods against all transport risks and during the event, in particular against damage, theft, etc. is the responsibility of the exhibitor.
- 13.02** The exhibitor shall be liable for all damage caused to third parties through his exhibition participation, including damage caused to buildings at the exhibition centre and to its facilities.
- 13.03** The participation organisers and the implementation company assume no liability for damage to property unless intent or gross negligence can be proved against them, their legal representatives, or person or persons employed by them in performing an obligation. Furthermore, the participation organisers and the implementation company assume no liability for personal injury unless intent or gross negligence can be proved against them, their legal representatives, or person or persons employed by them in performing an obligation. The burden of proof is the responsibility of the exhibitor.
- 13.04** The participation organisers and the implementation company shall not be liable for any damage to the exhibits and theft thereof, nor even if in individual cases decoration was undertaken by the implementation company, unless it can be proved

that they, their legal representatives or vicarious agents were responsible for an act of negligence or intent. Furthermore, in agreeing to the conditions of participation the exhibitor expressly exempts the participation organisers and implementation company from any possible recourse claims by third parties.

14. Circulars

Following the allocation of stand spaces, the exhibitors shall be informed via circulars about preparation and implementation matters of the joint exhibition. Consequences arising from nonobservance of these circulars are the sole responsibility of the exhibitor.

15. Proviso

- 15.01** In all cases, regulations and directives of the responsible bodies of the Federal Republic of Germany and the host country, which deviate from these "Conditions of Participation", or which cause additional restrictions, always take priority. The participation organisers and the implementation company shall not be liable for damage and other detriments caused to the exhibitor resulting from these.
- 15.02** The participation organisers shall be entitled to postpone, shorten, lengthen, or cancel the participation, as well as to temporarily or finally close the participation in individual parts or as a whole, should unforeseeable events, such as acts of God, natural disasters, war, public disturbances, strikes, failures or hindrances to transport connections and/or communications, require. In the case of a postponement, shortening, lengthening, or closure, the exhibitor shall not be entitled to compensation for the costs incurred by him due to this. Should participation not be of interest to the exhibitor as the result of such a measure, and he therefore foregoes occupation of the stand space allocated to him, he shall be able to withdraw from the contract. Withdrawal must be declared in writing immediately following notice of the change. In this case, Article 8.02 applies for the exhibitor's obligations. In the case of a cancellation of the event or of the official participation of the respective Federal Ministry at the event, neither the event organisers nor the implementation company shall be held liable for damage or other detriments that arise from this for the exhibitor. At the request of the event organisers, the exhibitor shall be obliged to bear an appropriate share of the costs incurred through the preparation for the event. The costs to be paid by each exhibitor shall be determined following a hearing by the event organisers of the affected economic organisations and the implementation company.

16. Final provisions

- 16.01** Please refer to the "Special Conditions of Participation" with respect to the extent of services included in the participation fee.
- 16.02** If the exhibitor has commissioned the implementation company with orders for cost-incurring services beyond the scope of the "Special Conditions of Participation", the costs incurred shall be invoiced to him.
- 16.03** The mutual rights and obligations resulting from this contractual relationship shall be subject to the laws of the Federal Republic of Germany.
- 16.04** Place of jurisdiction is the registered office of the implementation company. Place of performance for financial obligations is the registered office of the implementation company, insofar as another agreement is not made by means of the prior consent of the participation organisers.
- 16.05** The contract and changes to the same must be made in writing and signed. Should one of the preceding conditions be null and void, the remaining conditions shall continue to apply. They shall be interpreted in such a way that the sense and purpose of the contract remain preserved.
- 16.06** Any claims lodged by exhibitors against implementation company must be made in writing. The period of limitation shall be 12 months and shall begin at the end of the month in which the final day of the event falls.