

# **REGISTRATION FORM**

# MEDICAL MANUFACTURING ASIA SEPTEMBER 9-11, 2014

# Company and address

Company	
Address	
Address Appendix	
Postal code City	Country
■ Contact person for invoices	
Name, Surname	
Tel Fax	
E-Mail	
■ I would like to participate in the Medic	cal Manufacturing Asia, September 9-11, 2014.
IVAM offers a complete service package incluor  Furnished stand space  Assembly and disassembly  Stand cleaning  General stand security  PR and marketing before, during and after  Company profile: immediately online after  Daily light refreshment (cold & hot drink, small international exhibitor forum: presentation)  The invoice for the IVAM Service Package will.	r the fair registration acks) in the Guest Club slot and entry in the program
need to be ordered additionally and will be a	follow soon after registration. Further furniture and services harged extra.
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



# **REGISTRATION FORM**

# MEDICAL MANUFACTURING ASIA SEPTEMBER 9-11, 2014

# Application for stand space

We book:

Registration fee:	500,00 €			
Please select:				
	□ 9m² □12m²	□ row booth □ corner both		
Corner booth surcharge for 9m <sup>2</sup> :	750,00 €			
Corner booth surcharge for 12m²:	250,00 €			
Prices per square metre				
	Members	Non-Members		
Early bird discount price (valid until February 24, 2014)	499,00 €/m²	579,00 €/m²		
Regular price (valid until April 31, 2014)	539,00 €/m²	619,00 €/m²		
Registration after April 31, 2014 will be charged with a late-booking fee amounting 10% on the total price				

Prices for IVAM full service package plus 19% VAT.

# 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

Unless other or additional supplies or services have been agreed upon, the exhibition fee payable by the exhibitor for the respective fair standard units includes the following supplies and services:

- 2.1 Supplies and services for exhibiting companies and institutes
- a. Carpeted floor space
- b. Functional standard furniture according to the size of the respective booth
- c. Electrical connection
- 2.2 General supplies and services for exhibitors
- a. Establishment of an information booth and light refreshment in the Guest Club
- b. General stand cleaning (exhibited products excluded)
- c. General security and control service (hall supervision) for the duration of the fair. d. Marketing and PR (invitation mailings to visitors and press work)

Additional stand equipment and services exceeding the supplies and services listed under 2.1 and 2.2 are offered on demand and charged extra and separately.

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.

- 3.1 Registration is made by filling in and returning the registration form. The exhibitor is irrevocably bound to the registration three months after the registration has been received. 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.

- 5.1 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 consideration ered 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 coexhibitors (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.

- 7.1 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
- 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.

- 9.1 The participation fees are composed of a registration fee amounting to EUR 500.00 and the stand fee which depends on the size of the respective booth and is given by IVAM in the registration forms for each individual trade fair.
- 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 2.3, plus other operation costs (electricity exceeding the service according to paragraph 2.1 c).
- 9.3 Surcharges are due for corner booths and depend on the size of the booth. The amount of the corner booth surcharge is named on the registration form.
- 9.4 The Co-exhibitor fees amount to EUR 2,000.00 per co-exhibitor plus legal value added tax.

- 10.1 After receipt of the participation confirmation by IVAM according to paragraph 4.1 of these terms, the registration fee amounting EUR 500.00 is immediately due.
- 10.3 50 % of the stand fee are due for payment with receipt of the invoice but not earlier than six months before the opening of the fair. The remaining 50 % of the exhibition fee are due for payment not later than three months before the opening of the fair. If, however, the period between the confirmation according to paragraph 4.1 and the opening of the fair is shorter than three months, the exhibition fee has to be paid in full immediately.

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



- 10.4 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.
- 10.5 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.
- 10.6 If the exhibitor does not pay due amounts of the participation fee, 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).
- 10.7 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.
- 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

- 12.1If the exhibitor cancels his participation or fails to take part in the event although he has received his confirmation of participation, the following cancellation policies apply. These policies depend on the time of cancellation:
- a. If the exhibitor cancels the contract, the registration fee becomes due and payable.
- b. If the exhibitor cancels the contract 7 to 5 months before the trade fair starts, the registration fee becomes due and payable as well as 50% of the stand fee. If another exhibitor can be found for the stand, IVAM retains the right to demand 25% of the total stand fee and the full registration fee from the original exhibitor to cover costs.
- c. If the exhibitor cancels the contract 4 to 0 months before the trade fair starts, the full price will be charged this includes the registration fee as well as 100% of the stand fee. If another exhibitor can be found for the stand, IVAM retains the right to demand 25% of the total stand fee and the full registration fee from the original exhibitor to cover costs.
- d. If co-exhibitors cancel their participation, IVAM retains the right to demand 25% of the invoiced co-exhibitor fee. In case of failing to take part in the event without notification of cancellation, the entire co-exhibitor fee must be paid.
- e. The exhibitor retains the right to submit evidence to prove that no such costs were incurred by IVAM, or that they were lower than stated. The right to assert additional claims remains unaffected.
- 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 ac-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; this is the case when less than fifteen participants have registered; 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 a 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.