

General Terms and Conditions

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Conclusion of the contract

The rental contract between the exhibitor and SCC-RUNNING Events GmbH (hereafter: „organiser“) is based upon the General Terms and Conditions of the BERLIN VITAL Expo, which the exhibitor received with the registration form. Upon signing, the exhibitor recognizes the terms as being part of the contract. The contract first becomes valid upon receipt of a written confirmation by the exhibitor including the confirmation of the booth and exhibition space. The organiser is not obliged to validate the correctness and completeness of the information provided by the exhibitor. Any discrepancies are the responsibilities of the exhibitor.

Registration deadline: February 22, 2010.

The rental allocation of equipment to the exhibitor is only for the agreed upon purposes (usage during the event) and for the agreed upon time (the duration of the event including the set up and dismantling time). The exhibitor is liable for any loss or damages to rental equipment during the rental time. If his liability is dependent upon his encumbrance, it is up to him to prove that he was not at fault. The rental time begins with the delivery at the agreed upon location and ends with the return or pick up of the equipment through the event organiser or their subcontractors, even if the exhibitor has left the booth at an earlier time. It is recommended to insure the rental equipment against theft for the duration of the rental period. The exhibitor must reimburse the organiser in the amount of its replacement value for any equipment that is not returned. For damaged equipment, the ensuing repair costs must be reimbursed, or, if necessary or less expensive, the amount of its replacement value. The cost of the delivery and pickup of the rental equipment is included in the rental fee, provided no other regulation is provided in the relevant order form. The exhibitor is liable for any damages, which he or those acting on his behalf might make to the hall or the equipment, or to the provided walls and carpets through nails, glue, paint, etc. By non-compliance, the exhibitor will carry the necessary cleaning costs. The expo authorities accept no liability for any objects or valuables brought in by the exhibitor, his staff, or his visitors. The exhibitor is liable for his own booth as well as for the booths of any sub-exhibitors.

Registration

Please completely fill out the registration form on the reverse side and fax or mail it to the organiser. Submission of the registration automatically means the recognition of the General Terms and Conditions of the BERLIN VITAL Expo.

Booth allocation

Booth allocation will be carried out according to the technical aspects of the event. The exhibitors' location preferences will be considered in as much as possible.

Waste disposal

The exhibitor is responsible for his own waste disposal and organisation. The filled trash bags should be placed in the hall entranceways and will be picked up by the cleaning company after the assembly and dismantling is completed. According to Berlin regulations, all business and construction refuse must be separated according to recyclable materials. All exhibitors and booth assemblers

are thus required to contribute to the reduction, sorting, and correct disposal of refuse throughout every phase of the event. The removal of the carpets (either rolled up or bundled on the rental space) will follow at a charge at the end of the dismantling. Boards and flake boards should be piled up.

Security

The event organiser and/or the SCC-RUNNING Events GmbH will contract out the general hall supervision, the supervision of the outside premises, and the entrance control to a private security service with uniformed watchmen. Every person within the fair halls or on the outside premises must have a valid ticket and must present it for validation upon request by any security personnel. The surveillance and security of individual exhibition booths or booth elements are the responsibility of the exhibitors and are not included in the general security services. The exhibitor can hire these services at his own cost. Only the independent security company that is contracted by the event organiser and/or the Messe Berlin GmbH may be hired to provide this extra surveillance.

Revocation, dismissal

The organiser is authorised to revoke a permit previously given to an exhibitor if the conditions for the permit have changed or if the exhibitor has not upheld the obligations included in the General Terms and Conditions of the BERLIN VITAL Expo (as required and reasonable for the organiser, only once a notice has been given and proper action has not been taken. This especially includes providing false data regarding the exhibit, sub-leasing or transferring the booth to a third party without the prior permission of the organiser, belated booth assembly, or late payment. The organiser is entitled to cancel the signed rental agreement without any period of notice or loss of further liability on the part of the exhibitor for the entire booth rental fee if insolvency is being filed for the renters assets or if he is in the process of insolvency, stops payment, or if the rental fee is only in part or not at all received by the set payment due date. The right to an instant dismissal of the contract on important grounds remains unaffected for both parties.

Cancellation

After the exhibitor has registered and received the terms of participation, cancellation of the services ordered can only be requested in writing; upon the condition that the booth is able to be re-rented, he can then be released from the contract after payment of a flat rate of 25 % of the amount of the services which he ordered up to the cancellation. If it is not possible to further rent out the booth by up to eight weeks before the event, this flat rate increases to 50 %. For any cancellations after August 1, 2008, the flat rate is 100 %. The regulation is applied logically for a partial cancellation. The exhibitor shall have the right to prove that lesser damage was incurred by the organiser.

Terms of payment/Payment due dates/Lien law

All prices do not include VAT. If payments are late, the organiser is entitled to charge 8 percent points above the prime rate according to § 247 of the BGB (German Civil Code). For all existing or contingent monetary obligations of the exhibitor to the organiser according to the exhibition contracts, the organiser has a herewith specially negotiated right of lien for the booth equipment

and exhibition goods in addition to the provisions provided by the official lessor's lien. The exhibitor will receive the following invoices: - with the confirmation from the organiser as listed in the terms of the "Conclusion of the Contract": invoice for 100 % of the booth space rental, 100 % of the set operational costs and 100 % of all other services ordered, of which 75 % of the total costs for the booth space rental is subject to immediate payment and the rest (25 %) of the costs of the booth space rental is subject to payment one month before the onset of the event, at the latest; - following the event: final invoice for all services rendered to the exhibitor during the event, also subject to immediate payment. Late payments for payments due immediately are considered to be late if payment has not been received within 14 days.

Venue policies/Legal regulations

The SCC-RUNNING Events GmbH has unlimited domiciliary rights on the exhibition premises. The exhibitor must recognize the venue policies issued by the SCC-RUNNING Events GmbH as being binding for himself and for his employees. These venue policies will readily be made available to the exhibitor upon request, for which the opportunity to download them online is sufficient proof. The domiciliary rights for the event venue are carried out by the SCC-RUNNING Events GmbH. The exhibitor is obliged to follow all legal, industrial and trade regulations with regard to i.e. avoiding accidents, fire safety, protection of designs and goods. Radio antennas may only be installed through a consigned company with the permission of the organisers and/or the SCC-RUNNING Events GmbH.

Advertising

Advertising of all kinds is only allowed by the exhibitor for his own company and only for the products and services produced or marketed by the exhibitor within the booth area rented, insofar as these are registered and admitted. The organiser must approve any electronically amplified optical or acoustic advertising, as well as the distribution of other non-exhibitor publications or special printings. The organiser has the right to stop any unapproved advertising at the cost of the exhibitor.

The assertion of claims

If one or several provisions of these General Terms and Conditions of the BERLIN VITAL Expo are invalid, this shall not affect the validity of the entire contract.

Subsidiary Aareements/Divergences from these terms and conditions

Subsidiary verbal agreements have no validity without written confirmation. This is especially true for divergences from these provisions.

Court of jurisdiction

The exclusive court of jurisdiction and the place of fulfilment for all rights and obligations from or in connection with the exhibitor contract is Berlin; the organiser nonetheless reserves the right to file action against the exhibitor at his general court of jurisdiction or one of its branch establishments. German law only shall apply to all agreements between the organiser and the exhibitor.

Status: 2/2009



Event venue

Messe BERLIN VITAL
Flughafen Tempelhof
Platz der Luftbrücke 5
12101 Berlin

