



# AgroComplex 2019

October 29 – 31, 2019

International Exhibition Centre, Kiev/Ukraine

IFWexpo Heidelberg GmbH  
Landfriedstr. 1a  
D-69117 Heidelberg  
Tel.: +49-(0)6221-13 57-0  
Fax: +49-(0)6221-13 57-23

Registration Deadline: July 26, 2019

## Registration

### A. Exhibiting Company

Company: \_\_\_\_\_  
Street: \_\_\_\_\_  
Postcode: \_\_\_\_\_ City: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_ Internet: \_\_\_\_\_  
VAT ID: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
We are: ☐ entrepreneur ☐ non-entrepreneur

### B. Details of Product Range

Our enterprise belongs to the following production sector. Please specify:

- 1. Agricultural Machinery ☐
- 2. Renewable energy ☐
- 3. Plant Production ☐
- 4. Spare parts ☐
- 5. Consulting ☐
- 6. Logistics ☐

### C. Sub-Exhibitor:

The companies listed below shall be represented on our booth:

### D. We book:

According to the General Conditions of Participation of IFWexpo Heidelberg GmbH for AgroComplex 2019:

- ☐ Hall space only 179 €/sqm \_\_\_\_\_ sqm
- ☐ Stand construction 80 €/sqm \_\_\_\_\_ sqm
- ☐ Registration fee\* per participating company 280 € / amount: \_\_\_\_\_  
\*includes catalogue entry, company logo in catalogue, 2 tickets for exhibitors' party

All rates are subject to the VAT according to the current legal VAT Act.

### E. Stand Configuration

IFWexpo shall respect your requirements according to possibilities.

- ☐ +10% surcharge for corner configuration (2 open sides)
- ☐ +15% surcharge for peninsula configuration (3 open sides)
- ☐ +20% surcharge for island configuration (4 open sides)

\_\_\_\_\_  
Place, Date

\_\_\_\_\_  
Legally binding signature + stamp

## **General Terms of Participation**

### **1. Organiser**

IFWexpo Heidelberg GmbH  
Landfriedstraße 1a, D-69117 Heidelberg  
Phone: 06221 / 13 57-0, Fax: 06221 / 13 57-23  
Email: info@ifw-expo.com

In collaboration with: see trade fair documents

### **2. Conceptual partners**

See trade fair documents

### **3. Duration**

See trade fair documents

### **4. Registration deadline**

See trade fair documents

### **5. Participation fees**

Unless described otherwise in the documents, the price for the stand area incl. stand construction on a rental basis includes the general services such as general design of the trade fair, extensive visitor promotion, site protection, cleaning of the transport routes in the halls and the like, but also standard facilities according to stand size. The content of the respective stand construction packages can be found in the detailed documents for the relevant event. Preferential places like corner stands, head and island stands may be calculated with a surcharge per square meter according to the registration form. For a two-storey construction, a surcharge of 50% of the net stand price for the built-up area is charged. The fees for the stand construction approval procedure (management fee) if the exhibitors set up their own stand can be found in the exhibitor's manual. All fees are quoted exclusive of German value-added tax that may be payable, and of foreign taxes that may be payable (e.g. VAT, sales tax).

### **6. Registration**

Accepting these General Terms of Participation, the attached form shall be used exclusively for registration and has to be completed, legally signed and sent to:

**IFWexpo Heidelberg GmbH  
Landfriedstraße 1a  
D-69117 Heidelberg**

Reservations and conditions attached to the registration are not allowed. If they are included in the registration form, they shall take legal effect only if they are confirmed in writing by the organiser. No exclusion of competition is granted. With its written registration, the exhibitor accepts the Trade Fair and Exhibition Terms and Conditions and the supplementary provisions on the attached supplementary sheets and all local and trade control regulations as binding. Particular stand positions desired which are taken into account where possible are no conditions for participation. Registration does not depend on admission by the organiser. The registration is effective only when it has been received by the organiser, and is binding until admission or final non-admission.

### **7. Admission**

The organiser decides on the admission of the registered exhibitors and sub-exhibitors and of the exhibition goods. There is no legal entitlement to admission. Exhibitors which have not met the financial obligations to the exhibition company or have violated these Terms may be excluded from admission. In case of overbooking, the right of selection is reserved. The admission of the exhibitors is confirmed in writing and applies only to the exhibitor stated therein.

By sending the invoice/admission, the exhibition agreement between the organiser and the exhibitor is concluded. The organiser is entitled to revoke

the admission if it was granted on the basis of false preconditions and information, or if the admission requirements do no longer apply at a later date.

### **8. Space allocation and changes to the placement**

If the allocated space is not available for any reason for which the organiser is not responsible, the exhibitor is not entitled to any refund of the participation fee. There is no claim for damages. If it is imperatively required by the circumstances, the organiser may in deviation from the admission allocate a place in another location or change the stand size up to a maximum of 15%. Partition walls, projections on the wall, columns, downspouts, fire-extinguisher cabinets as well as fire hydrant cabinets are part of the allocated stand space. The exhibitor has to obtain information about the location and dimension of the stand space on site, if necessary. Upon takeover of the stand, the conditions are acknowledged. Justified complaints have to be notified in writing to the exhibition management 3 days before the start of the trade fair at the latest, so that possible deficiencies can be remedied. It is not allowed to assert claims for damages of any kind, including those arising from errors in the rental of the stand.

### **9. Terms of payment**

Simultaneously with the admission, an invoice for the entire space rental fee and the one-time registration fee will be sent to the exhibitor. Any additions and other services are calculated after receipt of the order. The payment has to be settled in accordance with the payment terms indicated on the invoices. Payments have to be effected stating the invoice number and the trade fair name only to the bank account of:

**IFWexpo Heidelberg GmbH  
Commerzbank AG  
Account 19 20 800 00, BIC: COBADEFFXXX  
Bank code: 672 400 39  
IBAN: DE 10 6724 0039 0192 0800 00**

The bank fees for the transfers shall be borne by the exhibitors and cannot be deducted from the invoice amount. In case of delayed payment of the exhibitor (including incomplete payment of the space), the organiser may declare withdrawal from the entire admitted space and otherwise dispose of the space. In case of delayed payment, default interest of 8% above the applicable discount rate of the German Federal Bank shall be paid, without having to provide specific evidence of the claiming of a bank credit in the same amount by the organiser. The exhibitor passes and construction passes are issued only after payment of the full stand rent and all ancillary costs. For all unsettled obligations, the organiser may withhold the introduced stand equipment and exhibition goods of the exhibitor, and may sell them privately after written announcement, unless payment is effected within the period set.

### **10. Co-exhibitors/sub-exhibitors and shared stands**

It is not allowed without the approval of the organiser to provide an allocated stand or parts thereof against remuneration or free of charge to third parties. Companies which are not listed in the registration or the invoice/admission must not be advertised on the stand. The tenant has to apply in writing to the organiser for the inclusion of a co-exhibitor/sub-exhibitor. After the written approval of the organiser has been granted, the tenant shall pay a co-exhibitor/sub-exhibitor fee to the organiser in the amount determined for the individual event. The organiser shall be responsible to ensure that the co-exhibitors and sub-exhibitors acknowledge the General Terms of Participation and all resulting obligations. Co-exhibitors which become direct contractual partners of the organiser in addition to the exhibitor shall be liable with the exhibitor as joint and several debtors. Larger shared stands of exhibitors can be approved by the organiser if they can be integrated into the technical structure of the event. Apart from that, all provisions shall apply to each and every exhibitor. If one stand is allocated to two or several companies together, each of these exhibitors shall be liable to the organiser as joint and several debtor. The companies sharing the exhibition space shall name one joint representative in the registration form. Any inclusion of co-exhibitors/sub-exhibitors without approval entitles the organiser to

terminate the contract with the exhibitor without notice, and to have the stand cleared at its own expense. To this extent, the exhibitor waives its rights arising from unlawful interference with the possession of others.

## **11. Cancellation or non-participation**

Until receipt of the invoice/admission, it is possible to cancel the registration. EUR 800 plus value-added tax have to be paid as cancellation fee.

After receipt of the invoice/admission, cancellation or reduction of the stand area by the exhibitor is no longer possible. The entire participation fee and the actually incurred costs must be paid. If the organiser swaps unoccupied areas in order to maintain the general visual impression, this does not exempt the exhibitor from its payment obligation. If the exhibitor waives the occupation of the stand area allocated to it, and if the organiser cannot rent out this area to others (no occupation by swaps), the full amount for the ordered space must be paid. If the space can be rented out to others (no occupation by swaps), the exhibitor shall pay 25% of the participation fee. If a co-exhibitor/sub-exhibitor cancels its participation, the full amount of the registration fee shall be paid and the space occupied by the co-exhibitor/sub-exhibitor must be fully paid.

## **12. Trade fair catalogue**

The organiser issues an official trade fair catalogue. The basic entry in the trade fair catalogue is mandatory and cannot be waived. The trade fair organiser or a third party appointed shall inform the exhibitors in due time on the entry options. This regulation also applies for sub-exhibitors. The costs of an entry in the trade fair catalogue are charged in accordance with the information on the attached supplementary sheet for the relevant event. This regulation also applies to sub-exhibitors. Damages for incorrect, incomplete or missing entries is excluded.

## **13. Liability and insurance**

The organiser excludes all liability for any liability cases, unless the organiser, its legal representatives or vicarious agents are acting with gross negligence or intent. This limitation of liability shall also not apply in case of an injury to life, body or health resulting from simple negligence, and in case of a violation resulting from simple negligence of those obligations which have to be fulfilled to enable the due execution of the contract in the first place, and whose violation jeopardizes the achievement of the contractual purpose, and compliance of which the exhibitor regularly relies on (so-called cardinal duties). The exhibitor is responsible to insure the exhibition goods against all risks of transport, assembly and dismantling and during the event, in particular against damage, theft, etc. The exhibitor is liable to pay damages to the organiser if the exhibitor damages the rented exhibition space, stand materials, electricity, water and sewage pipelines, and other property of the organiser or the event location. Considering the above limitations of liability, the organiser does particularly not assume any liability for loss or damages to exhibition goods or other assets owned by the exhibitor, its representative or persons employed or invited by it, including loss or damage caused by water, fire, explosion, hurricane, lightning, flood or in other case of force majeure, damages to the exhibitor, representatives and other persons working for or invited by the exhibitor, regardless of the cause of such damages. The organiser does in particular also not assume liability for damages to the exhibits or their theft, if the decoration was arranged for in the individual case. By accepting the Terms of Participation, the exhibitor shall also expressly hold the organiser and the companies engaged by the organiser harmless from any possible rights of recourse by third parties.

### **13.1 Event insurance**

The conclusion of an event insurance contract is urgently recommended. It should provide cover for standard equipment and the exhibited goods against damages caused by theft, fire, water, storm, vandalism, etc. and during the transport to and from the event.

### **13.2 Public liability insurance for events**

The conclusion of a public liability insurance contract to supplement the third party liability insurance should also be considered. This also applies to service providers operating for the exhibitors.

## **14. Circular letters**

The organiser provides information to the exhibitors on details of the trade fair preparation and execution by circular letters. The organiser excludes any liability for possible consequences that may occur as a result of the failure to observe the circular letters.

## **15. Transport**

The transport works on the exhibition grounds are carried out by a company engaged by the organiser and/or the exhibition site. This company will take over the items delivered by the exhibitors or their carriers at the borders of the exhibition site, and will continue their transport on the site. The exhibition management will not take delivery of any shipments and does not assume liability for losses or incorrect deliveries. The costs of the contract companies engaged for the transport works on the exhibition grounds shall be paid by the exhibitors directly to the contract company.

## **16. Reservations**

The organiser is entitled to shorten or close down the trade fair temporarily as a whole or in parts, or cancel the trade fair for important cause for which the organiser is not responsible (e.g. strike, force majeure). In such cases, the exhibitor is entitled to withdraw from the contract, with the exclusion of claims for compensation to the organiser, provided that the exhibitor is not responsible for the good cause or the damage suffered by the exhibitor is not merely negligible. If the exhibitor subsequently withdraws from the contract, it will get back the participation fee already paid; if the exhibitor withdraws in case of a shortening or full or partial close-down of the trade fair after its start, the participation fee shall be proportionally repaid. The registration fee must be paid in any case and will not be refunded. If the exhibitor does not withdraw immediately but within seven days after notification of the organiser of the postponement, shortening, full or partial close-down or cancellation of the trade fair at the latest, the exhibitor shall remain bound by the contract.

## **17. Limitation period**

All claims of the exhibitors against the organiser shall fall under the statute of limitations within twelve months, unless they are subject to a shorter limitation period. The limitation period shall commence at the end of the month in which the final day of the trade fair falls.

## **18. Final provisions**

Upon registration for participation, the exhibitor accepts these Terms of Participation and all parts of the house and ground regulations applicable at the exhibition site as legally binding. Additional agreements, special permits or regulations of any other kind require the organiser's written approval.

## **19. Partial invalidity**

If any provision of these Trade Fair and Exhibition Terms and Conditions should be or become invalid, this shall not affect the validity of any other provisions. The contracting parties undertake to replace the invalid provision with another valid provision, which comes as close as possible to the economic purpose of the invalid provision. The same shall apply in case of any loopholes.

## **20. Applicable law**

The laws of the Federal Republic of Germany shall apply, excluding the standardized UN sales law.

## **21. Place of performance and place of jurisdiction**

Place of performance and place of jurisdiction for all claims arising between the parties from the contractual relationship shall be D-Heidelberg, provided that the exhibitor is a general merchant, a body corporate organized under public law or a special fund under public law. However, the organiser is entitled to sue the exhibitor at any other legal place of jurisdiction.

**IFWexpo Heidelberg GmbH**  
**Landfriedstraße 1a**  
**D-69117 Heidelberg**

## **22. Applicable version**

Only the German version of these General Terms of Participation shall be applicable, the English version is only a translation without any commitment.