

Terms and Conditions for FMX 2010 Version: September 2009

1. Registration

The participation in FMX 2010 takes place by means of signed offer/booking. On the basis of the countersigned offer (date and signature), an appropriate contract is closed. The contract partner accepts all terms and conditions with the signature of the contract. The contracting party has to ensure that employees present at the event have received and respect the terms and conditions. These terms and conditions also apply to all future business between the organizer with the contracting party, without renewed reference to the terms and conditions. Eventual general trading conditions of the contracting party do not become part of contract.

2. Payment Terms and Cancellation

2.1 Payment Terms

After signature of the contract between FMX and the contract partner, FMX will invoice the contract partner for 100% of the total sum. This must be paid immediately after receipt of invoice (payment target: 14 days), at the latest it must be in the organizer's bank account before April 15, of the event year.

The contract partner has to ensure that the invoice amount without deduction (i.e. bank charges) must be credited to the organizer's account.

The prices given by the organizer are in Euro (€). Legal value added tax (VAT) is also added to the prices. In the case of a change of the value added tax, the organizer is entitled to adapt its prices accordingly.

2.2 Cancellation by the Contract Partner

Should the contract partner withdraw after signing the offer/booking confirmation, the contract partner commits itself to a payment of indemnity as follows:

Cancellation before January 01 of the event year -10% of the total sum

Cancellation before February 15 of the event year - 25% of the total sum

Cancellation before March 31 of the event year - 50% of the total sum

Cancellation after April 01 of the event year - 100% of the total sum

The contract partner will be given proof that this has resulted in no or minimal damage.

A cancellation must be accounted for in written form.

2.3 Cancellation by the Organizer

The organizer is entitled to the cancel, if:

a) the complete payment is not received before April 15 of the event year and/or the contract partner has still not paid before a specified extension period;

b) the booth is not assembled/occupied punctually before the opening of FMX;

c) the contract partner breaks the house regulations and does not rectify his behaviour despite being warned;

d) the stipulations for granting permission to persons designated by the contract partner are no longer fulfilled or the organizer is informed later of reasons which, known at an earlier date, would have justified non-admission. This applies in particular to the case of the opening of an insolvency of the contract partner's assets or refusal to insolvency proceedings because of lack of legal funds as well as the contract partners' inability to pay. The contract partner has to inform the organizer about the occurrence of such events immediately.

3. Standard Terms and Conditions

3.1 Date and place of the Event

If not contractually agreed upon, the date and hour as well as the place of the event booked by the contract partner is specified by the organizer, § 315 BGB. The date of entry for the registration is not relevant to this.

3.2 Event obligation

The contract partner is committed to accomplish the event as booked. If execution should become impossible, the contract partner must communicate this immediately to the organizer in written form.

3.3 Assembly and Disassembly

The exact assembly and disassembly dates will be communicated to the contract partner after conclusion of a contract. They are binding for the contract partner.

Damage to the floor, the walls and the rented or provided objects, is the responsibility of the contract partner. Applied material, foundations and damages are to be eliminated completely otherwise the organizer is entitled to let the work be done at the expense of the exhibitor. Large requirements on payment of damages remain unaffected by this.

3.4 Placement of Advertisements, Logos and Banners; Advertising and Editorial Deadline

The organizer will place advertisements in the event catalogue, the contract partners logo on the partner pages on the FMX internet site and catalogue, if something else has not expressly been agreed upon, according to § 315 BGB.

The contract partner is obliged to give the organizer his documents at the latest, at 3 p.m. on the day of the editorial deadline in the required electronic form suitable for the subsequent work ordered. The responsibility for the correctness of the artwork is exclusively the contract partners. After the organizer has received the artwork/documents from the contract partner, the organizer is not obliged to seek print permission.

The form of an editorial entry in the event catalogue is exclusively incumbent to the organizer.

3.5 Security and Cleaning

The security of the conference is the responsibility of the organizer. The security of technical equipment brought by the contract partner is the responsibility of the contract partner. It is recommended that damages be protected by a suitable insurance policy.

The organizer will provide general cleaning of the area and the place of event. Further cleaning of the booth is the responsibility of the contract partner. The contract partner is responsible for the disposal of waste caused by himself. Costs incurred by waste which go beyond the usual measure, will be paid by the party responsible.

3.6 Advertisement

Advertisement of any kind, in particular the distribution of advertising prints, is permitted only within the object rented by the contract partner. Laying out of advertising prints and info material is permitted only at designated places and in agreement and after permission from the organizer.

The organizer reserves the right to remove advertising material, laid out/set-up, without prior permission at the expense of the contract partner.

3.7 Subcontractors

The organizer is justified to assign orders totally or partly to third parties. The organizer's obligations to the contract partners remain unaffected.

3.8 Competition Protection

The organizers cannot guarantee the contract partner competition protection.

3.9 FMX Intellectual Property

The contract partner recognizes that all rights, in particular copyright, design patents, utility models and trademark laws of the FMX event, the FMX internet site and the "FMX" logo, are exclusively the organizers'.

3.10 Third Party Rights

Should a third party inform the contract partner that the organizer's services injures the rights of the third party, then the contract partner must inform the organizer immediately, comprehensively and in writing to give the organizer the opportunity to repel the claims.

If the contract partner leaves product designs, models or samples, to the organizer for the production of products, he must prove that these are free of third party patent rights. Should a third party make this claim, then the contract partner must release this upon first requirement. In this case, the organizer is entitled, without having to check the legal situation, to halt the production and delivery of the affected products until the situation has been clarified.

3.11 References

The organizer is entitled to use the contract partner as reference customer.

3.12 Infrastructure

The supply of electricity, data cables, telephone and other services in the rooms can only be carried out by the organizer. The contracting party is expressly forbidden to install a wireless network.

3.13 House Regulations

The contract partner is subject to the house regulations of the organizer during the conference in the whole conference area. Orders given by organizer employees, who must identify themselves with an ID card, are to be followed.

Apart from free samples, the supply of beverages of any kind and/or food is forbidden.

3.14 Photography, filming, sketching and audio recordings

Commercial photography, filming, sketching or production of audio recordings must have prior written permission from the organizer. The organizer reserves the right to withdraw authorized access to FMX, ban the violator from the event and take and destroy the material.

4. FMX Trade Floor Special Conditions

4.1 Exhibition Assembly

If something has not expressly been stated, the stand construction is the contract partner's responsibility.

The organizer reserves the right to limit, for technical reasons, the dimensions of the space occupied (width, depth, height) by max.15 cm. This does not entitle the contract partner to a price reduction.

4.2 Structure and Operation of the Booth

The contract partner commits itself to have the booth ready at the agreed time but at the latest, for the opening of the Trade Floor and to occupy the booth with personnel during the duration of the conference.

The disassembly has to take place during the time designated by the organizer.

Disassembly before the end of the conference is not permitted.

The contract partner must consider the overall image of the conference when constructing the booth. Due to this, the organizer is authorized to stipulate changes that must be made to the booth. The booth heights are to be kept as specified on the floor plan on our website www.fmx.de. Deviating booth heights must be registered with the organizer. The surrounding aisles may not be obstructed and have to be kept clear for safety reasons. All materials used for the booth must be flame resistant.

Demonstrations at the booth may not impair or disturb the surrounding booths and workshop areas. The use of microphones (or other loud acoustic instruments) is not permitted.

4.3 Associate Exhibitors

An associate exhibitor is someone who is present at the contract partner's booth with their own personnel and own exhibits. The contract partner must register all associate exhibitors at the booth. Associate exhibitors, subletting of the booth and the handing over of the booth to a third party are subject to payment and must have prior permission from the organizer.

For associate exhibitors, subletting of the booth or the handing over of the booth to a third party, the organizer will charge an additional organizational charge of 300 Euros plus VAT. All services used by associate exhibitors will be invoiced to the contract partner. The contract partner is responsible for the negligence of associate exhibitors as well as his own.

5. Guarantee

The organizer carries a guarantee in accordance with the laws, as far as something else has not been regulated.

The contract partner must immediately control all good deliveries and services for contract identity, faults and totality and if deviations or discrepancies appear, these must be reported immediately. If the contract partner omits to report these, then the goods or services are understood to be approved, unless it concerns a deficiency, which was not noticed during the examination. If such deficiencies show up later, then the contract partner must report this immediately after discovery; otherwise the goods or services despite the deficiencies, will be considered authorized. If the goods or services are considered to be authorized, the contract partner is unable to resort to § 437 f., 478 BGB. If the organizer discovers that one of the faults stated by the contract partner on the rented goods was caused by the supplier, the organizer must inform the contract partner in writing and shall give the contract partner the right to his suppliers guarantee and right of recovery. In this case, the contract partner can only use his guarantee and right to recovery against the organizer when he can prove that he has been unsuccessful in his course of action against the supplier.

6. Liability

The organizer is only liable for damages to life, body or health, when this is caused by the culpable breach of substantial contract obligations, as far as a violation against this endangers the contract or negligence by the organizer or the negligence of one of its legal representatives or executing aides. Herewith, the organizer excludes further liability. The product liability law is not affected.

The contract partner is liable according to legal regulations. The closure of an exhibitor insurance policy is recommended.

7. Official Permits

It is the contract partners' duty to obtain all necessary official authorization. The contract partner has the responsibility to conform with GEMA regulations as well as trade, police, health and other judicial regulations, in particular the "law for technical media" (Equipment Safety Law). All costs incurred by this (rates, etc.) must be carried by the contract partner.

8. Force Majeure

8.1 Cancellation of Conference

Should the organizer, due to circumstances beyond his control, for which neither he nor the contract partner are responsible for, not be able to hold the conference, the contractually agreed fee is void. The organizer can, however, invoice the contract partner for work which has already been carried out on their behalf, as long as the contract partner does not prove that the result of the work is of no interest to him.

8.2 Rescheduling of the Conference

Should the organizer be able to hold the conference at a later date, then the contract partner must be informed immediately. The contract partner is justified, within one week of receiving this information, to cancel his participation in the rescheduled conference. In this case, claims for rented property are not applicable.

8.3 Commenced Conference

If the organizer must shorten or call the initiated conference off due to circumstances beyond their control, then the contract partner has no right to reimbursement.

9. Final provisions

9.1 Data Protection Terms

The contract partner agrees that the organizer may use personal data in accordance with the German Data Protection Act - also using automatic data processing - for business purposes: storage, further use or passing it on. The contract partner agrees that the organizer may use business data also under employment of automatic data processing - storage, further use or passing it on, only when the purpose is necessary for the organizer or the connected enterprises or justified interest exists.

9.2 Secrecy

The contract partner commit themselves mutually, in all context of the contractual relationship, to keep trade secrets without reservation and not to discuss them openly with third parties. All data concerning operational activities of each contract partner are considered to be trade secrets as long as the contract partner does not disclose this publicly. These obligations also exist after the length of contract.

9.3 Written Form

Deviations from contents of this contract as well as other agreements are only binding when confirmed in writing by the organizer.

Oral agreements are not made.

9.4 Jurisdiction - German Law - Contract language

Place of jurisdiction is Ludwigsburg.

All legal relations between the contract partner and the organizer takes place under German jurisdiction. The convention of the United Nations over contracts for the purchase of international goods (CISG) does not apply.

If a contract is written in several languages, only the German version is obligatory for both contract parties.

9.5 Place of Execution

Place of execution is Stuttgart.

9.6 Severability Clause

If sections of the contract, future new terms or if sections of these terms and conditions should become totally or partly ineffective or totally or partly loose effect in the future then the validity of the remaining sections is not affected. In this case, the contract partner agrees, instead of the ineffective and impracticable regulations.