

General Terms and Conditions for Exhibitions and Sponsorship in the context of the Expert Conference KERntechnik

1. General

Agreements with participants in exhibitions (hereinafter "the Exhibition") and agreements with sponsors (hereinafter "Sponsorship") in the context of the "Expert Conference KERntechnik" (hereinafter "KERntechnik") are governed by the provisions set out in the Application Form, in the information brochure "Invitation to Exhibitors and Sponsors" and the exhibitors' guide (hereinafter "Exhibition Manual"), and the General Terms and Conditions (hereinafter "Terms") set out below.

The organizers of the exhibitions and sponsorship are Kerntechnik Deutschland e.V. (KernD), Robert-Koch-Platz 4, 10115 Berlin (hereinafter "KernD"), Kerntechnische Gesellschaft e.V. (KTG), Robert-Koch-Platz 4, 10115 Berlin (hereinafter "KTG") and INFORUM Verlags- und Verwaltungsgesellschaft mbH, represented by General Manager Dr. Thomas Behringer, Robert-Koch-Platz 4, 10115 Berlin as the implementing entity (hereinafter "INFORUM"). INFORUM is the sole contractual partner for exhibitors and/or sponsors (hereinafter "Participants") and is authorised to represent KERntechnik in all legal transactions, claims and demands in connection with the Exhibition or Sponsorship (hereinafter "Event"). INFORUM has the right to call upon third parties to carry out the Event.

2. Event Registration

The only way to register for the Event is by submitting the registration documents devised for this purpose by INFORUM, which must be filled in completely and legally validated by a signature. For exhibitors this is the "[Booth Application Form](#)" and for sponsors it is the "[Sponsorship Form](#)".

The submission of the registration documents constitutes an offer from the Participant to conclude an Exhibition or Sponsorship Agreement, which is acknowledged in the form of a written confirmation of Acceptance at the Event from INFORUM.

INFORUM reserves the right not to acknowledge registrations submitted by means other than the registration form.

An agreement on participation in the Event does not take effect until after registration has been confirmed in writing by INFORUM.

Furthermore any changes or additions to the agreement must always be made in writing.

3. Acceptance at the Event

INFORUM makes decisions on participation at the Event on the basis of the provisions applicable to all Participants (hereinafter "Acceptance"). The Participant must check the information contained in the Acceptance for accuracy. If there is any contradiction between the content of the Acceptance and the content of the Registration Form, the Agreement shall take effect based on the content of the Acceptance, unless the Participant lodges a written objection within two weeks of receiving the Acceptance.

The allocation of stands is performed by INFORUM. INFORUM will make every effort to allocate stands in accordance with the wishes and interests of Participants. However no Participant – with the exception of Level Sponsors – is entitled to be allocated a particular area in a particular place.

If the allocation of stands results at short notice in a lack of space, shifts in position or any other unforeseeable complications, INFORUM reserves the right to modify the size of the stand indicated in the Acceptance. If the size of the stand is reduced, the cost of the stand will be reduced accordingly and the amount reimbursed to the Participant. If INFORUM allocates the Participant a particular stand, it does so without obligation, and INFORUM reserves the right to allocate a different stand on site.

4. Rights and Duties of the Participant during the Exhibition

Every Participant takes specific responsibility for observing the statutory and/or administrative rules and regulations, in particular relating to environment protection, fire safety and accident prevention, as well as the General Terms and Conditions of the venue.

The Participant also bears sole individual responsibility for equipping the stand (including with extension cables etc.) and – depending on the booking – for designing it in accordance with the rules and regulations and the specific nature of the exhibition site. Moreover, every Participant is individually responsible at his/her own expense for staffing and security at his/her stand. The Participant will entrust the service provider engaged by INFORUM or the company working in partnership with INFORUM with the security for his/her stand. If the Participant has not booked a ready-fitted Exhibition stand, he/she is solely responsible for putting up and taking down the stand at his/her own expense.

The construction and design of the stand must be completed by the day before the Event. The Participant does not have the right to begin constructing the stand or to bring Exhibition goods into the Exhibition rooms before the time indicated in the Exhibition Manual. The Participant must completely remove the stand including all structures and objects brought onto the premises by the end of the last day of the Event. The Participant is not permitted to dismantle the stand before the Exhibition has closed.

Electricity supply, WLAN, cleaning and other ancillary services are by no means included in the price. The Participant will receive separate offers for these along with the Exhibition Manual.

The provision of food and drink at the stand (hereinafter "Stand Catering") is likewise not included in the price; Stand Catering is the sole responsibility of the catering service provider engaged for the Event location. Prices and terms will be provided separately to the Participant along with the Exhibition Manual.

If the Participant wishes to allow third parties to use his/her stand (in return for a fee or free of charge), the explicit consent of INFORUM must always be obtained in advance. If the Participant approves the use of his/her stand by third parties (hereinafter "Third Parties"), INFORUM has the right to require an additional fee of EUR 500.00 plus value added tax from the Participant. Third Parties must always be registered together with the Participants. The Third Party consents to these General Terms and Conditions.

5. Audio and Visual Recordings

Audio and visual recordings and other recordings and transmissions of the Event of whatever kind always require the prior written consent of INFORUM. As INFORUM can undertake audio and visual recordings during the Event, the Participant consents to the publication and dissemination of these visual and audio recordings for reporting about the Event or for commercial purposes. This consent is also deemed to have been granted if the Participant as a natural person can be personally recognised in the picture.

6. Prices, Due Date and Payment

The price of the Exhibition or Sponsorship packages (hereinafter "Package Price") will be invoiced to the Participant following Acceptance, and at the latest by the end of March in the year of the Exhibition concerned. Prices are based on the size and amenity category of the space or stand selected by the Participant or by the selected Sponsorship options.

The full amount of the Package Price falls due upon receipt of the invoice and must be paid in full within 30 days. If the Participant falls into arrears, INFORUM reserves the right to charge a fixed reminder fee of EUR 2.50 per reminder. The Participant is entitled to demonstrate that the loss incurred is less than the fixed fee or that there has been no loss. INFORUM explicitly reserves the right to claim greater damages as a result of the delayed payment.

Any services additionally taken up (such as stand equipment, electricity supply and WLAN, Stand Catering, stand security etc.) which are not included in the above-mentioned offer and incur additional costs will be invoiced directly by the contractual partner concerned. The currently applicable version of the relevant terms and conditions shall apply.

The Participant may only offset or exercise lien against uncontested claims or claims which have the force of law.

7. Implementation of the Event

INFORUM has the right to call upon external service providers to implement the Event. INFORUM has the right to cancel an Event or to change the location, dates or duration on commercial or legal grounds if this is required by good cause or force majeure such as strike, administrative act etc. INFORUM will inform Participants as soon as it becomes aware of the cancellation or change. In the event that the location or dates of the Event are changed or another such modification occurs, the Participant has the right to withdraw from the Agreement. This withdrawal must be notified to INFORUM in writing immediately and at the latest within 14 days of receiving notification of the change. If the Event is cancelled or the location or dates or duration are changed for reasons beyond the control of INFORUM, the Participant has an obligation to assume an appropriate share of the costs incurred by the organiser in preparing the Event. The Participant is not entitled to assert any further claims, in particular claims for damages, against INFORUM, unless the cancellation or change is the result of a malicious or grossly negligent act by INFORUM or its agents.

INFORUM has the right to refuse registration for an Event without supplying reasons.

8. Cancellation or Change by Participants

Exhibitors and Sponsors may cancel or amend their participation up until 30 November in the year prior to the year in which the Event is to be held. INFORUM will reimburse the full amount paid in the event of a cancellation undertaken in good time.

Neither Exhibitors nor Sponsors may undertake cancellations or amendments after 30 November in the year prior to the year in which the Event is to be held; the full amount is payable.

9. Hotel Bookings

Further information about booking hotels can be found on the website at www.kerntechnik.com.

10. Data Protection

INFORUM collects customer's data during the performance of the contract as well as for the purpose of implementation of the Event. When doing so, INFORUM complies in particular with the provisions of the General Data Protection Regulation (GDPR). Unless it has the customer's consent, INFORUM will not collect, process or use the customer's standard and utilisation data unless this is necessary for the performance of the contract, for the utilisation and settlement and for the implementation of the Event. In particular, INFORUM will not use the data for purposes of advertising or of market or opinion research without the customer's consent. The customer has the opportunity to obtain information regarding the data concerning him/her that have been stored (by sending an email to INFORUM at info@KernD.de; enter "Personal Data" in the subject line).

Additional information is available in the INFORUM [Privacy Statement](#) found at www.KernD.de.

11. Copyright and Rights of Use

INFORUM is exclusively entitled to all rights in all presentations and Event documents, in particular author's use and exploitation rights, in relation to the Participant. The Participant is in particular not entitled to copy, edit or reproduce licensed material, in particular the Proceedings circulated in connection with the Event, or to make it available to third parties. The Participant undertakes to respect and uphold the brand rights and copyright of INFORUM, KernD, KTG and their associated companies and service providers at all times and under all circumstances.

The Participant declares the he/she is entitled to pass on all documents, in particular to use the logo/name etc., which he/she has made available to INFORUM under this Agreement. The Participant indemnifies INFORUM against all third-party claims, including the costs of legal defence, arising in the event that any advertising by the Participant, in particular the logo provided by the Participant, violates the rights of third parties or any other legal requirements.

The Participant consents to the publication of his/her name and logo during the performance of the corresponding Agreement.

The Participant bears sole responsibility for the entire content of the Participant's publicity material and other information documents.

12. Warranty/Liability

INFORUM assumes no duty of care for exhibition goods brought on site, stand equipment or objects in the possession of the persons working on stands. The Participant bears sole responsibility for insuring items brought onto the Exhibition site against transportation risks, damage, theft etc.

INFORUM assumes no liability whatsoever, except for any claims for compensation by the Participant resulting from injury to life, limb or health or from the violation of any cardinal contractual duties, or for other damage or loss resulting from a malicious or grossly negligent violation of duty by INFORUM, its legal representatives, or its agents in the performance of the Agreement. In the event that a cardinal duty has been violated, INFORUM shall only be liable for typical foreseeable damage or loss where it is the result of simple negligence, unless the Participant files a claim for compensation for an injury to life, limb or health. This provision is without prejudice to the provisions of the German Product Liability Act. INFORUM does not assume any guarantees. To the extent that INFORUM's liability is precluded or limited, this applies *mutatis mutandis* to the personal liability of its employees, representatives and agents.

The Participant is liable vis-à-vis INFORUM for any damage culpably induced by the Participant, his/her legal representatives, employees or agents in the performance of the Agreement or related tasks, including any damage to buildings on the Exhibition site or to their furnishings, and hereby indemnifies INFORUM against any claims for compensation by third parties on the grounds of such damage. This undertaking likewise applies to any administrative fines imposed on INFORUM in connection with the Event.

13. Final clauses

Agreements between INFORUM and the Participant are subject to the law of the Federal Republic of Germany.

The place of performance and jurisdiction is the registered office of INFORUM.

If any clauses in the Agreement are without effect in full or in part, or if the Agreement should fail to contain any provision, this shall not impair the validity of the remaining clauses or part provisions. Invalid or missing clauses will be substituted by the relevant legal norms.