19th European Congress of Trauma & Emergency Surgery

“BRINGING THE LIGHT”

6 - 8 May 2018, Valencia, Spain

INVITATION TO EXHIBITION, ADVERTISING AND SPONSORING

ECTES 2017 © Mondial Congress
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GENERAL TERMS AND CONDITIONS INTERCONGRESS GMBH
WELCOME TO EXHIBITORS AND SPONSORS

The European Society for Trauma and Emergency Surgery (ESTES) cordially invites you to be part of the 19th European Congress of Trauma and Emergency Surgery, 6-8 May 2018 in Valencia, Spain.

The European Congress of Trauma and Emergency Surgery (ECTES) offers a large range of exhibition possibilities, symposia, advertisements and other marketing services and is therefore the perfect platform to present your company and products to the outstanding faculty and 1200 participants from all over the world.

We would like to point out that the support of the industry has always been essential for the success of the ESTES Congresses. We therefore hope that you will accept this invitation and join us at the ESTES Congress 2018 in Valencia.

In this brochure, you will find detailed information on different opportunities that the ESTES Congress is offering to represent your company: Different levels of partnerships (with additional benefits), industrial exhibition, symposia, workshops, advertisements in the 2nd announcement and final programme and many more.

This Exhibition and Sponsoring Brochure contains all the information that you may need for the congress. We strongly encourage you to read it thoroughly, which will help in the preparation of your exhibition stand and will also serve as a source of reference and information. In case you may need further assistance, require additional services or more information on general aspects of the exhibition please do not hesitate to contact the addresses below.

We look forward to welcoming you to Valencia in 2018 and thank you for your extensive support.

scientific committee

Isidro Martinez Casas Chairman ECTES 2018
Salvi Prat Fabrega Vice-Chairman
Mª Soledad Montón Condón LOC
Marius Keel President
Hayato Kurihara Treasurer
TARGET GROUPS AND MAIN SCIENTIFIC TOPICS

The annual ESTES congress attracts skeletal trauma surgeons, general surgeons, anesthesiologists, emergency physicians, visceral surgeons, orthopaedics and intensive-care specialists. Scientific sessions will cover a variety of topics, including:

- Acute care surgery - organisational models
- Intrabdominal infections
- Point of care Ultrasound (POCUS)
- Laparoscopy in trauma and emergency surgery
- Endoscopy in the critically ill patient
- Damage control principles in abdominal trauma & peritonitis. DC Radiology
- Nutrition in acute care surgery
- Cerebrospinal trauma
- Management of severe haemorrhage
- Bone infections
- Geriatric patients: improving care outcomes
- Complex injuries of the limbs: amputation / limb saving
- Polytrauma - multidisciplinary approach
- Initial high energy trauma management
- Hip and pelvic fractures
- Complex articular injuries
- Thromboembolic prophylaxis in trauma
- Innovations and advanced technology: 3D printing & wound care
- Trauma education and simulation
- Disaster planning: Medical preparedness for human and natural disasters
- Rescue surgery
- Trauma registries
- Military surgery
- Endovascular balloon occlusion of the aorta (REBOA)

PRELIMINARY SESSIONS TITLES

- Damage control in trauma and emergency surgery
- Polytrauma – How to prioritize?
- Cerebral Trauma
- Laparoscopy in visceral trauma
- Geriatric emergency surgery
- Recent disasters: lessons learned
- Point of care Ultrasound
- Complex injuries of the limbs
- Polytrauma – definition and management aspects
- What does the critically ill patient require?
- Spinal trauma
- Laparoscopy in emergency surgery
- Geriatric trauma
- Military surgery
- Abdominal trauma
- Thoracic and vascular trauma
- Endoscopy in the critical patient
GENERAL INFORMATION

Dates: 
Set-Up: 5 May 2018  
Congress: 6-8 May 2018  
Dismantling: 8 May 2018

Venue: 
Palacio de Congresos, Valencia Conference Centre  
Avda. Cortes Valencianas, nº 60, Valencia, Spain  
http://www.palcongres-vlc.com/

Exhibition areas:  
Foyers

Photos 2017 © The Valencia Conference Centre

SITE MAP OF THE VALENCIA CONFERENCE CENTRE
FACTS AND FIGURES ECTES 2017 (total attendees: 1051, graphics showing percentages)

ECTES 2017 Bucharest

Attending World Regions in % (except Europe)

ECTES 2017 Bucharest

Attending European Countries (TOP 15)
FACTS AND FIGURES ECTES 2012-2017

**- TOP 15 countries over the past 6 years -**

- Netherlands: 16.36%
- Germany: 12.13%
- Switzerland: 10.11%
- Czech Republic: 8.73%
- France: 6.45%
- Spain: 6.45%
- United Kingdom: 5.93%
- Italy: 5.93%
- Romania: 5.16%
- Austria: 4.55%
- Japan: 3.54%
- United States: 2.80%
- Portugal: 2.61%
- Greece: 2.61%

Average of TOP 15 Attending Countries ECTES 2012 – 2017 in %

No matter where they are from, your audience is at ECTES!

CONTACT

**Organisation of congress**
Mondial Congress & Events
Operngasse 20b
1040 Vienna, Austria
Fon +43 1 58804-0
Fax +43 1 58804-185
ectes@mondial-congress.com
www.estesonline.org

**Organisation of exhibition and sponsorship**
Intercongress GmbH
Wilhelmstr. 7
65185 Wiesbaden, Germany
Sina Mürdter
Fon +49 611 97716-55
sina.muerdter@intercongress.de
www.intercongress.de
PROCEDURE OF APPLICATION

You can individually select the marketing benefits you prefer. To reach a partner level, the total amount of investment (marketing benefits and exhibition space) counts. This booking manual includes information on all marketing benefits available as well as the corresponding booking forms.

Some marketing benefits are only available on a restricted number. For these benefits the date of receipt of the booking form is important, as the benefits will be distributed on a first-come, first-served basis. For the allocation of the exhibition spaces and symposia rooms, companies that have reached a partner level will be served first, then all companies without a partner level on a first-come, first-served basis. Within a partner level, the company with the highest investment will be served first.

Becoming a partner makes your participation at the ESTES Congress special! All partners receive valuable advantages and will be promoted with their partner level and company logo to the ESTES board and all congress participants – your customers.

PARTNERSHIP LEVELS

The following partnership-levels can be achieved (marketing benefits + exhibition space):

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<table>
<thead>
<tr>
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<tbody>
<tr>
<td>Gold</td>
<td>Silver</td>
<td>Bronze</td>
</tr>
<tr>
<td>EUR</td>
<td>EUR</td>
<td>EUR</td>
</tr>
<tr>
<td>34,000,-</td>
<td>25,000,-</td>
<td>16,000,-</td>
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PARTNER RECOGNITION AND ADVANTAGES

All partners and exhibitors will receive the highest recognition for their support of the ESTES Congress 2018 in Valencia. Partners will be mentioned on the congress website after signing the marketing agreement. Additionally, they will receive advantages/acknowledgement, benefits and entitlements according to their partner level.

Gold
Free choice of booth location
First of all partners and exhibitors to choose the room for the symposium/workshop (if booked)
Promotion as Gold-Partner in final programme/on congress website with logo & link

Silver
Free choice of booth location, after Gold-Partner has made its choice
After Gold-Partner next in order to choose the room for the symposium/workshop (if booked)
Promotion as Silver-Partner in final programme/on congress website with logo & link

Bronze
Free choice of booth location, after Gold-Partner and Silver-Partner have made their choice
After Gold- and Silver-Partner next in order to choose the room for the symposium/workshop (if booked)
Promotion as Bronze-Partner in final programme/on congress website with logo & link

Currency & VAT: All prices are quoted and payable in EURO, plus 19% VAT for Germany-based companies/plus 19% VAT for companies in all other EU countries without VAT ID/without VAT for companies in all other EU countries with VAT ID (Reverse-Charge)/without VAT for companies of third countries outside the EU (Reverse charge)/plus 8% VAT on sponsoring activities for swiss companies.
EXHIBITION

Exhibitors will be listed on the congress website after signing the stand application and will furthermore be shown in the exhibitor overview in the final programme.

The exhibition is an important addition to the scientific programme, providing its attendees with the opportunity to update themselves on the latest technical developments in Trauma and Emergency Surgery. Therefore it is the ideal place to increase your visibility and to present your latest innovations as well as approved technologies and products to a large number of key-decision makers and potential clients.

The exhibition will be located in close vicinity to the lecture halls and all coffee and lunch breaks will take place within the exhibition area. Thus, the exhibition offers the perfect platform for you to contact the congress participants. First the companies that have reached a partner level will choose their exhibition spaces and then the stand sites will be allocated on a first come, first served basis.

**Price per sqm:** EUR 530,-
(including exhibitor service, general waste collection, corridor cleaning, one exhibitor badge for free per 3 sqm exhibition space to visit the lectures and mention as exhibitor in the final programme, on the internet and onsite)

**Extra charges for stand types:**
- stand in a row (1 open side) → no extra charge
- corner stand (2 open sides) → plus 10% extra charge
- top stand (3 open sides) → plus 15% extra charge
- block stand (4 open sides) → plus 20% extra charge

Please note, that this rate includes floor space only and does not include wall separations or additional services such as stand cleaning, furniture or electricity. These have to be ordered separately, at additional cost.

Currency & VAT: All prices are quoted and payable in EURO, plus 19% VAT for Germany-based companies/ plus 19% VAT for companies in all other EU countries without VAT ID/ without VAT for companies in all other EU countries with VAT ID (Reverse-Charge)/ without VAT for companies of third countries outside the EU (Reverse charge)/ plus 8% VAT on sponsoring activities for swiss companies.
SATELLITE SYMPOSIA (DURING LUNCH BREAK) EUR 10,000,-

Satellite symposia should be designed to attract the widest possible audience. The organising committee especially encourages satellite symposia which highlight the most recent advances in the field of trauma and emergency surgery and explore their implications for clinical practice. The maximum number of parallel lunch symposia has been set at three.

Cost of satellite symposium includes:
- the basic equipment of the lecture room: room rental for the time slot of 60 minutes, table and chairs for two chair persons incl. 1 table microphone, 1 lectern with a fixed microphone, 1 screen, 1 data projector, chairs arranged in theatre-style, 1 host(ess) available in the lecture room during the session
- 1 congress bag insert to announce the symposium (max. format DIN A4, double side, 1 page)

Please note:
All expenses for travel and congress registration of speakers and chair persons participating in the satellite symposium are at the sole expense of the sponsor.

Any additional requirements, e.g. translation, extra audio-visual equipment, extra furniture, extra decoration, extra assistance, changes in set-up of the room exclusively for the satellite symposia, catering, etc. need to be organised in advance directly via Intercongress and are at the sole expense of the sponsor. Set-up and management are at the company’s full discretion.

WORKSHOPS & HANDS-ON WORKSHOPS EUR 6,000,-

Registered exhibiting companies are invited to schedule Workshops or Hands-on Workshops within the framework of the official scientific programme of the congress during specific 60 - minute time slots. Please indicate the principal topic of the session, and the organising committee will endeavour to allocate sessions with different topics to the parallel slots. The purpose of these sessions is to address current practice and usage of medical devices and equipment. Workshops will be held within the congress center in assigned lecture rooms for a limited number of delegates.

Cost of Workshop includes:
- the basic equipment of the lecture room: room rental for the time slot of 60 minutes, table and chairs for two chair persons incl. 1 table microphone, 1 lectern for the speakers with a fixed microphone, 1 screen, 1 data projector, chairs arranged in theatre-style, 1 host(ess) available in the lecture room during the session
- 1 congress bag insert to announce the workshop (max. format DIN A4, double side, 1 page)

Please note:
All expenses for travel and congress registration of speakers and chair persons participating in the workshops are at the sole expense of the sponsor.

Any additional requirements, e.g. translation, extra audio-visual equipment, extra furniture, extra decoration, extra assistance, changes in set-up of the room, catering, etc. need to be organised in advance directly via Intercongress and are at the sole expense of the sponsor. The sponsor will receive further information from Intercongress. Set-up and management are at the company’s full discretion.

Currency & VAT: All prices are quoted and payable in EURO, plus 19% VAT for Germany-based companies/ plus 19% VAT for companies in all other EU countries without VAT ID/ without VAT for companies in all other EU countries with VAT ID (Reverse-Charge)/ without VAT for companies of third countries outside the EU (Reverse charge)/ plus 8% VAT on sponsoring activities for swiss companies.
ADVERTISING 2nd ANNOUNCEMENT

- Number of copies: approx. 3,000
- Date of publication: end of summer 2017
- PDF and print version

1 page inside: full colour  
EUR 2,500,-

ADVERTISING FINAL PROGRAMME

- Number of copies: approx. 2,000
- Date of publication: approx. April 2018
- PDF and print version

1 cover page (inside): full colour  
1 page inside: full colour  
Bookmark  
EUR 3,400,-  
EUR 2,900,-  
EUR 3,900,-

ADVERTISING EUROPEAN JOURNAL OF TRAUMA AND EMERGENCY SURGERY

1 page inside (black/white)  
1 page inside (2 colors)  
1 page inside (full color)  

EUR 1,900,-  
EUR 2,490,-  
EUR 2,940,-

CONGRESS BAG INSERTS  
EUR 1,000,-

Companies have the opportunity to have their inserts (company or product brochure) added to the congress materials contained in the official congress bag (max. format DIN A4, double side, 1 page).

1,000 pieces (excl. costs for production and delivery)

LANYARDS (EXCLUSIVE)  
EUR 2,000,-

Participants will be provided with an official congress name badge and sponsor’s lanyard to be worn for the duration of the congress. Name badges are required in order to gain access to the scientific programme sessions and the industrial exhibition. The design of the lanyards has to be approved by the organising committee in advance.

1,200 pieces (excl. costs for production and delivery)

Currency & VAT: All prices are quoted and payable in EURO, plus 19% VAT for Germany-based companies/plus 19% VAT for companies in all other EU countries without VAT ID/without VAT for companies in all other EU countries with VAT ID (Reverse-Charge)/without VAT for companies of third countries outside the EU (Reverse charge)/plus 8% VAT on sponsoring activities for Swiss companies.
PADS (EXCLUSIVE) 

Writing pads will be inserted in the congress bags (min. format DIN A5).
1,000 pieces (excl. costs for production and delivery)

**EUR 1,000,-**

PENS (EXCLUSIVE) 

Pens will be inserted in the congress bags.
1,000 pieces (excl. costs for production and delivery)

**EUR 1,000,-**

PENS (REGISTRATION DESK) (EXCLUSIVE) 

During the congress, there is a large usage of pens at the registration desk: Participants, who are arriving, fill in the registration forms, buy tickets for the congress dinner, pick up their certificates etc. For most of these activities they need a pen to write and mostly take it along (500 pieces).

**EUR 500,-**

INTERNET CORNER (EXCLUSIVE) 

There will be work places with approx. three computers and internet. Participants check in for their flights, look up information etc. As sponsor, you will e.g. provide pads and pens and display your logo on the screens.

**EUR 3,000,-**

FLOOR PRINTS 

Excellent for marking your location at the congress. Printed vinyl, anti-slip laminated on floor. Maximum width without overlapping 1,45 m (incl. production)

**EUR 1,400,-**

BANNERS 

Hung from the foyer pillars. Promoting can easily be done with these banners within the congress (5x1 m PVC banner printed on both sides, including production).

**EUR 3,200,-**

Currency & VAT: All prices are quoted and payable in EURO, plus 19% VAT for Germany-based companies/ plus 19% VAT for companies in all other EU countries without VAT ID/ without VAT for companies in all other EU countries with VAT ID (Reverse-Charge)/ without VAT for companies of third countries outside the EU (Reverse charge)/ plus 8% VAT on sponsoring activities for swiss companies.
XTRALITE STICKERS  
EUR 1,400,-

1.50x1 m printed directly on Xtralite 5 mm.
Will be placed at the venue (including production).

RELAXATION AREA  
EUR 2,500,-

For recreation, there will be sit-down areas within the industrial exhibition and poster area. You can become partner of one of our several sit down areas and brand it with your company logo, roll-ups and other marketing material.

SPECIAL E-MAILING TO CONGRESS PARTICIPANTS  
EUR 3,200,-

The ECTES offers a promotional e-mailing to all participants who have preregistered (approx. 800 preregistered participants) 1 week before the congress.

The e-mailing will be sent out to all participants with the reference „ECTES 2018“. The text and layout can be created by the company in consultation with Intercongress - e.g. a personal invitation to your exhibition booth or an industry symposium, or simply some information about a product. It is also possible to attach a PDF with further information.

This promotion has a special advantage: All recipients will actually be present at the ECTES. Thus, target groups can be specifically addressed.
SPONSORING APPLICATION

Please return application to:
Intercongress GmbH
Sina Mürdter, Wilhelmstr. 7, 65185 Wiesbaden, Germany
Phone +49 611 977 16-55 Fax +49 611 977 16-16
sina.muerdter@intercongress.de

Company: ____________________________________________________________
Street: ______________________________________________________________
Postcode, City, Country: ________________________________________________
Please state a deviating billing address separately.
Contact:  ☐ Mr. ☐ Ms. ____________________________________________________
Phone/ Fax: ____________________________ / ____________________________
E-Mail: ______________________________________________________________
VAT-ID: ______________________________________________________________
Homepage: ____________________________________________________________

☐ SATELLITE SYMPOSIA (DURING LUNCH BREAK) EUR 10,000,-
☐ WORKSHOP EUR 6,000,-

ADVERTISING
☐ 2nd Announcement:
  ☐ 1 page inside (full color) EUR 2,500,-
☐ Final programme:
  ☐ 1 cover page (inside): full colour EUR 3,400,-
  ☐ 1 page inside (full color) EUR 2,900,-
  ☐ bookmark EUR 3,900,-
☐ European Journal of Trauma and Emergency Surgery:
  ☐ 1 page inside black/ white EUR 1,900,-
  ☐ 1 page inside 2 colours EUR 2,490,-
  ☐ 1 page inside full colour EUR 2,940,-

MARKETING BENEFITS
☐ Congress Bag Inserts EUR 1,000,-
☐ Lanyards (exclusive) EUR 2,000,-
☐ Pads (exclusive) EUR 1,000,-
☐ Pens (exclusive) EUR 1,000,-
☐ Pens Registration Desk (exclusive) EUR 500,-
SPONSORING APPLICATION

Page 1/2

☐ Internet Corner (exclusive) EUR 3,000,-
☐ Relaxation Area EUR 2,500,-
☐ Special E-Mailing to congress participants EUR 3,200,-

BRANDINGS
☐ Floor Prints EUR 1,400,-
☐ Banners EUR 3,200,-
☐ Xtralite Stickers EUR 1,400,-

For calculating the partner level, please sum-up the total price of marketing services and the costs of the exhibition space (including extra charges).

Total price of marketing benefits: € _ _ _ _ _ _ _
Partner-level: _ _ _ _ _ _ _

Gold EUR 34,000,- +
Silver EUR 25,000,- +
Bronze EUR 16,000,- +

Currency & VAT: All prices are quoted and payable in EURO, plus 19% VAT for Germany-based companies/plus 19% VAT for companies in all other EU countries without VAT ID/without VAT for companies in all other EU countries with VAT ID (Reverse-Charge)/without VAT for companies of third countries outside the EU (Reverse charge)/plus 8% VAT on sponsoring activities for Swiss companies.

Place, date stamp, legal signature
The general conditions of Intercongress GmbH are accepted by signature. Place of jurisdiction is Freiburg. According to German law § 33 BDSG we herewith inform you that all clients data are being stored in our database.
STAND APPLICATION

Please return application to:
Intercongress GmbH
Sina Mürdter, Wilhelmstr. 7, 65185 Wiesbaden, Germany
Phone +49 611 97716-55 Fax +49 611 977 16-16
sina.muerdter@intercongress.de

Company: 
Street: 
Postcode, City, Country:  
Please state a deviating billing address separately.

Contact:  ☐ Mr. ☐ Ms. 
Phone/ Fax:  
E-Mail:  
VAT-ID:  
Homepage:  

Requested stand size: ................. sqm (length ...... m x width ...... m)

Stand fee:  
EUR 530,- per sqm exhibition space  
incl. additional costs for exhibitor service, general waste collection during set-up and dismantling, corridor cleaning, one exhibitor badge for free per 3 sqm exhibition space to visit the lectures and mention as exhibitor in the final programme, on the internet and onsite.

Extra charges:  
☐ Stand in a row (1 open side) No extra charge
☐ Corner stand (2 open sides) 10% extra charge
☐ Top stand (3 open sides) 15% extra charge
☐ Block stand (4 open sides) 20% extra charge

The prices listed above are to be understood per sqm plus 19% VAT for Germany-based companies/ plus 19% VAT for companies in all other EU countries without VAT ID/ without VAT for companies in all other EU countries with VAT ID (Reverse-Charge)/ without VAT for companies of third countries outside the EU (Reverse charge)/ plus 8% VAT on sponsoring activities for swiss companies and are valid for the whole exhibition period. Days required for set-up and dismantling are counted as exhibition days. When calculating the rental fee, space occupied by hall pillars cannot be deducted from the stand area. Every fraction of one sqm will be charged in full. Any expenses for additional requests and orders (power supply, furniture, flowers etc.) have to be paid separately by the exhibitor. 800 EUR are calculated for each co-exhibitor on the rental space. Cancellations and alterations have to be effected in writing and confirmed by Intercongress GmbH. In case of cancellation after 04 November 2017, 50% of the full rental fee will be imposed. A cancellation before this date will result in a cancellation fee amounting to 25% of the full rental fee. In case an exhibition stand is cancelled after 04 April 2018 a cancellation fee amounting to 100% of the full rental fee will be charged.

Place, date 
Stamp, legal signature

The general conditions of Intercongress GmbH are accepted by signature and can be forwarded on request. Place of jurisdiction is Freiburg. According to German law § 33 BDSG we herewith inform you that all clients data are being stored in our database.
General Terms and Conditions of Business for the Rental of Exhibition Space

1. Preamble
1.1. Contracting parties to the rental agreement shall be the Organiser and the Exhibitor. The Organiser will be published in the printed material of the event. In case Intercongress GmbH is not the Organiser of the event, the Organiser shall be represented by Intercongress GmbH, Wilhelmstr. 7, 65185 Wiesbaden, Germany (hereinafter “IC”) for the purposes of concluding and amending the agreement and exercising dispositional rights as well as performance under the agreement.

1.2. Services on the part of the Exhibitor shall be rendered exclusively on the basis of these General Terms and Conditions of Business. They shall also apply to the participation of the Exhibitor in future events and that the Exhibitor provided that the latter is represented by IC. In no regard. Any Terms and Conditions of the Exhibitor which deviate from or conflict with these Terms and Conditions of Business shall not be accepted, not even in the event of the receipt of his services without further reservations.

2. Quotation and conclusion of contract
2.1. Quotations made in prospectuses, advertisements etc. shall be subject to change without notice and without obligation, also with regard to price details. Submission of the completed standard application to contract on the part of the Exhibitor. The Exhibitor shall be bound to this offer until four weeks after the deadline of receipt stated on the application form. In case this deadline has already expired, he shall be bound to his offer for four weeks. In case of a businessman, the contents of the stand confirmation shall be binding for the agreement, even if these differ from the contents of the application and the Exhibitor does not object to the amendment within 14 days.

2.2. The agreement shall also include the house rules, the product classification as well as the organizational and technical provisions of the event location which shall be forwarded to the Exhibitor prior to the event.

3. Authorization to exhibit
3.1. IC shall decide upon consultation with the Organiser on the authorization of an Exhibitor. A right to be authorized shall not exist.

3.2. The event is primarily open to manufacturing companies. Distributors and importers may not be authorized as Exhibitors unless they are able to produce evidence of having exclusive sales rights for the Federal Republic of Germany. In each case, only one stand may be rented for the same product/service by one manufacturer and used for the application. In case that the Exhibitor has not fulfilled these prerequisites, the Organizer may rescind the Agreement.

3.3. The Exhibitor shall only be permitted to use the stand himself. Assignment of the entire stand or the part thereof to other companies shall require the consent of the Organiser. The latter may increase the price (Clause 4). The Co-Exhibitors shall be joint and each liable for all contractual obligations.

4. Allocation of exhibition space
4.1. Exhibition space shall be allocated according to the order of receipt of applications. The date of receipt by IC shall be decisive.

4.2. Notwithstanding the stand confirmation, IC shall reserve the right to subsequently allocate a differently positioned stand to the Exhibitor, alter the area of his exhibition space, relocate or close entrances and exits to the exhibition site or to the halls, provided that, taking into consideration the interests of the Organiser, such alteration shall be fair and reasonable for the Exhibitor. Should adherence to the stand confirmation present an unreasonable degree of hardship for the Organiser, yet such alteration be unacceptable to the Exhibitor, the former may rescind the agreement.

5. Stand construction and design
5.1. The construction and design of the stand must comply both with the general rules on competition and regulative law and with the technical safety regulations. Visual or acoustic disturbance of adjacent areas must be avoided.

5.2. The stands must be manned during opening times and equipped with exhibits.

5.3. Only objects which correspond to the exhibition programme, have been registered and are brand-new may be exhibited. Other objects may not be exhibited unless this shall be absolutely necessary for the presentation or functioning of the permitted exhibits.

5.4. The sale of exhibits – including exhibition samples, software and specialist literature – to private persons outside the legal opening hours for retail shops is prohibited, moreover, the regulations regarding the quotation of prices order are to be observed.

5.5. The Organiser shall be entitled to remove exhibits or have them removed from the stand at the expense of the Exhibitor, should their exhibition be prohibited and the Exhibitor not immediately remove them upon the request of the Organiser. Should removal of the object not be possible, or not adequate to establish an acceptable state, the Organiser may terminate the agreement with immediate effect.

6. Prices
6.1. The prices quoted shall apply to each square meter of stand area or part thereof plus the statutory value added tax applicable at any given time. There shall be no deductions for hall supports. The prices quoted represent all assembly days including days for set-up and dismantling.

6.2. Additional charges for electricity, furniture, flowers, decorations etc. shall be invoiced separately. Expenses for Co-Exhibitors shall apply.

7. Terms and conditions of payment
7.1. The stand rental fee shall be payable net, plus an appropriate advance payment towards additional charges to be determined by the Organiser and plus value added tax, upon registration and issuance of an invoice by IC. Payments shall be remitted to a separate account only which shall be advised. All bank fees have to be paid by the sender.

7.2. In the event of default on the part of the Exhibitor, the Organiser may charge interest payable on arrears at the rate of 5 % p.a. above the basic interest rate in force at the time of default. So far as only businessmen are involved in the legal transaction, interest payable on arrears will be at 8 % p.a. above the basic interest rate in force at the time of default. Should the Organiser be in the position of the order, the following shall apply:

7.3. With respect to the marketing of those items for which he shall possess a hirer’s lien, the Organiser shall be unrestricted; to the extent that statutory provisions are permissible, these shall be eliminated by this agreement.

7.4. The Exhibitor may only set off against amounts due to the Organiser from the rental agreement such claims and only exercise a right of retention in relation to such claims as are either undisputed or legally effective.

8. Legal consequences if the event is canceled or rescheduled
8.1. Should an event be cancelled, cut short or rescheduled to a new date due to force majeure or for good reason, IC is obliged to inform the Exhibitor immediately.

8.2. The Exhibitor has the right to withdraw from the contract within two weeks of receiving this notification. If the Exhibitor does not exercise this right, the contract will be continued under the changed conditions conveyed.

8.3. If an event is cancelled or in case of rescission by the Exhibitor any payments the Exhibitor has made in advance are reimbursed provided they cannot be offset against the claim for partial services rendered. The Organiser is not liable for any damages arising from the cancellation, shortening or rescheduling of an event.

9. Premature termination of contract and restitution of benefits
9.1. Each contractual party is entitled to terminate the contract for good reason without notice. Good reason is present in particular, if
a) the other contractual party culpably breaches the essential contractual obligations incumbent upon them and the breach is not remedied within a reasonable period of time despite a warning. A previous warning is not required if it has no purpose or the contractual party entitled to terminate the termination is not reasonable;
b) the other contractual party culpably breaches legal provisions which are directly or indirectly significant in order to execute this contract. The contractual parties agree that sufficient suspicion of a culpable breach constitutes sufficient good reason;
c) the request for the opening of an insolvency procedure on the assets of one of the contractual parties is made;

9.2. Termination must be made in writing.

9.3. If a contractual party is responsible for termination without notice for good reason, it is obliged to make restitution for the services received from the other contractual party. It is not, however, entitled to reclaim the services it provided. If the contractual party obliged to make restitution is unable to do so due to the nature of the service(s) obtained or for any other reason, it must reimburse the market-standard value of the services received. The contractual party entitled to termination without notice retains the right to claim for further damages.

10. Damages
10.1. Should the Organiser or IC withdraw from the contract for a reason for which the Exhibitor is responsible, the Exhibitor is obliged to pay damages.

Payment for damages is flat-rate and determined as follows:
- Should the withdrawal take place at least six months before the event is set up, 25% of the agreed exhibition fee is due.
- Should the withdrawal take place within six months before the event is set up, 50% of the agreed exhibition fee is due.
- Should the withdrawal take place within four weeks before the event is set up, 80% of the agreed exhibition fees plus extra costs and electricity due.

Should the actual damages incurred be higher, the Organiser may claim for higher damages. Should the Exhibitor prove that the damages are lower than the flat-rate amounts, he is to pay an accordingly reduced amount.

11. Limitation of liability
11.1. Claims for damages from perfect breach of obligation, negligence in contracting and tort are excluded as long as the Organiser, his legal representative or his vicarious agents have not acted with intent or gross negligence and as long as there is no violation of essential contractual obligations. Claims for damages due to impossibility of performance and delay in the event of slight negligence are limited to the reimbursement of the foreseeable damages. Liability for such damage and bodily harm is also excluded unless the Organiser is guilty of intent or gross negligence.

11.2. Claims for damages brought against the Organiser due to breach of contractual or quasi-contractual obligations and in tort must be enforced through court proceedings within the exclusion period of six months. The exclusion period begins from the point of notification, this however being from the end of the event at the latest. The exclusion period does not apply for claims for damages due to deliberate breach of duty or law.

12. Final provisions
12.1. All declarations made in connection with this agreement must be submitted in writing.

12.2. Should any provision of these Terms and Conditions of Business or other agreements between the parties be or become void, this shall not affect the validity of the remaining provisions. It is agreed that instead of the invalid provision a valid condition shall be accepted which conforms to the intended economic purpose.

12.3. German Law shall apply to this agreement.

12.4. Should the Exhibitor be a businessman or not have any place of general jurisdiction within the Federal Republic of Germany, the place of jurisdiction shall be Freiburg, Germany. In addition, the Organiser and IC shall also be entitled to institute legal proceedings against the Exhibitor at his place of general jurisdiction or at any particular place of jurisdiction which may already exist.
General Terms and Conditions of Business for Accompanying Functions (Workshops)

1. Preamble

1.1. Contracting parties to the rental agreement shall be the Organiser of the congress (hereinafter "Organiser") and the Organiser of the accompanying function (hereinafter "Client"). The Organiser will be indicated in the printed material of the event. In case Intercongress GmbH is not the Organiser of the event, the Organiser shall be represented by Intercongress GmbH, Wolfsw. 7, 65189 Wiesbaden, Germany (hereinafter "IC") for the purposes of concluding and amending the agreement and exercising dispositive rights as well as performance under the agreement.

1.2. Services on the part of the Client shall be rendered exclusively on the basis of these General Terms and Conditions of Business. They shall also apply to the participation of the Client in the future events arranged by the Organiser provided that the latter is represented by IC in this regard. Any Terms and Conditions of the Client which shall deviate from or conflict with these Terms and Conditions of Business shall not be accepted, not even in the event of the Organiser performing his services without further reservations.

2. Quotation and conclusion of contract

2.1. Quotations made in prospectuses, advertisements etc. shall be subject to change without notice and without obligation, also with regard to price details. Submission of the completed application form shall represent an offer to contract on the part of the Client. The Client shall be bound to this offer until four weeks after the deadline of receipt stated on the application form. In case this deadline has already expired, he shall be bound to his offer for four weeks. In the case of a businessman, the contents of the confirmation of the accompanying function shall be binding for the agreement, even if these differ from the contents of the application and the Client does not object to the amendment within 14 days.

2.2. The agreement shall also include the house rules, the product classification and index of goods as well as the organisational and technical provisions of the event location which will be forwarded to the Client prior to the event.

3. Authorization to realize accompanying functions

3.1. IC shall decide upon consultation with the Organiser on the authorization of a Client. A right to be authorized shall not exist.

3.2. The event shall in the first instance be open to manufacturing companies. Distributors and importers may not be authorized as Clients unless they are able to produce evidence of having exclusive sales rights for the Federal Republic of Germany. In case that the Client has not fulfilled these prerequisites, the Organiser may rescind the agreement.

3.3. The Client shall only be permitted to use the room for the accompanying function itself. Assignment of the entire room or part thereof to other companies shall require the consent of the Organisers. The latter may increase the price (Clause 6). The Co-Client shall be joint and each liable for all contractual obligations.

4. Allocation of Rooms

4.1. Rooms shall be allocated according to the order of receipt of applications. The date of receipt by IC shall be decisive.

4.2. Notwithstanding the confirmation, IC shall reserve the right to subsequently allocate a differently positioned or sized room to the Client, relocate or close entrances and exits to the convention area or to the halls, provided that, taking into consideration the interests of the Organiser, such alteration shall be fair and reasonable for the Client. Should adherence to the confirmation present an unreasonable degree of hardship for the Organiser, yet such alteration be unacceptable to the Client, the former may rescind the agreement.

5. Design of the accompanying function

5.1. The accompanying function must comply both with the general rules on competition and regulatory law and with the technical safety regulations. Visual or acoustic disturbance of adjacent areas must be avoided.

5.2. Only objects which correspond to the programme of the function, have been registered and are available to be exhibited. Other objects may not be exhibited unless this shall be absolutely necessary for the presentation or functioning of the permitted exhibits.

5.3. The Organiser or IC shall be entitled to remove exhibits or have them removed from the room of the expense client, should their exhibition be prohibited and the Client not immediately remove them upon the request of the Organiser. Should removal of the object not be possible or not adequate to establish an acceptable state, the Organiser may terminate the agreement with immediate effect.

6. Prices

6.1. The prices quoted shall apply to one accompanying function plus the statutory value added tax applicable at any given time. The prices quoted apply to the entire duration of the accompanying function including set-up and dismantling time.

6.2. Additional charges for electricity, technical equipment, furniture, flowers, decorations etc. shall be invoiced separately. Various surcharges for Co-Client may already exist.

6.3. Clients who have not rented an exhibition area will be charged an additional fee for the use of the advertising platform which is advertised in the prospectus of the congress.

7. Terms and conditions of payment

7.1. The fee for the accompanying function shall be payable net plus value added tax upon registration and issue of an invoice by IC. Payments shall be remitted to a separate account which shall be advised. All bank fees have to be paid by the sender.

7.2. In the event of default on the part of the Client, IC may charge interest payable on arrears at the rate of 5 % p.a. above the basic interest rate in force at the time of default. So far as only businessmen are involved in the legal transaction, interest payable on arrears will be at 8 % p.a. above the basic interest rate in force at the time of default. Should IC be in a position to substantiate that greater damages have been caused by default, a claim may be made for this amount. The Client is, however, entitled to prove that damages resulting from default have not occurred or only to a lesser degree. If the Client is a businessman, he shall be obliged to pay the interest stated in the first sentence of this subclause within two weeks of dispatch of the invoice without a reminder being necessary.

7.3. With respect to the marketing of those items for which he shall possess a hirer's lien, IC shall be unrestricted; to the extent that statutory provisions are permissible, these shall be eliminated by this agreement.

7.4. The Client may only set off against amounts due to IC from the rental agreement such claims and only exercise a right of retention in relation to such claims as are either undisputed or legally effective.

8. Legal consequences if the event is cancelled or rescheduled

8.1. Should an event be cancelled, cut short or rescheduled to a new date due to force majeure or for good reason, IC is obliged to inform the Client immediately.

8.2. The Client has the right to withdraw from the contract within two weeks of receiving this notification. If the Client does not exercise this right, the contract will be continued under the changed conditions conveyed.

8.3. If an event is cancelled or in case of rescission by the Client any payments the Client has made in advance are reimbursed provided they cannot be offset against the claim for partial services rendered. The Organiser is not liable for any damages arising from the cancellation, shortening or rescheduling of an event.

9. Premature termination of contract and restitution of benefits

9.1. Each contractual party is entitled to terminate the contract for good reason without notice. Good reason is present in particular if:

a) the other contractual party culpably breaches the essential contractual obligations incumbent upon them and the breach is not remedied within a reasonable period of time despite a warning. A previous warning is not required if it has no purpose or the contractual party entitled to the termination is not reasonable;

b) the other contractual party culpably breaches the services of which are directly or indirectly significant in order to execute this contract. The contractual parties agree that sufficient suspension of a culpable breach constitutes sufficient good reason;

c) the request for the opening of an insolvency procedure on the assets of one of the contractual parties is made;

d) the Client is a businessman, he shall be obliged to pay the interest stated in the first sentence of this subclause within two weeks of dispatch of the invoice without a reminder being necessary.

9.2. Termination must be made in writing.

9.3. If a contractual party is responsible for termination without notice for good reason, it is obliged to make restitution for the services received from the other contractual party. It is not, however, entitled to reclaim the services it provided. If the contractual party obliged to make restitution is unable to do so due to the nature of the service(s) obtained or for any other reason, it must reimburse the market-standard value of the services received. The contractual party entitled to termination without notice retains the right to claim for further damages.

10. Damages

Should the Organiser or IC withdraw from the contract for a reason for which the Client is responsible, the Client is obliged to pay damages.

Payment for damages is flat-rate and determined as follows:

- Should the withdrawal take place at least six months before the event is set up, 25% of the agreed fee is due.
- Should the withdrawal take place within six months before the event is set up, 50% of the agreed fee is due.
- Should the withdrawal take place within four weeks before the event is set up, 80% of the agreed fee plus extra costs exempting electricity is due.

Should the actual damages incurred be higher, the Organiser may claim for higher damages. Should the Client prove that the damages are lower than the flat-rate amount, he is to pay an accordingly reduced amount.

11. Limitation of liability

11.1. Claims for damages from positive breach of obligation, negligence in contracting and tort are excluded as long as the Organiser, his legal representative or his vicarious agents have not acted with intent or gross negligence and as long as there is no violation of essential contractual obligations. Claims for damages due to impossibility of performance and delay in the event of slight negligence are limited to the reimbursement of the foreseeable damages. Liability for such damage and bodily harm is also excluded.

11.2. Claims for damages brought against the Organiser due to breach of contractual or quasi-contractual obligations and in tort must be enforced through court proceedings within the exclusion period of six months. The exclusion period begins from the point of notification, this however being from the end of the event at the latest. The exclusion period does not apply for claims for damages due to deliberate breach of duty or law.

12. Final provisions

12.1. All declarations made in connection with this agreement must be submitted in writing and will be in force when confirmed in writing by IC or the Organiser.

12.2. Should any provision of these Terms and Conditions of Business or other agreements between the parties be or become void, this shall not affect the validity of the remaining provisions. It is agreed that instead of the invalid provision a valid alternative shall be inserted which comes nearest to the intended economic purpose.

12.3. German Law shall apply to this agreement.

12.4. Should the Client be a businessman or not have any place of general jurisdiction within the Federal Republic of Germany, the place of jurisdiction shall be Freiburg, Germany. In addition, the Organiser and IC shall also be entitled to institute legal proceedings against the Client at his place of general jurisdiction or at any particular place of jurisdiction which may already exist.
General Terms and Conditions of Business for Advertisements

1. Preamble
   1.1. Intercongress GmbH (hereinafter "IC") arranges for the contracting party (hereinafter "Client") the possibility to advertise in printed matter and/or on websites of a congress organiser in terms of buttons, banners, hyperlinks, etc. to be published on the internet. Contracting parties to the agreement shall be the Organiser of the congress (hereinafter "Organiser") and the Client. The Organiser will be published in the printed material of the event. In case IC is not the Organiser of the event, the Organiser shall be represented by Intercongress GmbH, Wilhelmstr. 7, 65185 Wiesbaden, Germany for the purposes of concluding and amending the agreement and exercising dispositive rights as well as performance under the agreement.

1.2. Services on the part of IC shall be rendered exclusively on the basis of these General Terms and Conditions of Business for Advertisements on websites and in printed material. Any terms and conditions of the Client which deviate from or conflict with these Terms and Conditions of Business shall not be accepted.

2. Quotation and conclusion of contract
   Advertising orders must be submitted in writing or electronic format. Oral agreements are not legally binding.

3. Authorization of advertisement
   Due to content, origin or technical format, IC shall reserve the right to decline advertising orders according to standardised, factually justified principles. A right to be authorized shall not exist.

4. Design of advertisement
   The advertisement must comply both with the general rules on competition and morality. The Client carries the legal accountability.

5. Prices
   5.1. For the advertisement order, the current price list for each event applies exclusively.

5.2. Possibly arising expenses of production partners will be passed on in full amount to the Client by IC.

6. Terms and conditions of payment
   6.1. The fees shall be payable net plus value added tax upon registration and issue of an invoice by IC. Payments shall be remitted to a separate account only, which shall be advised separately. All bank fees have to be paid by the sender.

   6.2. In the event of default on the part of the Client, the Organiser may charge interest payable on arrears at the rate of 5 % p.a. above the basic interest rate in force at the time of default. So far as only businessmen are involved in the legal transaction, interest payable on arrears will be at 8 % p.a. above the basic interest rate in force at the time of default. If IC is in the position to prove a higher damage caused by delay, it may claim these. The Client is, however, entitled to prove that no or a minor damage has been caused by the delay. If the Client is a businessman, he shall be obliged to pay the interest stated in the first sentence of this sub-clause within two weeks of dispatch of the invoice without a reminder being necessary.

6.3. The Client may only set off against amounts due to IC according to the advertisement contract such claims and only exercise a right of retention in relation to such claims as are either undisputed or legally effective.

7. Default and limitation of liability
   7.1. In case of force majeure or other reasons beyond the control of IC (e.g. blackout/disruption of the communications network, computer breakdown of a third party, breakdown of the AdServer not longer than 24 hours) IC assumes no liability for the publication of the advertisement.

   7.2. If - due to reasons beyond the control of IC - the event cannot take place or must be cut short, there is no claim for reimbursement or the compensation of other (economic) loss.

   7.3. Claims for damages from positive breach of obligation, negligence in contracting and tort are excluded as long as the Organiser is in the position to prove a higher damage caused by delay, it may claim these. The Client is, however, entitled to prove that no or a minor damage has been caused by the delay. If the Client is a businessman, he shall be obliged to pay the interest stated in the first sentence of this sub-clause within two weeks of dispatch of the invoice without a reminder being necessary.

7.4. Claims for damages brought against the Organiser due to breach of contractual or quasi-contractual obligations and in tort must be enforced through court proceedings within the exclusion period of six months. The exclusion period begins from the point of notification, this however being from the end of the event at the latest. The exclusion period does not apply for claims for damages due to deliberate breach of duty or law.

8. Premature termination of contract and restitution of benefits
   8.1. Each contractual party is entitled to terminate the contract for good reason without notice. Good reason is present in particular, if a) the other contractual party culpably breaches the essential contractual obligations incumbent upon them and the breach is not remedied within a reasonable period of time despite a warning. A previous warning is not required if it has no purpose or the contractual party entitled to the termination is not reasonable; b) the other contractual party culpably breaches legal provisions which are directly or indirectly significant in order to execute this contract. The contractual parties agree that sufficient suspicion of a culpable breach constitutes sufficient good reason; c) the request for the opening of an insolvency procedure on the assets of one of the contractual parties is made.

8.2. Termination must be made in writing.

8.3. If a contractual party is responsible for termination without notice for good reason, it is obliged to make restitution for the services received from the other contractual party. It is not, however, entitled to reclaim the services it provided. If the contractual party obliged to make restitution is unable to do so due to the nature of the service(s) obtained or for any other reason, it must reimburse the market-standard value of the services received. The contractual party entitled to termination without notice retains the right to claim for further damages.

9. Composition of damages
   9.1. Should the Client rescind the agreement without due justification or should IC rescind the agreement for reasons to be found in the person of the Client, IC may calculate a lump sum for damages incurred as a result of the rescission and invoice the Client accordingly. The lump sum shall amount to 80 % of the total fee according to the available current price list in case of rescission within four weeks prior to the publication of the advertisement, 50 % of the total fee according to the available current price list in case of rescission within three months prior to the publication of the advertisement, 25 % of the total fee according to the available current price list in case of rescission at any previous date.

9.2. Should the damages actually incurred be greater, IC may claim the greater amount. Should the Client prove that the damages are less than the lump sums, a correspondingly reduced amount shall be payable.

9.3. In case of contributions in kind/countervides the actually arising costs for procuring a replacement will be used as calculation basis.

10. Final provisions
   10.1. All declarations made in connection with this agreement must be submitted in writing or electronic written format and will be in force when confirmed in writing by IC or the Client.

   10.2. Should any provision of these Terms and Conditions of Business or other agreements between the parties be or become void, this shall not affect the validity of the remaining provisions. It is agreed that instead of the invalid provision a valid condition shall be accepted which comes nearest to the intended economic purpose.

10.3. German Law shall apply to all contracts between IC and the Client.

10.4 Should the Client be a businessperson or not have any place of general jurisdiction within the Federal Republic of Germany, the place of jurisdiction shall be Freiburg, Germany. IC and the Organiser represented by IC shall also be entitled to institute legal proceedings against third parties at their place of general jurisdiction or at any particular place of jurisdiction which may already exist.

Intercongress GmbH, 2015
General Terms and Conditions for Marketing Services and Support Services (sponsoring) for Events

1. Preamble

1.1. The company Intercongress GmbH organises events in its own name and on behalf of congresses and conferences etc. The Organiser will be published in the printed material of the event. In case Intercongress GmbH is not the Organiser of the event, the Organiser shall be represented by Intercongress GmbH, Wilhemstr. 7, 85185 Munich, Germany (hereinafter "IC") for the purpose of concluding and amending the agreement and exercising处置 rights as well as performance under the agreement.

1.2. Sponsor services shall be rendered exclusively on the basis of these General Terms and Conditions of Business. They shall also apply for the participation of the sponsor in future events by the Organiser if it is also represented by IC in this regard. The conditions of the supporting company which deviate from these terms and conditions or which contradict them shall not be accepted, even if the Organiser performs his services without further reservation.

1.3. The house rules, index of goods and the organisational and technical regulations of the event location are also part of the contract.

2. Offer and conclusion of contract

2.1 The Organiser is the holder of rights to the event. The sponsor is interested in granting advertising possibilities for this event. IC shall make a decision (after discussion with the Organiser where necessary) on the approval of a sponsor. There is no entitlement to approval.

2.2. The event is primarily open to manufacturing companies. Distributors and importers may not be authorized as Sponsors unless they are able to produce evidence of having exclusive sales rights for the Federal Republic of Germany. In case that the Client has not fulfilled these prerequisites, the Organiser may rescind the Agreement.

3. Sponsor services

3.1 The marketing or support service must comply with general regulations, in particular competition law and good practices. There may not be any visual irritations, acoustic irritations or traffic obstructions. The sponsor alone is legally responsible for this.

3.2 Cash payments

a) Should the sponsor have undertaken to pay the Organiser a one-time monetary amount plus any VAT accrued, this payment is due upon IC issuing an invoice with a deadline for payment. The payment must be made solely to the special account indicated on the invoice.

b) The Organiser is entitled to demand interest on the amount due in each case in the amount of 8% over the respective basic interest rate in the event of payment default. The assertion of further damage is not hereby excluded.

c) The sponsor may only offset such claims against the claims of the Organiser from the contract and may only assert a right of retention with regard to such claims that have neither been established to be uncontested nor confirmed by a court of law.

3.3. Benefits in kind

a) Should the sponsor have undertaken to provide the event with advertising, this must be delivered by the sponsor at his own expense to the place of the event unless otherwise determined. The sponsor is responsible for the timely provision of the materials promised.

b) The Organiser and IC are not obliged to take precautions against the loss or damage of goods submitted by the Client.

c) The agreed advertising fee is due for payment within the period set in the invoice.

3.4. Services

a) If the sponsor has undertaken to provide the visitors with food and drink, he is obliged to provide evidence of the organisation and execution thereof upon request of IC as stipulated in the contract. IC can demand the submission of the order and order confirmation. The same applies if the sponsor has assumed travel/accommodation costs, the conference fee and, where necessary, a fee for the speakers/participants as well as costs for transport including costs for appropriate transport insurance.

b) The sponsor is responsible for the proper function, safe use and roadworthy installation of the technical equipment he provides for the event. The sponsor shall ensure the timely delivery and installation of the equipment and is responsible for their operational capability throughout the event.

3.5. If the sponsor has commissioned third parties with the duties entrusted to him, he is liable for the third parties carrying out the duties in compliance with the contract.

3.6. Both the sponsor and the Organiser will mutually and directly inform each other of all circumstances which could be important for the execution of this contract.

3.7. The realisation of the communicative goals pursued by the sponsor by entering into this contract has no influence on the Organiser’s claim to remuneration unless it has culpably hindered or impeded their achievement through the violation of essential contractual obligations or through gross negligence.

3.8. The rights and obligations as well as any claims from this contract are only transferable upon prior written consent from the other Party or the respective debtor of the claims.

4. Prices

4.1. For marketing services, the current price list for each event applies exclusively.

4.2. Any costs incurred by cooperation partners are forwarded by IC in their full amount to the Client.

5. Legal consequences if the event is cancelled or rescheduled

5.1. Should the event not take place from the very beginning due to force majeure, no service must be rendered by any Party.

5.2. Should an event be cancelled, cut short or rescheduled to a new date due to force majeure or for good reason, IC is obliged to inform the sponsor immediately. The sponsor has the right to withdraw the contract from within two weeks of receiving this notification. Any payments the sponsor is made in advance are reimbursed provided they cannot be offset against the claim for partial services rendered.

6. Premature termination of contract and restitution of benefits

6.1. Each contractual party is entitled to terminate the contract for good reason without notice. Good reason is present in particular, if a) the other contractual party culpably breaches the essential contractual obligations incumbent upon them and the breach is not remedied within a reasonable period of time despite a warning. A previous warning is not required if it has no purpose or the contractual party entitled to the termination is not reasonable; b) the other contractual party culpably breaches legal provisions which are directly or indirectly significant in order to execute this contract. The contractual parties agree that sufficient suspicion of a culpable breach constitutes sufficient good reason; c) the request for the opening of an insolvency procedure on the assets of one of the contractual parties is made;

6.2. Moreover, the sponsor is in particular entitled to a right to terminate the contract without notice for good reason if the Organiser’s essential advertising service provided for in the contract is prohibited after the decision by an arbitrating authority or a court or proves itself to be inadmissible due to legal regulations or professional law. In this case, the sponsor is however not entitled to a claim for restitution against the Organiser.

6.3 Termination must be made in writing.

6.4. If a contractual party is responsible for termination without notice for good reason, it is obliged to make restitution for the services received from the other contractual party. If it is not, however, entitled to reclaim the services it provided. If the contractual party obliged to make restitution is unable to do so due to the nature of the service(s) obtained or for any other reason, it must reimburse the market-standard value of the services received. The contractual party entitled to termination without notice retains the right to claim for further damages.

7. Damages

7.1 Should the Organiser or IC withdraw from the contract for a reason for which the sponsor is responsible, the sponsor is obliged to pay damages.

Payment for damages is flat-rate and determined as follows: a) For benefits in kind with advertising effect

- Should the withdrawal take place at least six months before the event is set up, 25% of the agreed fee and the value of the benefits in kind is due.

- Should the withdrawal take place within six months before the event is set up, 50% of the agreed fee and the value of the benefits in kind is due.

- Should the withdrawal take place within four weeks before the event is set up, 80% of the agreed fee and the value of the benefits in kind is due.

- Should the actual damages incurred be higher, the Organiser may claim for higher damages. Should the sponsor prove that the damages are lower than the flat-rate amounts, he is to pay an accordingly reduced amount.

b) For special benefits in kind and services, damages are calculated according to the actual costs incurred for procuring the replacement which is to be organised, compensation and the organisational effort incurred.

8. Limitation of liability

8.1 Claims for damages from public breach of obligation, negligence in contracting and tort are excluded as long as the Organiser, his legal representative or his vicarious agents have not acted with intent or gross negligence and as long as there is no violation of essential contractual obligations. Claims for damages due to impossibility of performance and delay in the event of slight negligence are limited to the reimbursement of the foreseeable damages. Liability for such damage and bodily harm is also excluded unless the Organiser is guilty of intent or gross negligence.

8.2 Claims for damages brought against the Organiser due to breach of contractual or quasi-contractual obligations and in tort must be enforced through court proceedings within the exclusion period of six months. The exclusion period begins from the point of notification, this however being from the end of the event at the latest. The exclusion period does not apply for claims for damages due to deliberate breach of duty or law.

9. Final provisions

9.1. Declarations which have been made with reference to this contract must be made in writing and are only applicable if they have been confirmed in writing by IC or the Organiser.

9.2. Should a provision of these Terms and Conditions or of the other agreements between the Parties be or become ineffective, the effectiveness of the other provisions remain unaffected. In place of the ineffective provision, an effective condition is deemed as agreed which comes closest to the intended economic purpose.

9.3. German Law shall apply to this agreement.

9.4. Should the Client be a businessman or not have any place of general jurisdiction within the Federal Republic of Germany, the place of jurisdiction shall be Freiburg, Germany. In addition, the Organiser and IC shall also be entitled to institute legal proceedings against the Client at his place of general jurisdiction or at any particular place of jurisdiction which may already exist.

Intercongress GmbH 2015