



# Terms and Conditions

**24 – 26 November 2009 • M,O,C, Munich**

## 1. Exhibition title

ICE – International Converting Exhibition

## 2. Organisers

Mack Brooks Exhibitions Ltd  
Romeland House  
Romeland Hill  
St Albans  
Herts  
AL3 4ET  
Great Britain

Tel: +44 (0) 1727 814 410  
Fax: +44 (0) 1727 814 401  
Email: [info@ice-x.com](mailto:info@ice-x.com)  
[www.ice-x.com](http://www.ice-x.com)

## 3. Venue

M,O,C, Münchener Order- und Veranstaltungs-Center  
Lilienthalallee 40  
D-80939 Munich  
Germany

## 4. Duration and opening hours

### Construction / build-up:

Saturday, 21 November - Monday, 23 November 2009

### Open Days:

Tue 24 November 2009 09:00 - 17:00  
Wed 25 November 2009 09:00 - 17:00  
Thu 26 November 2009 09:00 - 16:00

### Dismantling / breakdown:

Thu 26 November 2009 after end of show  
Fri 27 November 2009

## 5. Application and admission

Application must be made on the official application form and is subject to acceptance of these terms and conditions and „Technical Guidelines“ to be notified to the exhibitor at a later time. It is a legally binding document which requires official acceptance and notification of admission by the organisers in writing. The duly completed application form bearing a legally binding signature has to be returned to the organisers via fax or post.

The organisers will confirm in writing receipt of the application. Admission becomes binding once it has been confirmed in writing by the organisers.

Conditions or reservations stated in the application will not be taken into consideration.

An unlimited claim for admission to the fair is not provided. The organisers are at liberty not to admit exhibiting companies if their exhibition goods or services do not correspond to the product range of the exhibition. A condition for the admission of an exhibitor or co-exhibitor is that they offer goods or services from at least one item on the List of Exhibits.

### **The deadline for registration is 31 July 2009.**

Applications reaching the organisers after this date can only be considered from a waiting list.

## 6. Floor space rental cost and shell scheme stand

### Floor space rental

up to 30m <sup>2</sup>	235 €/m <sup>2</sup>
from 31 m <sup>2</sup> - 60m <sup>2</sup>	225 €/m <sup>2</sup>
from 61m <sup>2</sup> - 120m <sup>2</sup>	210 €/m <sup>2</sup>
over 120m <sup>2</sup>	195 €/m <sup>2</sup>

+VAT (where applicable)

### Shell scheme stand

The organisers offer an unfurnished shell scheme stand "BASIC", which includes: Walls to neighbouring stands (white - 2.5m height), fascia with company name, carpet tiles, 1 double socket 3kW incl. consumption up to 20m<sup>2</sup> or 2 double sockets 3kW incl. consumption from 21m<sup>2</sup>, 1 spotlight per 5m<sup>2</sup>, daily stand cleaning. Additional cost for "BASIC": 94 €/ m<sup>2</sup> (+VAT).

More shell scheme stands are available upon request, e.g. shell scheme stand "HAPPY TIME".

The minimum stand size is 12 m<sup>2</sup>. Each square metre fraction will be charged in full.

The admission as well as the space allocation will be decided exclusively by the organisers who are entitled, in the best interests of the exhibition, to allocate stand locations and sizes which differ from the admission confirmation and the space allocation; furthermore the organisers have the right to transfer or close entries and exits to the exhibition premises or halls and to carry out other constructional modifications.

## 7. Terms of payment

A down payment of 20% is due within 30 days upon registration.  
A second instalment of 40% is due by 31 August 2008.  
The final payment of 40% is due by 31 August 2009.

Invoices for other services or deliveries ordered separately are due for immediate payment, i.e. before the exhibition or at the very latest on the date of service or delivery.

Discounts (5% each) for other ICE events (e.g. ICE China, Jan 2008) booked by the exhibitor will be deducted from the ICE 2009 total upon signed contract (if not deducted already in invoice for ICE 2007). If one of the ICE events is cancelled, the discount is no longer valid. Delay in payments may also result in loss of discount(s).

## 8. Co-exhibitors and joint stands

Co-exhibitors are all exhibitors exhibiting or appearing in addition to the main exhibitor of the stand. Companies with a close economic or organisational relationship with the main exhibitor will also be subject to co-exhibitor status. Manufacturers of equipment, machines or other products required for demonstrating a stand exhibit, but not promoted separately, are not regarded as co-exhibitors. Regional or foreign sales offices or representations are not considered to be co-exhibitors and are not eligible for a catalogue entry.

It is not permitted to transfer an allocated stand or parts thereof to third parties, regardless of what is charged, without the permission of the organisers. Before agreeing to a co-exhibitor, the exhibitor has to submit a written application. The co-exhibitor is subject to the same conditions as the main exhibitor. No advertising or promotion is permitted on the stand for companies or commodities from companies not listed as exhibitors or co-exhibitors.

A one-time lump-sum fee of €990.00 (+ VAT where applicable) will be charged to every co-exhibitor. Each co-exhibitor has to pay this co-exhibitor fee directly to the organisers. In addition, the main exhibitor remains liable for the co-exhibitor fee of the relevant stand. In case of non-participation of a co-exhibitor, the main exhibitor has to pay the co-exhibitor fee in full.

In the case where a co-exhibitor exhibits without the written consent of the organisers, the organisers are entitled to terminate the contract with the main exhibitor without notice and to have the stand vacated at the expense of the main exhibitor. The main exhibitor herewith renounces the rights of unlawful interference of possession. Neither the main exhibitor nor the co-exhibitors are entitled to damage claims.

Co-exhibitors may be included in the catalogue stating complete address and contact information provided the fees have been paid and the documents have been submitted on time.

The organisers may allow large joint stands if these can be integrated into the specialist classification of the exhibition. All terms and conditions are applicable to every exhibitor. If a stand is jointly allocated to two or several companies, each company shall be fully liable to the organisers as joint and severable debtor. A common representative should be stated in the application form by the companies exhibiting together.

## **9. Cancellation**

If the exhibitor cancels his application he agrees to pay to the organisers the cancellation fees stated below within 2 weeks of cancellation:

Cancellation fees are graded as follows:

- more than 240 days before the opening day of the fair: 50%
- 121 – 240 days before the opening day of the fair: 75%
- 61-120 days before the opening day of the fair: 90%
- 60 days before the opening day of the fair: 100%

These fees are also applicable for reduced stand areas. Cancellation fees for spaces not occupied will be invoiced as stated above.

The exhibitor may provide proof that the organisers have incurred a smaller damage.

Space allocation and/or admission to the exhibition may be revoked for the following reasons:

- If the exhibitor does not meet his payment obligations in due time.
- If an insolvency procedure and/or liquidation has been made and/or is imminent on the registered exhibitor.

## **10. Exhibition goods, sales regulations**

Goods or services not listed in the List of Exhibits may neither be exhibited nor offered to third parties. Goods not admitted may be removed by the organisers at the expense of the exhibitor. Exhibits with dangerous contents or substances require a special written permission by the organisers and may only be kept on the stand in up to the maximum amount required daily.

The distribution of goods or samples is not permitted. Exhibition goods may not be removed from the stand before the end of the exhibition. Over-the-counter sales are forbidden; in such a case the organisers reserve the right to close the stand.

## **11. Catalogue entry and electronic media**

The catalogue entry is obligatory and includes both an alphabetical entry as exhibitor and multiple listings in the relevant product search list. The exhibitor will be informed accordingly about entry details and deadlines. The organisers will also publish the exhibitor list online. Damages for faulty, incomplete or unreceived entries are excluded. The exhibitor has the sole responsibility for the content of the entries and any possible damage resulting from these.

## **12. Exhibitor passes**

Each exhibitor gets free exhibitor passes for himself and the stand personnel in accordance with the stand confirmation.

## **13. Operation of the exhibition stands**

During the entire duration of the event i.e. during opening hours the stand must be sufficiently staffed and has to be accessible for visitors. Companies listed in the catalogue as co-exhibitors must provide specialised staff on the stand for the entire duration of the exhibition. Other stands may not be visited outside opening hours without the permission of the stand owner. German legal regulations have to be observed for stand operation.

## **14. Construction, breakdown and stand decoration**

The organisers establish guidelines for construction and stand decoration which include binding requirements. The exhibitors will be notified in the Exhibition Manual. These requirements are part of the contract. They are subject to subsequent modifications which will then be binding for the exhibition.

The build-up and breakdown periods have to be strictly observed. After dismantling, the stand space must be left in its original state. Damage caused through improper use must be indemnified by the exhibitor.

## **15. Technical services**

The organisers provide heating, cooling and lighting of the halls.

The costs for the installation of water, electricity, compressed air and telecommunication connections at the individual stands as well as consumption charges and all other services will be invoiced separately. The costs will be calculated according to the usual settlement rates stated in the Exhibition Manual or the prices valid at the time of the exhibition or fair.

All installations may only be carried out by the organisers/ stand building contractor or their authorised subcontractors, except within the stand other specialised companies are also permitted. All electrical connections, units and installations have to conform to the procedures of the VDE and the local regulations. Electrical installations may only be carried out by licensed companies. The connection and the inspection may only be done by a licensed exhibition electrician. The organisers are entitled, however not obliged, to check and inspect all installations of third parties.

The exhibitor is liable for damage caused by his own installations.

Exhibitors choosing a shell scheme package offered by the organisers are subject to certain limitations and alterations are only permitted after the organisers have given written consent.

## **16. Exhibition insurance and liability**

The organisers do not accept any liability:

- where exhibits and/or stand equipment provided or left behind by the exhibitor are lost or damaged. Therefore it is recommended that exhibitors make their own adequate insurance arrangements.
- for vehicles parked on the exhibition premises. The exhibitors are liable for possible damage to property or injury to persons caused by them, their personnel, their agents or by exhibits and equipment. Outside opening hours and during assembly and breakdown, each exhibitor must exercise proper care in safeguarding his goods.
- for losses caused by incorrect or delayed delivery of shipments intended for the exhibitor.
- for financial, health or other damage of any kind in connection with the preparation, execution and handling of the exhibition or fair, incurred by the exhibitor himself, his staff members or third parties.
- for faulty entries in the catalogue (e.g. printing errors, form errors, wrong classification, non-entry etc.).

This liability exclusion is not valid for damage caused deliberately or by gross negligence by the organisers or their authorised staff. These conditions must be proven by the claimant. A reduction in exhibitor fees or claiming damages due to a fault with the space or property let is hereby excluded. If claims are not made at the latest within one month after the close of the exhibition, they shall be forfeited. In any case the organisers will only accept liability in case of intent or gross negligence.

The organisers have taken out an exhibition insurance master policy against all insurable dangers such as fire, lightning strike, explosion, storm, burglary or theft, breakage and water damage including the dangers of transport/ transit. Exhibitors who do not or do not in time make use of the insurance protection offered to all exhibitors hereby acknowledge towards the organisers the renouncement of claiming damages that would otherwise be covered by taking the insurance protection on offer. The same applies if no or insufficient insurance protection can be achieved as the exhibitor is underinsured, a non-observance of the insurance contract has taken place or a premium payment has not been paid. All damage incurred has to be reported to the police, the insurance company and the organisers without any delay.

## **17. Liability insurance**

The organisers have a liability insurance with an adequate limit of indemnity for his legal liability.

The liability insurance of the organisers covers damage of third parties only. It does not cover exhibition catering or special events not carried out by the organisers.

The exhibitor must have sufficient insurance protection for his own liability. He is liable for damage to third parties caused by actions taken on behalf of the exhibitor, as well as for damage caused by his own actions.

If the exhibitor does not have sufficient coverage within his company insurance, he may take out a liability insurance at his own expense. The relevant form will be contained in the Exhibition Manual.

## **18. Advertising material**

Visual, acoustic or moving advertising material is permitted on exhibitors' own stands, unless this does not unduly disturb neighbours and does not drown out exhibition announcements in the halls. Apart from that, it may be necessary to obtain the approval for music playback at GEMA, Postfach 800 767, D-81607 München, for a fee. Copyright regulations must be observed.

Outside their own stand, exhibitors are not allowed to display company signs or distribute brochures, posters etc. In case of non-observance, the organisers have the right to close the stand immediately and without the possibility of claims being made against him by the exhibitor. Exhibition advertising material such as invitations etc. will be provided to the exhibitor by the organisers upon request and according to conditions and prices stated separately.

## **19. Special events**

All events and demonstrations carried out by the exhibitor which differ from the usual standard exhibits require the prior written consent of the organisers.

## **20. Cleaning**

Space only exhibitors are obliged to clean their stands and they can assign this task at their own expense to cleaning companies accepted by the organisers. The disposal of special refuse must be initiated and checked by the exhibitor. Methods of waste disposal within the exhibition premises are given in the Exhibition Manual. The organisers are responsible for the general cleaning of the grounds and hall aisles.

## **21. Security**

The organisers will arrange general security within the exhibition halls and on the premises during the open days of the fair or exhibition. A general supervision will be provided during stand build-up and breakdown. The general supervision does not affect the exclusion of liability for damage to property and injury to persons according to item 16 of these terms. The supervision of exhibitor's property must be organised by the exhibitor himself. Special security personnel during the exhibition may only be provided by the organisers.

## **22. Domestic authority, films and photography**

During the entire build-up, duration and breakdown period of the exhibition the organisers have domestic authority. He has the right to issue instructions.

Children under 16 years, dogs or other animals as well as smoking and taking photographs are not allowed in the exhibition halls.

The organisers are entitled to have photographs, films and drawings made of the exhibition events, the exhibition buildings, stands and exhibits and to use these for advertising or press purposes without the exhibitor being allowed to object for any reason. This also applies to photographs produced directly by the press with the consent of the organisers. The organisers do not owe any remuneration for using such material.

### **23. Driving, transporting and parking**

No motor vehicle of any kind is allowed in the exhibition halls. Special transports require the prior written approval of the organisers. After completion of the stand assembly, the exhibitor must remove all vehicles from entries, driveways, fire brigade zones and press parking places without delay. Trucks over 3.5 t may not be parked in the car park during the exhibition. Illegally parked vehicles may be removed by the organisers at the expense of the vehicle owner.

### **24. Reservations**

Taking into consideration the interests of the exhibitors in the running of the exhibition, the organisers have the right to postpone, shorten, extend or temporarily close or cancel the exhibition or fair upon presentation of compelling reasons which are beyond its control. In cases where the exhibition cannot be carried out due to force majeure, war, terrorist attack, state of emergency, strike or political events, damage claims by the exhibitor towards the organisers are excluded, irrespective of any kind.

In these justified exceptional cases, as in all cases of force majeure, the exhibitors are neither entitled to rescission, reduction of the participation fee, nor damages.

In case the organisers should be held liable alone or together with the exhibitor due to infringements of legal regulations or violation of third party rights for which the exhibitor is responsible, the exhibitor must indemnify the organisers in the relation inter se from possible claims. In the case where a third party alleges such infringements or asserts relevant claims (e.g. infringements of competition law, restraining or damage claims etc.), the exhibitor and organisers must inform each other without delay.

### **25. Official regulations**

Concerning general damage liability the exhibitor agrees to observe all relevant legal and official regulations and requirements and to obey the instructions of the exhibition personnel without delay.

### **26. Final clause**

All verbal agreements, special approvals and regulations must be confirmed in writing by the organisers. All exhibitor claims against the organisers - except liability in case of intent - must be made within a period of 6 months. The statutory period of limitation begins at the end of the month of the final day of the exhibition.

All contracts between exhibitors and the organisers are subject to English Law. The ICE 2009 Terms & Conditions are available in German and English. In the event of any discrepancies between the two versions the English version shall apply.