



EWC III

Third International Conference on Early Warning

From concept to action

Exhibition conditions

Third International Conference on Early Warning from 27 - 29 March, 2006 in Bonn / Germany

I. General

The following conditions of participation apply to the letting of exhibition spaces on the occasion of the Third International Conference on Early Warning (EWC III), hosted by Germany under the auspices of the United Nations. The ORGAKOM Kongress + Seminar GmbH is authorized by the Bonn-based Committee for Disaster Reduction (DKKV) in the following: Exhibition organization, to exhibitors to the exhibition, as far as the contracting parties have agreed on nothing divergent in writing.

2. Duration and Place of Exhibition

The Third International Conference on Early Warning (EWC III) will take place at the Congress hall "IKKB" from 27-29 March, 2006. The exhibition of this congress will last for the period of two and a half days.

3. Completion of a contract

The registering of an exhibition stand is made by sending in the completed registration form. After confirmation by the exhibition committee the lease of exhibiting space between exhibitor and the exhibition committee comes into effect. If the contents of the exhibition stand confirmation differ from the contents of the exhibitor's application then the contract remains in accordance with the conditions contained in the exhibition stand confirmation, unless the exhibitor opposes them in writing within 2 weeks.

4. Admittance to the exhibition

All companies will be admitted, if the exhibit conforms to the exhibition theme. The exhibition committee will decide on the admittance of an exhibitor. Products which don't correspond to the product list of the exhibition may not be exhibited if they are not indispensable to the operating or presentation of the exhibit. Contravention of this condition will result in the exhibit being removed from the exhibition.

5. Assignment of exhibition spaces

The exhibition organization will assign an exhibition space on the basis that registered exhibition objects conform to the exhibition topic. The exhibition organization reserves the right to change the contents of the confirmation by assigning the exhibitor a stand in another position, changing the size of the

exhibition space, removing or closing entrances and exits to the exhibition hall and making other structural changes, provided special circumstances dictate that such measures are in its interests. The exhibitor has the right to resign from the lease in writing within a week of receiving notice about such changes to the lease, if they unreasonably impair his interests.

If, however, circumstances dictate that the exhibitor be assigned another stand after 15 March, 2006, then the exhibitor is entitled to another stand but may not resign from the lease.

6. Sub-exhibitors

The use of the stand area by another enterprise, whether this enterprise uses its own exhibits and staff (sub-lessee) or only its own exhibits (additionally represented enterprise) requires written approval by the exhibition organization. Sub-lessees and additionally represented enterprises may be admitted in accordance with the criteria set out in the lease. A sub-letting fee of EUR 500,- per sub-lessee applies. In addition these conditions of participation also govern sub-lessees, where applicable. As well, entrusting one's rights and duties arising from the lease, whether in whole or part to another, is inadmissible.

If several companies rent a booth together, then they are obliged to name a common representative in their application. However, each of the exhibitors involved is independently obliged to supply its own staff and its own samples or products for the stand. In the case of para. 1, 2 and 3, all companies are jointly liable to the exhibition organization for the obligations arising from the lease.

7. Stand Rental

The exhibition organization charges the following rentals for participation in the exhibition

A) Indoors space

€ 395.-- / sqm plus VAT

B) Outdoors space

€ 205.-- / sqm plus VAT

C) Indoors and outdoors space, only for UN agencies and non-profit organisations

€ 195.-- /sqm plus VAT

The price for partitions to separate neighbouring stands is not included in the stand rental. These prices do not include value added tax.

For billing purposes the area is rounded up to the next square metre, independently pillars, retreats, installation connections etc. Back or side stand walls must be ordered in addition if an own prefabricated stand is not used.

8. Terms of payment

Provided that nothing different has been agreed to in the lease, stand rental including prepayment of additional expenses is due no later than 15 February, 2006. If the invoice for stand hire is issued after 15 February, 2006, it is due immediately. At the end of the event a separate end invoice is issued for services rendered; in this prepayments are taken into account. The prescribed value added tax is additional to all prices. If terms and dates of payment are not met, exhibitors can be excluded from the exhibition, and invoicing for the agreed rent for the stand as well as a possible claim for damages will apply.

9. Stand lay-out

Stand construction and lay-out have to be carried out according to the general regulations and the technical requirements of the exhibition organization. The stands are to contain exhibits for the complete duration of the event. The exhibition organizations authorized to have exhibition objects removed from the stand if their display is not in keeping with the principles of fair trade or with the exhibition program. Sales are approved for advertising reasons and as long as they are conducted in a manner fitting to a fair. Exhibitors must construct their boundaries with neighbouring stands from suitable building materials and partitions for displays; these must be in visually acceptable form and may be constructed as long as the boundary does not form a thoroughfare. This regulation does not apply to open air stands.

10. Early completion of the lease

If, due to exceptional circumstances, the exhibition organization allows a party to resign once a definite commitment has been made or a contract signed, the exhibitor must pay the full rental for the stand including all surcharges. If the exhibition organization succeeds in leasing the stand to another exhibitor, it may, at its own discretion, demand the original exhibitor who resigned share costs to the value of 25 % of the agreed stand rental. If the lease is cancelled before 15 December, 2005, then the compensation claim will be reduced to 10 % of the agreed stand rental plus surcharges. If the exhibitor proves that less damage actually resulted for the exhibition organization, he pays correspondingly less. A new rental agreement applies in cases where the exhibition organization allocates an exhibitor's unused space to another exhibitor for visual reasons but it is only effective as such when the exhibition organization levies further charges from a reallocation of the space.

The exhibition organization is authorised to withdraw from the lease or to terminate it without notice if the exhibitor fails to meet his obligations arising from the lease, the conditions of participation or the regulations governing these, after additional time granted for the performance of the contract has expired. This is also valid if the prerequisites for the completion of a

contract do not or no longer apply to the exhibitor, particularly if the exhibitor has changed his production program so much that it can no longer be classed with the trade fair for which he has rented the stand area. The same applies if the exhibitor suspends his payments or if composition or bankruptcy proceedings are taken against him.

If the grounds for cancellation or termination were known to the exhibition organisation before 15 December, 2005, it is entitled to compensation amounting to 10% of the net basic rental plus surcharges. If these facts came to its attention after 5 December, 2005, it can claim 25 %.

11. Exclusion of liability

The exhibition organization assumes no duty of care for exhibits or stand facilities. It is in no way liable for damages, even to its own employees, except in cases of intent or culpable negligence.

This exclusion of liability is also valid if the exhibition organization holds the stand equipment or the exhibits in exercise of its right of lien. The exclusion of liability is not limited by the exhibition organization's particular measures in regard to holding equipment.

Furthermore the exhibition organization shall not be held liable for disadvantage and damage arising from the exhibitors' providing false information about placing, stand construction or approval for stand layout, catalogue entry or changes to the stand size which are not announced immediately and in writing or any other faulty service, unless the exhibition organization is responsible for any of the before mentioned points due to deliberate or grossly negligent behaviour on the part of its employees.

12. Exhibitor claims, place of jurisdiction

All claims of the exhibitor against the exhibition organization have to be made in writing. These claims lapse, starting with the expiry of the exhibition, within 6 months. Agreements which differ from these conditions or the complementary regulations thereto must be made out in writing; faxed signatures are sufficient. German law and the German text are the final authority.

If this contract should be ineffective, wholly or partially, then it will be replaced by an effective set of regulations determination which should be as close as possible to the desired economic success of the ineffective regulation or regulations.

The place of performance is Waldbronn, the place of jurisdiction is, depending on the item in dispute, the District Court of Ettlingen or that in Karlsruhe.