

Conditions of Participation

1. Title of event

steinexpo 2021

2. Organizer and economic sponsor

GEOPLAN GmbH
Messen, Kongresse, Kommunikation, Werbung
Josef-Herrmann-Straße 1-3
76473 Iffezheim / GERMANY
Phone: +49 7229 606-30
E-Mail: info@geoplanGmbH.de

3. Idealistic and technical support

MIRO – German Aggregates Federation
www.bv-miro.org

UEPG – European Aggregates Association
www.uepg.eu

VDBUM – Association of the construction industry, environmental and mechanical engineering - www.vdbum.de

VDMA – German Engineering Federation
www.vdma.org

DA – German Demolition Association

4. Venue

Homburg/Nieder-Ofleiden
Quarry of Mitteldutsche Hartstein-Industrie AG
35315 Homburg/Ohm in Upper Hessen, quarter of Nieder-Ofleiden
GERMANY
Phone: +49 6429 809-0

5. Dates and opening times

Wednesday, 14th April 2021 through Saturday, 17th April 2021, from 9:00 a.m. – 5:00 p.m.

6. Construction and dismantling periods

Stand construction: 6th April – 13th April 2021
Stand dismantling: 18th April – 22th April 2021
With dismantling before the end of the exhibition on the last day the trade fair organizer has the right to invoice a contract penalty amounting to € 500,00 excl. VAT.

7. Additional programmes of the Fair

Special announcement

8. Applications for space

The application is only online with acknowledgment of this Conditions of participation and the technical guidelines in full filled out possible.

Applications made subject to conditions or reservations, cannot be accepted. Every endeavour will be made to meet requests but cannot be recognized as a condition to participation. No undertaking can be given with respect to exclusion of competitors. The application is binding on the applicant. The application will only be considered made upon its receipt by the Fair Authority, and it is binding until its acceptance or final non-acceptance.

9. Admission

Fundamentally, only those manufacturers are permitted to exhibit whose programme corresponds to the exhibition's list of exhibits. The decision as to whether a firm shall be permitted to participate or goods may be displayed shall rest with the Fair Authority. No legal claim to participate can be entertained. Exhibitors who have not met their financial engagements to the Fair Authority or have contravened the Conditions of Participation, Technical Regulations or legal provisions can be excluded from admission. Written confirmation will be given of the space reservation and shall apply only to the firm shown on the application form.

10. Allocation of space and space alterations

If the allotted space is not available for reasons beyond the control of the Organizer, the exhibitor may claim refund of the space rental; there will be no claims for damages. The Fair Authority may, by explaining important reasons, allocate space in another position than originally assigned or slightly reduce or increase the stand size. They reserve the right to alter entrances and exits to and from the fairgrounds and the halls, as well as passages.

11. Pricing and payment

For the prices (participation fees) charged and for the partial payments refer to the registration forms.

The invoice for participation charges will be sent to the exhibitor, together with the admission and the confirmation of allocation of space.

Invoicing shall be performed directly through GEOPLAN GmbH.

All complaints must be submitted in writing immediately after receipt of the invoice. Objections raised at a later date shall be disregarded.

Accounts for miscellaneous services or for supplies ordered separately are due at the time the services were provided or the supplies effected, at the latest by the date of invoice. If the exhibitor gives instructions to render accounts to a third party, the exhibitor, however, remains the debtor. In case of late payments interest will be charged at a rate of 2 % above the discount rate of the German Federal Bank in force at the time.

If payment of the invoices is not effected by the exhibitor within the stipulated periods, the Fair Authority shall have the right (even in the event of space not fully paid for) to withdraw from the contract with regard to all space rented by him, and to dispose of such space otherwise. As for the compensation of costs, article 13, Para 4 of these conditions shall apply.

For all outstanding liabilities, the Fair Authority may retain by way of lien the stand equipment and the exhibits of the exhibitor concerned. Sect. 560, Paragraph 2, of the German Civil Code shall not apply.

The Fair Authority may – if payment is not made within the stipulated period – sell the exhibits. The Fair Authorities will not be liable for damage and/or loss of the retained items.

Payment must be made on the dates indicated in the invoice. Assignment of the booth areas and entry into the exhibitors' catalogue and delivery of the installation and exhibitors passes shall not be performed unless full payment in advance of the amounts invoiced is received. All incidentals (e. g. for technical service, advertising media) invoiced shall be due for payment immediately upon receipt of the invoice. All amounts invoiced shall be payable net in Euro to one of the accounts indicated in the invoice.

12. Co-exhibitors and group stands

Without the prior consent of the Fair Authority, exhibitors shall not be allowed to let the stand as allotted, either fully or in part to a third party, neither for a consideration nor free-of-charge. Products of firms other than those specified in the admission must not be advertised on the stand.

Permission to accept co-exhibitors will be given only upon application by the exhibitor in writing to the Fair Authority. An amount of € 1.350,- plus the rate of the value added tax which is legally in force at the time of the event will be charged to and payable by every co-exhibitor. The exhibitor will always be liable for payment of the co-exhibitor's fee. The co-exhibitor is subject to the same conditions as the principal exhibitor.

All companies exhibiting or appearing on a stand together with the principal lessee, including those having close economic or organisational connections with the principal lessee, will be considered co-exhibitors. Company representatives will not be admitted as co-exhibitors. Manufacturers of such types of machines, devices or other products as are necessary for the demonstration of an exhibitor's products are not regarded as co-exhibitors. The fair management shall decide in case of doubt.

If a co-exhibitor is admitted without the consent of the Fair Authority, the Fair Authority will have the right to cancel the contract with the exhibitor without notice and to clear the stand of the cost to the exhibitor. The exhibitor will waive the rights of unwarranted interference. The exhibitor will have no right to claim damages.

Upon payment of the admission fee, co-exhibitors can be entered into the official catalogue subject to the pertinent terms and conditions, provided the fees have been settled, and the required data have been received within the specified limits.

Subject to the approval of the Executive Committee, the Fair Authority can authorise group stands, provided they are on keeping with the overall pattern of the event. The exhibitors of group stands will be subject to all regulations.

If a stand is allocated to two or more companies, each of the sublessees will be liable to the Fair Authority jointly. The companies of a joint venture stand should nominate a mutual representative in the application form as reasonable company.

13. Cancellation and non-participation

Applications can be withdrawn up until admission. A withdrawal fee of € 1.200,- plus value added tax must be paid.

Once the space reservations have been confirmed, the exhibitor shall not be entitled to rescind the contract nor to reduce the stand area. The participation charges shall be payable in full together with the costs actually entailed.

Should the Fair Authority make alternative use of unoccupied areas to improve the general appearance of the show, the parties that reserved such areas shall not be released from their financial obligations. Should an exhibitor not take up the stand space that was allocated to him and the Fair Authority is able to rent the space to another applicant (not by resiting another stand), the exhibitor shall be required to pay 25 % of the participation charges or at least the fee as specified in para 1 above. If a co-exhibitor should not participate, the co-exhibitor's fee shall be payable in full.

If an exhibitor has entered into an arrangement with his creditors, or bankruptcy proceedings are pending against his property, or should a petition in bankruptcy have been dismissed owing to lack of assets, the Fair Authority shall be entitled to cancel the contract without notice.

In any case the exhibitor shall immediately inform the Fair Authority of any proposal for composition or institution of bankruptcy proceedings. Paras 1 to 5 above apply accordingly.

14. Exhibits

Goods not included in the approved list shall not be exhibited. The Fair Authority shall be entitled to remove non-approved exhibits at the cost of the exhibitor.

Exhibits are not permitted to be removed from the stand during the event without the permission of the fair management.

15. Security

The Fair Authority is responsible for the general security arrangements for the halls and the outdoor section. Patrolling will start on the first day of the construction period and terminate with the last hour of the last day of the dismantling period. The Fair Authority is empowered to take any security measure necessary. The responsibility for general security by the Fair Authority does **not** affect its exemption from liability for damage to property and personal injury.

16. Exhibitors passes

Upon payment of the participation charges, each exhibitor will receive, free of charge, exhibitors passes (see Technical recommendations).

17. Access to stands of other exhibitors

Exhibitors have no right of access to other stands outside the official opening hours, unless permission is obtained from the parties that have rented the stands.

18. Sales regulations

Every exhibitor is permitted to deal in only those exhibits listed in the admission permit. No exhibits shall be removed from a display until after the exhibition has closed. The provisions of the Law must be complied with.

19. Promotional activities in the fairgrounds

The distribution of leaflets and promotional material shall be confined to the stand area and is not permissible elsewhere in the halls of fairgrounds. As for the advertising in the fairgrounds, please see the Technical Regulations for further details. Publicity shall be confined to the promotion of the exhibitor's products and shall not be in breach of statutory regulations or good taste, nor shall it be of an ideological or political nature. Comparative and superlative advertising is not allowed. The Fair Authority reserves the right to prohibit the display or distribution of advertising matter that could give rise to offense, and to confiscate the stocks thereof for the period of the event.

20. Catalogue

The Fair Authority will publish the catalogue.

In due course exhibiting firms will be given full details of facilities provided with respect to errors or omissions. The exhibitor shall be responsible for the content of the entries and for any damage incurred through the publication thereof.

21. Insurance and exclusion of liability

It is the responsibility of the exhibitor to arrange adequate insurance cover. The exhibition organizers assume only the general third party liability risk for the exhibition. They take out a third party liability insurance (personal injury and damage to property) to provide protection against claims for which the organizers may be held respon-

sible under the terms of legal liability. This does not include the risks of the individual exhibitor. All damages or losses should be reported immediately to the police, the insurance company and the Fair Authority.

The Fair Authority accepts no responsibility for looking after exhibits and stand fittings, and expressly declines all liability for any loss or damage. This exclusion of liability is in no way limited by the security services provided by the Fair Authority.

The exhibitor shall also be liable for damages incurred by third parties employed by or acting on behalf of the exhibitor.

Please note, moreover, that the Fair Authority accepts liability only in cases of wilful intent and gross negligence.

22. Patents and registered designs

The protection on inventions, samples and trade marks is determined by the legal regulations. A special exhibition protection does not exist.

23. Reservation clauses

Should it be necessary, for reasons beyond their control, the Fair Authority is entitled to postpone, curtail, extend or cancel the event.

In such justifiable, exceptional circumstances, as in all cases for force majeure, exhibitors shall not be entitled to rescind their contracts or to claim damages, nor reduction of participation charges.

If the event cannot take place, for the aforesaid reasons, exhibitors can be charged up to 25 % of the participation charges to cover incidental expenses.

A larger amount can be demanded from individual exhibitors, if they have given instructions for additional work to be done on their account.

No participation charges will be payable if the Fair Authority is responsible for the cancellation of the event. The Fair Authority will entertain no claim for damages.

24. Domestic authority

The Fair Authority shall have full authority within the entire fairgrounds for the duration of the event, from the start of the construction period to the end of the dismantling period. Animals are not admitted to the fairgrounds. The Fair Authority reserves the right to issue instructions.

25. Verbal agreements

All verbal agreements, individual approvals and special arrangements must be confirmed in writing by the Fair Authority.

26. Period of limitation

All claims by exhibitors on the Fair Authority must be made within 6 months. Claims made thereafter will not be valid. The period of limitation starts at the end of the month in which the event closed.

27. Privacy

The information you provide will be recorded and stored in the database of GEOPLAN GmbH. GEOPLAN GmbH uses your data including your company details to plan and present the event. GEOPLAN GmbH will pass your personal data on to third parties if this is necessary to fulfil the contract between you and GEOPLAN GmbH. Your address, your email address and the company details will be used to inform you about events of GEOPLAN GmbH by post or by email. You are always entitled to object to the promotional use of your data. German law applies.

28. Place of performance and jurisdiction

The place of performance and jurisdiction in respect of any mutual obligations shall be the place of business of the fair organizer. German law applies. The German text shall be binding.

29. Escape clause

Should any of the above terms prove null and void, the validity of the remaining „Conditions of Participation“ and the contract as a whole shall not be affected. Should any of the above terms prove null and void, it shall be deemed to be replaced by that term that best approximates the purpose of the original.