Participation contract for the Open Source Park at CeBIT Hannover, 20 - 24 March 2017

Open Source Park

Pluspol GmbH
– Messe –
Universitätsstr. 3

D-56070 Koblenz

or by fax to:
+49 261 / 2016 - 906

Company:

Contact person (first and last name):

Street address:

Postcode:

Phone:

Fax:

E-Mail:

Stand size	Participation fee (plus VAT)	
		Participation fee from 01 Nov 2016
☐ 4 m²		3.500,00 €
☐ 6 m²		5.250,00 €
☐ 9 m²		7.875,00 €
☐ 12 m²		10.500,00 €
☐ 16 m²		14.000,00 €
☐ 20 m²		17.500,00 €
☐ 25 m²		21.875,00 €
☐ 30 m²		26.250,00 €
☐ __ m²		

plus registration fee Dt. Messe AG: 400,00 €
plus marketing fee Dt. Messe AG: 45,00 € per sqm
plus co-exhibitor service fee Dt. Messe AG: 500,00 €

Bank

Financial institution:

BIC:

IBAN:

Creditor Identifier: DE92ZZZ00000490491
Mandate reference - will be communicated separately

We herewith agree to a contract with Pluspol GmbH according to and in acknowledgement of the conditions stated below or on the reverse side.
All prices quoted are subject to VAT at the current rate. Prerequisite to the legal effectiveness of the contract is the consent of Deutsche Messe AG to the exhibitor's registration to CeBIT 2017.

Date Stamp/Signature

Pluspol GmbH · Universitätsstr. 3 · D-56070 Koblenz
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General Manager: Wolfgang Frank · District Court Koblenz, HRB 21340

pluspol.de
Marketing • Kommunikation • Internet

Conditions for participation at the Open Source Park, CeBIT Hanover 2017

1. Open Source Park
Pluspol GmbH is organizing the group stand / pavilion Open Source Park from 20 to 24 March 2017. The exhibitors present their Open Source range of services. The company signing for a specific stand space is its sole user. Subcontracting the respective stand space or a part of it to a third party is prohibited or subject to the explicit consent of Pluspol GmbH.

2. Exhibitor status
Prerequisite to the validity of the contract is the consent of the Deutsche Messe AG to the exhibitor's registration to CeBIT 2017. The participating companies will be entered as exhibitors and shall have all rights and obligations of an exhibitor at CeBIT 2017 in conformance with the Conditions of Participation of Deutsche Messe AG. These Conditions of Participation shall – unless explicitly agreed otherwise – be an integral part of the contract. The same applies to the other Conditions of Participation at the event, which will be forwarded to the exhibitor prior to the start of the show. In addition to the generally available services, the exhibitor will receive a service package containing further special information and support for participation in the Open Source Park.

3. Pricing conditions
The prices stated above or on the reverse side comprise stand space rental, basic stand construction and equipment including set-up and dismantling as well as a share of costs for general service and function areas of the Open Source Park and service features supplied by the organizer. The exhibitor shall not be entitled to a specific shape/position of stand or floor space. Variations in the actual stand space of no more than 5% from the agreed size and the existence of pillars or electrical distributors thereon shall have no effect on the agreed price.

4. Basic equipment
The individual stand spaces have basic equipment consisting of floor covering, wall elements, graphic flags, fascia board with logo and company name, basic illumination and standard furnishing (presentation table, seating, etc.) without IT-hardware and software. The layout data for company graphics for the fascia board, etc. must be submitted to the organizers no later than 27 January 2017.
Special/additional equipment is available subject to extra charges. A protected power supply of 2.5 kW is provided for each individual stand space. The installation and use of electrical equipment, with the exception of exhibits, requires the express consent of the organizers.

5. Shared facilities
The general service and function areas of the Open Source Park are exclusively at the disposal of all Open Source Park exhibitors and their visitors. A storage area and conference cabins may be used on request by an exhibitor and approval by the organizers free of extra charges.

6. Service features
The following service features are available free of extra charges: on-site assistance and support by Pluspol GmbH staff for the exhibitors and their staff during the show, electricity supply, regular exhibition hall surveillance as provided by Deutsche Messe AG, stand cleaning. The service package does not include insurance cover. The exhibitor shall be responsible for insuring his own exhibits.

7. Exhibitor marketing fee
The exhibitor is allowed to make entries in the CeBIT product group index in up to four product groups, according to his range of products and services. This service is included in the exhibitor marketing fee. Any further marketing services need to be arranged by the exhibitor directly with Deutsche Messe AG and will be charged by them accordingly. The exhibitor marketing fee is also due if entry in the exhibitor catalogue and/or product group index is not possible due to belated registration of the exhibitor.

8. Exhibits
The respective exhibits are to be shipped to the CeBIT stand space at the exhibitor's expense. Their set-up and removal has to accord to the organizer's regulations. The fittings, equipment and operation of the rented stand space must conform to the general appearance of the event. The exhibitor's own graphics, additional company lettering and signage or affixed exhibits must be coordinated with the organizers prior to the exhibition and written approval obtained.

9. Implementation
Pluspol GmbH carries out all work and functions required for the planning and implementation of the Open Source Park. Upon conclusion of preparations and/or in due course respectively, the exhibitor will be provided with all relevant information and documents.
Within the scope of his participation in Open Source Park the exhibitor shall show consideration to other exhibitors and safeguard the legitimate interests of third parties. All stand tenants shall have the same rights and obligations. In the event of dispute they will comply with the binding decision of the organizers. Breach of the obligation of considerateness or contravention of the organizer's decision shall entitle the organizers to cancel the contract on grounds of compelling reasons.
The exhibitor shall provide at least one qualified employee to be present at the set-up of the stand at least one day before the start of the exhibition and familiarize him/herself with the premises. The employee must be an authorized representative for all questions related to this contract. The exhibitor shall occupy and maintain his exhibition stand for the duration of the event (see item 1).

10. Terms of payment
The exhibitor's fee is payable in three equal instalments: the first instalment shall be due within 30 days of the date of registration, the second on 31 October 2016 and the third instalment on 31 December 2016. For contracts concluded after 01 November 2016, the entire exhibitor fee shall be due within 14 days of contract signing. All payments must be made by the direct debiting procedure. Payments for any additional services requested will be invoiced at the end of the event. Pluspol GmbH shall have a unilateral right of cancellation within four weeks of receipt of the signed contract in the case of negative credit assessment and the credit insurer refuses to insure the exhibitor.

After 31 December 2016 a rescission or regular cancellation of the contract is excluded. In the event that Pluspol GmbH is entitled to compensation for non-fulfilment, these shall be agreed at a flat rate of 30% of the total fee. The parties shall retain the right to demonstrate higher or substantially lower damages. The organizer has a duty vis-à-vis Deutsche Messe AG to use the entire leased floor space for exhibition purposes. Should an exhibitor fail to exhibit on the space leased by him in breach of his contractual obligations, he shall remain bound to pay the amount due under contract. In the event that the organizer is able to use the space for another purpose, the exhibitor shall be liable to pay a contractual penalty of 30% of the due fee. In addition to the contractual penalty the organizer shall be entitled to claim further compensation. If compensation in addition to the contractual penalty is claimed, the organizer shall offset the contractual penalty against the compensation.

11. Disclaimer, exhibitor's rights, written form, legal venue
Pluspol GmbH shall be liable for all contractual and non-contractual damage caused by it as a result of gross negligence or intent. In the event of an essential breach of contract Pluspol GmbH shall also be liable for slight negligence. Liability in this case shall be limited to damages which were reasonably foreseeable at the conclusion of the contract. Liability under mandatory statutory provisions, contractual agreement or warranty or due to personal damage and its consequences shall remain unaffected. Liability for damage incurred to an exhibitor due to delayed performance in the case of minor infringement shall be limited to 5% of the compensation. Information pertaining to the proposed exhibition site shall not substantiate any right to the retention and use of this location.
In the event that CeBIT 2017 is cancelled as a whole, Pluspol GmbH shall be released from all obligations arising from this contractual relationship. All claims made by the exhibitor against the organizer must be submitted in writing. They shall be subject to a limitation period of six months after the close of CeBIT 2017. The exhibitor may only set off undisputed or legally founded claims. Agreements diverging from these conditions or supplementary regulations shall not be valid unless submitted in writing.
This contract shall be governed by German law to the exclusion of the UN Sales Convention. Insofar as the exhibitor is a merchant, the exclusive court of jurisdiction shall be Koblenz.