

September 29th and 30th, 2021
Eurogress, Aachen, Germany

GENERAL TERMS AND CONDITIONS OF THE EXHIBITION AT ICR 2021 as of April 6th, 2021

To register a stand at the exhibition at ICR 2021, a registration form must be signed and sent to the organizer of the event (ECREF gGmbH, "the organizer"). The exhibition will take place at the dates and locations set out in the registration form. The organizer has transferred the support service and execution of the exhibition to "Mplus Messebau GmbH", Herzogenrath, Germany.

Exhibited goods

A list of exhibited goods has to be issued together with the registration form. The organizer is authorized to cancel the registration if it has been issued due to incorrect information about the exhibited goods. The organizer does not verify the exhibitor's information and materials in regard to their legality. If the organizer is informed of a possible rights infringement of an exhibitor and the organizer comes to the conclusion that a rights infringement does exist, it is entitled to block parts or the whole entry of the exhibitor.

Exhibition stands

The exhibitor will receive a written confirmation after his registration has been accepted. The position of the stands will be arranged by the organizer after the deadline for registration. Allocation of a certain stand position cannot be guaranteed. For assigning exhibiting rights – even only partially – to a third party, the exhibitor needs a written authorization issued by the organizer.

Stand layout

The organizer has arranged the conditions of stand layout and design in co-operation with the company "Mplus Messebau GmbH". The exhibitor shall commit himself to follow these conditions. The exhibitor has to bear all costs of additional fittings and equipment, which have to be coordinated with "Mplus Messebau GmbH". The exhibitor is not permitted to glue, nail or drill into the exhibition material (displays, furniture, etc.) provided by the organizer. In case of non-observance, the exhibitor will be responsible for recourse.

Cancellation of the registration by the exhibitor

Registered exhibitors, which have received a written confirmation, can cancel their registration free of charge until the official closing date for registration for the exhibition (June 18th, 2021). After this date, 35 % of the agreed fee are due.

Force Majeure

Force Majeure means an event or occurrence which is beyond the reasonable control of any one party without the party's fault or negligence, including, but not limited to, the following events: Acts of God, official directives (e.g. entry or travel restrictions), industrial disputes and any other circumstance beyond the control of the parties such as fire, war, extensive military mobilization, insurrection, requisition, seizure, embargo, restrictions in the use of power, currency and export restrictions, epidemics, natural disasters, extreme natural events, terrorist acts and defects or delays in deliveries by sub-contractors caused by any such circumstance referred to in this clause.

The party claiming to be affected by Force Majeure shall notify the other party without delay on the intervention and on the cessation of such circumstance. In any case of Force Majeure, the parties undertake to adjust their obligations to the changed circumstances in good faith. Either party shall be entitled to suspend performance of his obligations under the contract to the extent that such performance is impeded or made unreasonably onerous by Force Majeure. In any case of Force Majeure, the parties undertake to adjust their obligations to the changed circumstances in good faith.

The organizer and the exhibitor agree that the provisions on Force Majeure shall apply mutatis mutandis to any effects of the current Corona pandemic on the performance of this contract; however even such an effect is given in the sole opinion of organizer only.

Terms of payment

The exhibitor is obliged to pay the total amount of the fee within 14 days after the date of invoice.

No warranty or insurance

The organizer shall only be responsible for entrance and exit security control during the opening hours of the exhibition. The organizer will not provide stand security control during set-up, dismantling or during opening hours. The organizer shall neither be held liable for theft of or damage to the exhibitor's own or rented goods, set-up of the stand or its dismantling or during transportation to or from the exhibition grounds. The exhibitor assumes liability for damages, i.e. due to painting or gluing or remains of paint or glue on the floor, nailing or drilling into the floor, walls or ceilings. Therefore, we strongly recommend that exhibitors take out their own insurance against the usual dangers such as fire, theft and transportation of exhibited goods.

Liability

The exhibitor shall be liable for any and all damages that he, his employees, his agents or his helpers cause to exhibitor or to others during ICR 2021; this includes damage to buildings and exhibition facilities.

The organizer shall be liable to the exhibitor solely for damages that arise from gross negligence or intent on the part of its agencies or employees. One particular exclusion from liability is that of damage resulting from fire, water, explosions, storms or other acts of God, or from violent assault, theft, breaking and entering, failure of supply systems (such as electricity, gas, water) and similar causes, provided they are not attributable to the gross negligence or intent of organizer, its agencies or employees. This also applies to damage caused by the public (in particular by visitors to the event, or other exhibitors). Secondary damages or consequential damages resulting from breaches of contract on the part of the organizer are moreover only eligible for damages insofar as such damages are typically to be expected.

Catering

Exhibitors are not permitted to offer own catering.

Reservations

The organizer reserves the right to postpone, curtail, close temporarily or completely, or to cancel the event for any cause. Should the organizer not be able to hold the event as a result of unforeseen circumstances, the exhibitors shall be informed immediately. The organizer will charge the exhibitor only for services provided up to this time, as well as for special services that have been ordered, in the amount of the costs incurred. Should the organizer be forced to cancel or curtail the commenced event as a result of circumstances that are outside of the control of the organizer, the exhibitor shall have no claim to a refund or waiver of the stand rent. The same applies if the organizer is forced to close or vacate one or more areas of the event.

Data Protection

For the purpose of fulfilling the contract, the organizer shall record, store, process and use the necessary personal data of the exhibitor as well transfer these data to third parties commissioned with the implementation of this contract. All details on the processing of data by the organizer can be found in the privacy policy at https://www.ecref.eu/fileadmin/user_upload/Downloads/Datenschutzerklaerung.pdf. By submitting the registration form, the exhibitor declares that he has taken note of the above note on data processing.

Legal Matters

Any and all claims of the exhibitor against organizer shall be lodged in writing. They shall be time-barred within 6 months from the end of the year in which they become material. German law shall apply exclusively. Place of jurisdiction is Koblenz am Rhein, Germany.