



5a Special Conditions of Participation

1. Organiser and contact

1.1 Hosting the event

International Society for Prosthetics and Orthotics (ISPO)
Co/ICAS ApS, Trekronervej 28, Strøby Ergede, 4600 Køge, Denmark
Tax No. DK-39539519

Office:

22-24 Rue du Luxembourg, 1000 Brussels, Belgium

1.2 Organising the fair

Leipziger Messe GmbH (hereinafter called LM)
Messe-Allee 1, 04356 Leipzig, Germany
Tel.: +49 341 678-8238, Fax: +49 341 678-168238
E-mail: info@ispo-congress.com

LM has been commissioned by the host to organise the fair, i.e. to approach international exhibitors and to acquire sponsors, including commercial management.

LM shall be the sole contracting partner for all questions involving stand reservation, stand construction in general and stand construction packages, for the inspection and licensing under construction law of stands commissioned individually by the exhibitor.

LM or its assigned partners shall be also the sole contracting partners for additional exhibitor services mentioned in the Exhibitor Manual. Orders have to be sent solely to LM or to its assigned partners as indicated in the Order Forms.

2. Venue

Kobe Convention Center
6-9-1, Minatojima-nakamachi, Chuo-ku,
Kobe-shi, Hyogo,
650-0046, Japan
www.kobe-cc.jp/en

3. Dates

3.1 Duration of the event

Saturday, 5 October to Tuesday, 8 October 2019

3.2 Stand construction

Thursday, 3 October 2019 09:00 to 17:00
Friday, 4 October 2019 09:00 to 17:00

Conditions and times governing the delivery of exhibitors' own stand-construction materials or of larger products for exhibition and their assembly must be agreed with LM no later than 30 days prior to the start of the fair.

3.3 Opening times of exhibition

Saturday, 5 October 2019 09:00 to 20:00
Sunday, 6 October 2019 09:00 to 18:00
Monday, 7 October 2019 09:00 to 18:00
Tuesday, 8 October 2019 09:00 to 16:00

3.4 Opening times for exhibitors and stand staff during the fair

Saturday, 5 October 2019 08:00 to 20:00
Sunday, 6 October 2019 08:00 to 19:00
Monday, 7 October 2019 08:00 to 19:00
Tuesday, 8 October 2019 08:00 to 20:00

3.5 Stand dismantling

Tuesday, 8 October 2019 16:00 to 20:00
Wednesday, 9 October 2019 09:00 to 17:00

Times are subject to change and will be finalized once the Congress programme is finalized.

3.6 Welcome reception

Saturday, 5 October 2019

Separate application must be made for access outside the times stated.

4. Visa

Visa is required for selected countries. In any case each exhibitor is recommended to find out about the current entry regulations in good time.

5. Prices for exhibition space, all-inclusive charges, fees, and terms and conditions of payment

5.1 All invoices shall be issued by LM in Euro. Further services will be billed by the contractor designated in the order documents (exhibitor manual) in US-Dollars or Japanese Yen.

5.2 Invoicing

The invoice will be sent by e-mail. Please contact us if you require your invoice by post mail.

5.3 Credit-card payment

In the case of credit-card payments, all fees will be charged to the exhibitor.

5.4 Value Added Tax (VAT)

All prices listed are net prices. In the case VAT is regulated by LAW it will be charged. Businesses from the EU have to submit a valid VAT Number and this confirmed by the European Commission. Businesses from non-EU countries submit a valid corporate certificate issued by the competent authorities or registration courts in their own country.

- Fee for stand area: Leipziger Messe issues the invoices in the name and on the account of International Society for Prosthetics and Orthotics (ISPO) from Denmark.
 - Companies outside Denmark don't have to pay VAT. Reverse charged method.
 - The VAT rate of 25 % in force of Denmark will be charged on businesses registering from Denmark.
- Fee for stand construction, additional orders and further services invoiced by the service partners
 - Companies without subsidiary in Japan and paying from outside of Japan have to pay 8 % Japanese business tax. Depending on the order amount business tax wont be charged.
 - Companies with a subsidiary in Japan will be charged with 8 % Japanese business tax independently whether they wire the money from Japan or a third country.

For services (i.e. orders for catering) booked via Order Forms in the exhibitor manual, VAT and other local taxes may be charged. Details can be found on the concerned Order Forms.

5.5 Exhibitor passes

According to the size of stand, each exhibitor will receive exhibitor passes (entitling entry to fair) for their stand as follows: 2 exhibitor passes for a minimum space of 9 sqm; for each additional 9 sqm of exhibition or part thereof 1 additional exhibitor pass; maximum 25 passes. You will receive one free pass for each registered co-exhibitor. Further passes can be ordered at an additional charge (in Japanese Yen).

5.6 Withdrawal and failure to attend

Withdrawal shall be possible until acceptance. Should the exhibition space left empty by the exhibitor's failure to attend be subsequently let, only 25 % of the agreed rent shall be payable by the exhibitor, but a minimum of **260.00 EUR**. The exhibitor shall still have a duty to pay these sums in full, however, if and insofar as unlet exhibition space is available at the fair which would have been used by the next tenant providing the exhibitor had attended the fair pursuant to contract and subsequent letting is made to preserve external appearance.



5b Special Conditions of Participation

5.7 Stand construction

a) Exhibition space only: **300.00 EUR** per sqm (row stand). Exhibitors who construct their own stand, or commission a third party to do so, if the height of the entire stand or of its individual components exceeds 2.70 m, must submit the stand design and other requisite proofs in accordance with technical guidelines to LM for agreement and confirmation no later than 2 months prior to the fair. Otherwise permission for the stand cannot be given, or may be withdrawn on the spot. This shall also apply in cases where the documents show discrepancies from the actual stand structure.

b) Surcharges

Corner stand: + **10.00 EUR** per sqm
Peninsula stand: + **20.00 EUR** per sqm
Island stand: + **30.00 EUR** per sqm

c) Surcharges for stand construction according to forms 3a and 3b.

5.8 Management fee for exhibitor's own stand

Exhibitors with custom-made stands erected by third parties or themselves will be charged a management fee of additional **25.00 EUR** per sqm for technical approval, fire inspection, communication (entry in the exhibitors' list, quickfinder on-site and Congress App).

5.9 Co-exhibitor fee

The fee per registered co-exhibitor will be **365.00 EUR** inclusive communication fee.

5.10 Services and additional facilities

Additional facilities (electricity, water, furnishings, staff, contact broker, shows, sponsoring etc.) will be charged in accordance with the relevant price lists. Separate orders, depending on specification by LM, must be made for such services. Electricity and water connection has to be ordered with the official appointed contractor (SAKURA) only. Trusses and any other hangings/riggings are generally not allowed due to strict safety regulations because of earthquake hazard. Exemptions can be granted on request for special reasons only. Details will be found on the Order Forms. Bookings according to "Order Forms PART C" will be managed by third parties bearing the sole responsibility for provision of services. LM does not assume any liability.

5.11 Should LM be unable to provide services to circumstances beyond its control, the exhibitor shall be entitled to demand the refund of services fees except for fees which LM has already paid to third parties. Any additional payment claims on the part of the exhibitor are ruled out.

5.12 Should terms and conditions be amended due to local statutory regulations, LM or one of its agents shall be entitled to badge on any additional costs to the exhibitors pro rata.

5.13 Interest of 8 percentage points per annum above the current base rate of the ECB shall be payable from the due date if the exhibitor is a trader. Arrears interest of the statutory amount shall be paid upon commencement of arrears. Should the exhibitor be in arrears, LM or one of its agents may withdraw from the contract and, along with losses caused by delay, claim damages for non-fulfilment.

5.14 The exhibitor shall have a duty to pay the agreed fee in full even if he does not attend the fair, or does not attend it for its whole period, and the reason for this is not due to culpability on the part of LM or its agents. The transport of exhibits and construction material by the official shipping company is excluded expressly from this provision.

5.15 The exhibitor must order additional services and facilities by the dates listed in the respective order documents at latest. Should the exhibitor fail to meet these dates, a surcharge of up to 100 % on the list price may be imposed. Fees must also be paid in full in case of cancellation, if the host or its agents have already placed the orders with the stand builder or service partner. They shall be automatically deemed to have been ordered compulsory on if five days have elapsed since the date given in the order.

5.16 In case of additional local facilities, the fees payable for these shall be rendered immediately in cash in Euros.

6. Registration, acceptance, co-exhibitor, billing

6.1 Start of allocation: 1 April 2019

6.2 Registrations by all exhibitors (see 1.2) must be sent solely to LM. LM will issue the notice of acceptance to the order of the host. There shall be no legal entitlement to acceptance. By registering, the applicant recognises these Terms & Conditions of Participation. Approvals may be issued by e-mail, fax or another written form.

6.3 Upon acceptance, the rental contract between the organizer and the exhibitor shall have been concluded.

6.4 Co-exhibitors are only allowed at the stand if they have been previously registered with LM and LM has given its confirmation. Should other firms co-exhibit at your stand without permission and the co-exhibitors' fee being paid, the organizer may terminate the contract without notice and have the stand removed at the exhibitor's expense. Co-exhibitors must recognise these Terms & Conditions of Participation in writing by making a co-exhibitors' registration.

6.5 Acceptance may be revoked by the organizer if it has been issued on the basis of false assumptions or statements, or if the conditions governing acceptance no longer apply.

6.6 The stand must be staffed during exhibition opening times.

6.7 LM shall be authorised to bill all exhibitors for the contractual services. LM shall have power of attorney for collection. All exhibitors may make payment to LM by way of debt discharge.

6.8 Exhibitors with own stands have to submit their stand design and other requisite proofs in accordance with all guidelines of the Exhibitor Manual to LM for agreement and confirmation not later than 2 months prior to the trade fair. Otherwise the permission for stand construction cannot be given or may be withdrawn on the spot. Furthermore the acceptance of exhibition participation can be revoked in such an event. There are no claims for damages resulting from the exhibitors. This shall also apply in cases where the documents show discrepancies from the actual stand structure.

7. Registration, particular wishes and conditions

7.1 Registrations submitted with conditions or reservations shall not be considered. Place preferences, which will be considered as far as possible, shall not represent any conditions for attendance. No exclusion of competition shall be granted.

7.2 Registration shall be binding from delivery to LM until notification of acceptance or non-acceptance.

7.3 Should compelling technical or organisational reasons so require, LM shall be entitled, as far as is necessary and reasonable, to supply the exhibitor with a stand in another position from that originally allocated, to alter the size of the exhibition area as far as is necessary and reasonable, and to relocate or close entries and exits to the Fair & Exhibition Centre.

8. Data protection

The host and its agents shall be entitled, within the limits set by statutory data protection regulations, electronically to store data concerning the exhibitor for automated processing and to badge it on to the host's service partners, insofar as this is necessary or advantageous for executing the rental agreement regulating the exhibitor's attendance at a fair operated by the host or by LM.

The exhibitor hereby declares his express agreement thereto.

Both the host and its agents and the exhibitor shall have a duty to treat in confidence all information concerning personal data of which they, their staff or Third Parties commissioned by them become cognizant in the course of this contract. The Parties shall not use or exploit this information comprising personal data in any form except to fulfil this contract. The host, its agents and the exhibitor shall fulfil all their duties under the German Data Protection Act and shall so bind their staff and Third Parties whom they have commissioned. This duty shall extend beyond the end of these contractual relations.



5c Special Conditions of Participation

9. Liability and insurance

9.1 The host and its agents shall undertake no duty of care for fair goods and stand furnishings and, this being so, hereby excludes all and any liability for loss and damage. Nor shall this limitation of liability be subject to restriction through any general security measures taken by LM.

9.2 The host shall be liable in accordance with statutory regulations. In case of minor negligence the host shall be liable only insofar as essential (cardinal) contractual duties have been infringed, and only for such losses as are contractually typical and foreseeable.

9.3 Liability for personal injury and under the German Product Liability Act shall not be affected hereby.

9.4 The exhibitor shall be liable for all losses incurred by Third Parties or the host and its agents through the exhibitor's attendance at the fair. Culpability of his co-exhibitors and of his and their agents, vicarious agents and servants shall be the same as his own culpability.

9.5 Every exhibitor must insure himself appropriately at his own expense against the usual insurable risks run during his attendance at the fair, including risks of delivery and collection.

9.6 All loss and damage occurring must be notified immediately to the police, the insurance company and the host.

9.7 The exhibitor shall have a duty to insure his statutory liability to an appropriate extent by concluding a third-party liability insurance.

9.8 The exhibitor shall be liable in full for loss and damage incurred by the host or his partners through failure to meet the dismantling deadline set out in Section 3. Application must be made for additional erection and dismantling times, and a charge shall be made. The exhibitor shall have no right to a grant of such additional time.

10. Reservations

10.1 Should the host be obliged, as a result of force majeure or on other grounds for which he is not responsible, to empty one or more exhibition areas temporarily or for a longer time, or to extend, shorten, postpone or even cancel the fair, the exhibitor shall enjoy no rights of withdrawal or termination thereby, nor any other claims, particularly claims for damages, against the host. Should the fair fail to be held, the scheduled rental payment shall be null and void. Sums already paid shall be reimbursed. The exhibitor must pay in full, however, for work already carried out and services already rendered.

10.2 Should the host be responsible for the cancellation, no rent shall be owed. Any claims for damages against the host shall be restricted to foreseeable and contractually typical damages.

11. German law, precedence of local regulations

11.1 Unless regulated otherwise in these Terms & Conditions of Participation, the law of the Federal Republic of Germany shall apply. Application to this contract of the law on the international sale of goods (CIGS) is hereby excluded.

11.2 Rules, statutes or guidelines of the host country or of the host or of the venue which deviate from the said conditions and impose additional restrictions shall have priority. The host shall not be liable if loss or other detriment arise thereby.

11.3 Safety and fire-prevention regulations in the Fair & Exhibition Centre must be obeyed. Smoking is strictly prohibited.

11.4 The Technical Regulations according to exhibitor manual shall be an integral part of the contract.

12. Guarantee

Complaints must be made in writing to LM or one of its agents immediately following acquisition of the stand, or on the last erection day at the latest, so that it is possible to remove defects. Later complaints cannot be accepted and shall not ground any claims against the host, against LM, or against its agents.

13. Concluding provisions

13.1 All agreements, grants and ancillary accords shall only be valid if they are in writing. This shall also apply to any amendment to this requirement of written form.

13.2 Contractual claims by the exhibitor against the host shall expire within 12 months. Time shall begin to run upon the ending of the month in which the final day of the fair falls. Claims for deliberate breaches of duty shall be subject to statutory time limitation.

Claims for damages by the host for changes or impairments to the item rented shall expire in one year from the time when the host receives the said rental item back. Such claims for damages shall expire prior to return only in 30 years from their creation.

13.3 Should the exhibitor fail to supply the host (or LM) with his new address, and if the host cannot find it even through a research of addresses for this purpose, time shall cease to run. The host shall have a duty after approximately one, two and four years to repeat the address research. The time during which time ceases to run shall be a maximum of five years. The exhibitor shall have a duty to pay the costs of the research(es).

13.4 Should out-of-court warnings be without result, LM shall be entitled under assigned rights to sue all exhibitors for the host's receivables.

13.5 The place of jurisdiction for all mutual obligations, including all duties of payment, shall be Leipzig, providing the contracting partner is a trader, an entity under public law, or a special public asset, or the contracting partner does not have his registered office or general place of jurisdiction in the Federal Republic of Germany.

13.6 The host or LM shall further have the right, as they shall choose, either to take all requisite legal steps or proceedings before the court in whose jurisdiction the exhibitor's registered office lies, or before the court in whose jurisdiction the host's registered office lies.

13.7 The exhibitor shall in any case pay the costs of pre-judicial debt collection (detective agencies, collection agencies, lawyers). If and insofar as the exhibitor loses a legal dispute with the host or LM, he shall pay the costs of the legal proceedings and of the requisite legal representation, particularly the lawyers, courts, interpreters, experts and witnesses, and the costs of translating all documents submitted in the course of legal proceedings.