

## 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.: +49 341 678-8236, 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

Expo Guadalajara  
Av. Mariano Otero #1499 CP.44550,  
Verde Valle, 44550 Guadalajara, Jalisco, Mexico  
www.expoguadalajara.mx

### 3. Dates

#### 3.1 Duration of the event

Monday, 24 April to Thursday, 27 April 2023

#### 3.2 Stand construction

Saturday, 22 April 2023 14:00 to 22:00  
Sunday, 23 April 2023 08:00 to 20:00

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

Monday, 24 April 2023 09:00 to 19:30 (including Welcome Reception)  
Tuesday, 25 April 2023 09:00 to 18:00  
Wednesday, 26 April 2023 09:00 to 18:00  
Thursday, 27 April 2023 09:00 to 16:00

#### 3.4 Opening times for exhibitors and stand staff during the fair (admission with valid exhibitor badge only)

Monday, 24 April 2023 08:00 to 20:00  
Tuesday, 25 April 2023 08:00 to 19:00  
Wednesday, 26 April 2023 08:00 to 19:00  
Thursday, 27 April 2023 08:00 to 22:00

#### 3.5 Stand dismantling

Thursday, 27 April 2023 17:00 to 22:00  
Friday, 28 April 2023 08:00 to 12:00

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

#### 3.6 Welcome Reception

Monday, 24 April 2023

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 Mexican Peso.

#### 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.

a) 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.

b) Fee for stand construction, additional orders and further services invoiced by the service partners

- For all services invoiced by Mexican service partners applies Mexican VAT (at the moment 16 % tax).

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.

#### 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**. After having received the official acceptance notification to the event, the exhibitor is obliged to pay 100 % of the rent, even if he withdraws his participation.

#### 5.7 Stand construction

a) Exhibition space only: **330.00 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 2.50 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

Stand parties: Stand parties or similar events on the exhibitor's booth that shall take place during the congress programme is running need to be confirmed by the ISPO.

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

## **5b** Special Conditions of Participation

### **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 **29.00 EUR** per sqm (including Mexican VAT) for technical approval, fire inspection, communication (entry in the online and printed Exhibitor Directory).

### **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, internet and water connection as well as trusses and any other hangings / riggings have to be ordered with the official appointed contractor (ORMEX) only. Details will be found on the Order Forms. Bookings according to "Exhibitor Manual 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 9 percentage points per annum above the current base rate of the ECB shall be payable from the due date if the exhibitor is a merchant. 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 Cancellation of stand packages and additional services**

Cancellation of stand packages 5 months prior to the show are free of charge. The upgrade from a lower package to a higher package is possible, e.g. Standard or Deluxe stand up to Premium. Downgrades are not allowed. All orders are binding latest 2 weeks after receiving by LM. Even without confirmation as the orders are already booked with the service partners.

**5.15** The exhibitor shall have a duty to pay the agreed fees for stand packages and other ordered services 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. The exhibitor bears all transportation risks.

**5.16** 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.

**5.17** In case of additional local facilities, the fees payable for these shall be rendered immediately.

## **6. Registration, acceptance, co-exhibitor, billing**

### **6.1 Start of allocation: 17 October 2022**

**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 or another written form.

**6.3** Upon acceptance, the rental contract between the organiser 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 organiser 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 organiser 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 no 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 for 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. Liability and insurance**

**8.1** 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.

**8.2** 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.

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

**8.4** 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.

**8.5** 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.

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

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

## **5c** Special Conditions of Participation

**8.8** 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.

### **9. German law, precedence of local regulations**

**9.1** 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.

**9.2** 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.

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

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

### **10. 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.

### **11. Reservation of rights**

#### **11.1 Cancellation, interruption, postponement, closure of the event**

**11.1.1** In justified circumstances, ISPO has the right to postpone, relocate, shorten, cancel, temporarily interrupt, partially close, or cancel the event. A situation justifying such an action exists if there are sufficient indications that holding the scheduled event or continuing to hold the event can lead to a concrete threat to life and limb or to material damage of substantial value.

**11.1.2** ISPO is also entitled to the rights listed under 11.1.1 if, due to force majeure (e.g. government measures, urgent regulatory recommendation or advice, labor disputes, acts of terror or other dangers to life and limb, natural events or catastrophes), the smooth conduct of the event is compromised or threatened to such a degree that the intended purpose of the event cannot be met for the exhibitors, visitors or ISPO, or can only be met with considerable restrictions.

**11.1.3** ISPO shall make this decision in accordance with 11.1.1 and 11.1.2 in its function as event organiser according to its due assessment. In reaching the decision, the interests of all affected trade fair participants (especially exhibitors, visitors, conference participants, speakers, sponsors, etc.), the purpose of the event and the necessary safety considerations must be taken into account.

#### **11.2 Legal consequences of actions taken in pursuance with 11.1**

**11.2.1** In the case of total cancellation prior to the start of the event, the exhibitor shall be obligated to pay an adequate amount to be determined by ISPO using equitable discretion, but not exceeding 15 % of the participation price for general reimbursement of costs. The participation price relevant for the calculation shall be comprised of the rent for the floor space rental and the communication fee. ISPO shall be released from its contractual obligation to perform beginning with the moment in time the cancellation is made.

**11.2.2** In the case of a postponement or relocation or a shortening of the event prior to its start, the signed contract regarding trade fair participation shall apply to the new event location or time period as long as the exhibitor does not immediately object in writing to ISPO, at the latest two weeks after receiving communication of the change. If an objection is made, the exhibitor shall be liable to pay an amount to cover costs as provided for under 11.1.2. The amount in this case shall be 25 % of the participation price.

**11.2.3** In the case of early cancellation (cancellation, shortening), temporary interruption or a partial closure after the start of an event, or in the case of a delayed start, the exhibitor shall be obligated to participate in the non-cancelled part of the event and to pay the full participation price. ISPO shall proportionately reimburse the exhibitor for the costs that are not incurred as a consequence of the cancellation or partial closure (saved costs or costs not incurred).

#### **11.3 Cancellation of the event for economic reasons**

ISPO has the right to distance itself from the conduct of the event at its own discretion and with regard for the justified interests of the trade fair participants if the economic feasibility cannot be realized or the status of registrations indicates that a sufficient representation of the industry aimed for by the event cannot be guaranteed. With the cancellation all mutual and reciprocal obligations to perform shall fall away for both contractual partners. ISPO shall be obligated to reimburse any payments which have already been made by the exhibitor if the service paid for has not already been performed at the time of the cancellation. No claims asserted by the exhibitor for reimbursement of payments already made in connection with his participation in the event or for damage compensation can result from the cancellation.

#### **11.4 Booth packages and additional services**

The rules mentioned under 11.2.1 apply also to booth packages ordered with the application form 2b and additional services offered in the Exhibitor Manual. If the event cancellation will be made 70 days or less prior to the start of the event the rent for booth packages and costs for ordered services have to be paid partly, but not exceeding 50 % of the costs. Possible reimbursements by booth and service contractors shall be forwarded to the exhibitor in full. Articles 11.2.2, 11.2.3 and 11.3. apply for booth packages and additional services accordingly.

### **12. Data protection**

The personal data collected on or from the exhibitor may be used to fulfill the business purposes of ISPO and the Leipziger Messe GmbH within the scope permitted by data protection law. The Leipziger Messe GmbH, its affiliated businesses and foreign representatives are also entitled to use this personal data to regularly inform about services provided by the Leipziger Messe GmbH, its affiliated businesses and foreign representatives via letter, email, telephone or fax. A list of these businesses and foreign representatives, who are located in part outside the European Union (EU) and the European Economic Area (EEA), is available on the Internet: [www.ispo-congress.com](http://www.ispo-congress.com).

The exhibitor must ensure that the pre-requisites for data privacy are met for the aforementioned uses through suitable measures (e.g. written consents by his employees).

The exhibitor is liable to ISPO and the Leipziger Messe GmbH for damage and expenses that arise from the breach of this duty and shall indemnify ISPO and the Leipziger Messe GmbH against related third party claims upon the first request to do so.

### **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).

## **5d** Special Conditions of Participation

**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.

Leipziger Messe GmbH  
28 April 2022