

Organizer ZELLCHEMING Service GmbH
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Registration Co-Exhibitor

Main Exhibitor

Company (with legal form)

Contact person (Last name)

Contact person (First name)

E-mail address (personalized)

Street/No.

ZIP-code, city

Country

Stand number

Co-exhibitor

(represented with staff and products at the booth)

Company (with legal form)

Street/No.

Phone

ZIP-code, city

Fax

Country

General e-mail

EU-country Yes **if not*** Entry in register of companies (non EU):

***Please provide a certificate of registration as taxpayer!**

Proprietor/president

VAT-ID (EU countries)

Listing in the exhibitor list under letter (A-Z):

Website

Contact person co-exhibitor:

In order to process the co-exhibitor application, we need a contact person of the co-exhibitor so that he/she can confirm the application for his/her company. The contact person for the exhibition can be defined separately below.

Miss Mister

Last name

First name

Phone

E-mail address (personalized)

Is the contact person also the contact person for the exhibition? Yes No

Contact partner co-exhibitor for the exhibition (optional)

Miss Mister

Last name

First name

Phone

E-mail address (personalized)

Mandatory Marketing Contribution (EUR 725.– + VAT)

Exhibitors will be charged a mandatory marketing contribution amounting to EUR 725.– + VAT.

Digital package for the exhibitor and product directory

- Basic entry digital platform (value EUR 1,045.-)
- Listing in 10 product groups
- Company profile with text and image
- Logo in the exhibitor search

Marketing material

- Discount code for your customers
- Visitor brochures for your customers
- Provision of event logo or banner and email signature

Visitor marketing

- Promotion of the trade fair to attract attendees
- International media presence

Press work

- Press campaigns for the promotion of ZELLCHEMING-Expo in key markets
- Display of your press releases in the press boxes on site

Social Media

- Extensive promotion of the trade fair and the supporting events via social media
- campaigns to attract visitors

Promotion on site

- Company name and stand number in the floor plan and exhibition guide

(Especially in case of short-notice applications, individual services may not be available)

Registration of the co-exhibitor by the main exhibitor

We hereby confirm that the above-mentioned company is a co-exhibitor who will appear at our stand or at the stand of the main exhibitor with its own personnel and its own product range. We confirm that the product range of the named co-exhibitor corresponds to the product groups of ZELLCHEMING-Expo 2023. We acknowledge the General Terms and Conditions of Contract of ZELLCHEMING Service GmbH and that German law is applicable to the contract. The acknowledgement of the General Terms of Contract by the co-exhibitor is limited to the components 1b) c), 10 b) c) d), 11-16, 18-20 as well as the validity of German law. We also confirm that we have read the data protection declaration and consent to it. We further confirm that we have obtained consent from employees of our company regarding the disclosure of their personal data, if and to the extent that we make their data available.

For chargeable services ordered by the co-exhibitor, the following invoice recipient applies:

Main exhibitor Co-exhibitor

Place

Date

Legal binding signature

General Terms and Conditions ZELLCHEMING-Expo 2023

Trade Fair for the pulp, paper,
and fiber industry and its suppliers
Wiesbaden, Germany, June 20–22, 2023

1. Scope of application

- The following terms and conditions shall apply to the leasing of stand spaces by the contracting partner from ZELLCHEMING Service GmbH.
- These terms and conditions shall form an integral component of all our offers and contracts, even in ongoing business relations, and shall also apply to all future transactions with the contracting partner.
- Any terms and conditions of the contracting partner shall not establish any obligations on our part, even if we have not expressly rejected them. Any earlier general terms and conditions or other terms and conditions of our own shall be replaced by these Terms and Conditions, unless expressly agreed otherwise with the contracting partner which must always be made in writing.

2. Conclusion of contract/contractual partners

- The application/assignment must be made by sending in the registration form or otherwise accepted by ZELLCHEMING Service GmbH. The contracting partner shall be bound to the offer three weeks from our receipt thereof.
- If a stand confirmation is issued after an order, the content of the confirmation shall form an integral component of the agreement. If the contracting partner is a merchant, the contracting partner must lodge a written protest with us about any variations between the application/assignment and the confirmation within 14 days.
- Several contractual partners shall be liable to us as joint debtors.

3. Stand rental fees

The prices per square meter specified by ZELLCHEMING Service GmbH shall apply. Each initiated square meter shall be rounded up to the next square meter. The supports and columns are not deducted in the calculation of the square meters.

4. Opening hours

For visitors, opening hours shall normally be daily from 9 a.m. to 6 p.m.; for the contracting partner, normally continuously from 8 a.m. to 6 p.m. These hours are subject to change.

5. Assembly

Sunday, June 18, 2023 07.00 – 22.00 hrs, Monday, June 19, 2023 07.00 – 22.00 hrs.
You will receive further information with the exhibitor documents.

6. Dismantling

Thursday, June 22, 2023 17.00 – 22.00 hrs, Friday, June 23, 2023 07.00 – 22.00 hrs
You will receive further information with the exhibitor documents.

7. Placement

We shall endeavor to provide the contracting partner the space provisionally foreseen in the stand confirmation. To distribute the exhibition space in an optimal fashion, however, we may allocate the contracting partner another space of the same quality, category, and size if this is reasonable for the contractual partner.

8. Stand design

- To assure a sound overall impression, we have determined guidelines for the stand design which shall be binding for the contracting partner; these stand guidelines shall form an integral component of this agreement. The guidelines may be viewed at www.rmcc.de/fuer-veranstalter/ausstellerunterlagen.php
- The construction, design and safety of the stand shall be the responsibility of the contracting partner. They must meet applicable law and our technical guidelines, which likewise may be viewed at www.rmcc.de/fuer-veranstalter/ausstellerunterlagen.php
- Presentations and displays of any type, the setup of exhibitions and the distribution of advertising materials may only be made from the stand and in such fashion that visual, acoustic and other nuisances do not arise for other (particularly neighboring) stands, and that there are no impediments in stand and walkway spaces.
- In the event of any infringement of a), b) or c) above, we shall be entitled to request the contracting partner to discontinue the breach. If the breach is not discontinued immediately, we shall especially be entitled in accordance with Section 17 b). In such event, a contractual penalty shall further be due in the amount of 10 times the rent for the stand.
- The stands must be occupied by personnel during the opening hours pursuant to Section 4 and contain the exhibited objects.
- Hand or direct sales, particularly of exhibited goods or samples, shall be prohibited. »Manual or direct sales« shall mean any remunerative issue of goods or provision of services by the exhibitor on the fair grounds. Goods may only be issued free of charge.

9. Technical services

ZELLCHEMING Service GmbH shall provide the general heating, cooling, and lighting. The contractual partner bears the costs for the stand installation of water supply, electricity supply, telephone connections etc., plus consumption and utilized services.

10. Terms and conditions of payment

- The rent for the stand shall be due in two equal installments. The first installment (request for installment) shall be invoiced to the contracting partner and mailed with the stand confirmation and shall be due immediately. The second installment (final invoice) minus actual payments already made shall be charged at the earliest three months prior to the start of the event and shall likewise be due immediately.
- Invoices regarding other ordered deliveries and performances shall be due immediately as of the invoice date.
- In the event of default, the interest rate stipulated by law shall apply at the rate of 9 percentage points above the base interest rate applicable on the default date (§ 288 (2) of the Civil Code).
- For each reminder to the contracting partner after the occurrence of default, we shall be entitled to demand a lump sum of EUR 3.00. The contracting partner shall retain the right to prove that no damage was incurred or that much less damage than this lump sum was incurred. We reserve the right to assert further claims for damages caused by delayed payment.

11. Reservations

- If there are compelling reasons for which we are not responsible (e.g. labor dispute, issued ordinance or general decree in connection with a pandemic) and force majeure, we are entitled to postpone, shorten, close or cancel the event in whole or in part. The remuneration to be paid by the contractual partner is then to be adjusted accordingly or is not applicable in the event of a complete cancellation.
- If, in accordance with our experience, it becomes evident that the event cannot have the desired success for the exhibitor due to insufficient participation in the exhibition or due to unexpectedly weak visitor interest, we may cancel the event. The corresponding declaration must be received by the contracting partner two months prior to the planned start of the event. In the event of a cancellation in due time, we shall not be obliged to compensate any expenses or damage.
- In the event of a cancellation of the trade fair, we must without undue delay repay the contracting partner any (advance) payment rendered by it.

12. Reclamations

- The contracting partner must lodge a complaint about obvious performance deficiencies or the absence or elimination of warranted features in such due time that we can procure redress.
- Only if remedial action has not been taken within a reasonable period of time, remedial action is not possible or has been refused, in the event of serious defects that make the event impossible the contractual partner can choose to terminate the contract without notice or demand a reasonable reduction of the compensation.

13. Liability limitation/Exclusion of liability

- Any claims for damages against ZELLCHEMING Service GmbH shall be excluded. This shall not apply
 - in the event that a life, body or health injury is culpably (in the sense of the German legal term »schuldhaft«) caused by ZELLCHEMING Service GmbH or one of its employees, collaborators, other vicarious agents or representatives (herein after: ZELLCHEMING Service GmbH-Team);
 - in the case that an intentional (in the sense of the German legal term »vorsätzliche«) or grossly negligent behavior of ZELLCHEMING Service GmbH or of the ZELLCHEMING Service GmbH-Team is the basis for the damage claim.
 - in the event of a violation of a warranty (in the sense of the German legal term »Garantie«) granted by ZELLCHEMING Service GmbH.
 - in the case of mandatory liability, e. g. under the German Product Liability Act (»Produkthaftungsgesetz«) and
 - if ZELLCHEMING Service GmbH or the ZELLCHEMING Service GmbH-Team negligently breaches a material contractual obligation. However, if ZELLCHEMING Service GmbH or the ZELLCHEMING Service GmbH-Team negligently breaches a material contractual obligation the liability of ZELLCHEMING Service GmbH is limited to the amount of damages that is typically foreseeable. A material contractual obligation is a contractual obligation, whose performance is necessary to execute the contract properly and whose performance the other contract party may regularly rely upon.

The aforementioned clauses do not imply any change of the burden of proof to the detriment of the contracting partners.

- If our liability is excluded or limited in accordance with the above provisions, this shall also apply to the personal liability of the employees, collaborators and other vicarious agents and representatives of ZELLCHEMING Service GmbH.
- We have procured an exhibition insurance against common insurable risks, such as fire, breakin, theft, water damage, etc. We recommend that the contracting partner covers risks by applying at its own cost using the form foreseen for this purpose in the technical documents.

14. Subletting/prohibition of assignment

- Without our approval, the contracting partner shall not be entitled to provide the stand allocated to it in whole or in part to a third party for use, particularly to sublet it or accept orders for other companies, unless the third party is a coexhibitor (= a party appearing at the stand of the contracting partner with its own personnel and a range of products). The contracting partner must inform us in writing before the start of the event regarding the person of the third party. The contracting partner shall be liable to us for any breaches by the third party and that the general terms of contract is also valid for and accepted by the third party. Co-exhibitors are only such companies which are reported expressly to ZELLCHEMING Service GmbH as co-exhibitors by the main exhibitor.
- The contracting partner may not assign any claims against us to a third party.

15. Set-off/retention

The contractual partner may only offset our claims against counterclaims that have been acknowledged by us or have been legally established. The contractual partner may not assert rights of retention or rights to refuse performance in accordance with §§ 273, 320 BGB (German Civil Code) unless we are guilty of a gross breach of contract.

16. Lien

To secure our claims, we hereby reserve the right to exercise a lessor's lien and to have the object under lien sold after written notice pursuant to the provisions of law.

17. Early cessation of the agreement

- Early cessation of the agreement (including parts of the scope of services such as the use by co-exhibitors) shall only be possible with our approval. If the lease agreement is ended early (including parts of the scope of services such as the use by co-exhibitors), the contracting partner shall remain obliged to pay us the full stipulated rent for the stand as damage compensation in lieu of performance. The contracting partner retains the right to prove that no damage was incurred or that much less damage than the stipulated rent for the stand was incurred.
- We shall especially have the right to terminate the stand lease agreement without notice if it is no longer reasonable for us to adhere to the agreement due to the conduct of the contracting partner. It shall no longer be reasonable for us, for example, if the contracting partner is in default with a not insignificant portion of its payment obligations towards us or the contracting partner repeatedly breaches its other contractual obligations. In the event of termination without notice, we shall also be entitled to demand compensation from the contracting partner of the damage incurred by us due to the conduct of the contracting partner entitling us to terminate the agreement without notice.

18. Place of performance and jurisdiction

Offenbach shall be the place of performance and jurisdiction, provided the contracting partner is a merchant entered in the commercial register or is a legal person in public law or a special public fund. We shall also be entitled to assert claims before the court competent for the registered office of the contracting partner. Any exclusive place of jurisdiction shall not be excluded hereby.

19. Agreement to film, image and sound recording

The contractual partner agrees and permits that ZELLCHEMING Service GmbH makes or has made film, image and sound recordings as well as drawings of exhibition stands and individual exhibits in order to document these or for their own publications, especially in Internet and for advertising purposes. This permission of use is unlimited in time and especially includes production, publication, copying, exploitation as well as processing/altering and is thus also unrestricted in substance.

20. Miscellaneous provisions

- The following shall form integral components of agreement: the product groups viewable at zelmessaging-expo.com, the building rules and the organizational, technical and other provisions viewable at <https://zelmessaging-expo.com/frankfurt/en/planning-preparation/exhibitor-information.html#guidelines> sent to the contracting partner before the start of the event.
- All covenants reached with us must be made in writing. This shall also apply to the simplification or rescission of this requirement for the written form.
- Should any provisions of our agreement with the contracting partner or other covenants with the contracting partner or these general terms and conditions of contract be or become invalid in whole or in part, the other provisions of the agreement or other covenants or these general terms and conditions of contract shall not be affected thereby.

Status: September 2022