

AchemAsia 2010 – General Terms and Conditions of Participation

1. Event

AchemAsia 2010, 8th International Exhibition-Congress on Chemical Engineering and Biotechnology, 1–4 June 2010, Beijing, PR China

2. Organiser

DECHEMA Gesellschaft für Chemische Technik und Biotechnologie e.V.
Chief Executive: Gerhard Kreysa, Prof. Dr. Dr.-Ing. E.h. Dr.h.c.
Vice President: Kurt Wagemann, Dr. rer.nat.
Exhibition Management: Thomas Scheuring, Dr.-Ing.
Technical Direction: Ulrike Holthaus
In matters relating to the preparation and implementation of AchemAsia, DECHEMA shall be advised by the ACHEMA Committee which is composed of appointed representatives of the industrial sectors involved.

3. Objectives of the Exhibition-Congress

AchemAsia is an international technical and scientific exhibition-congress for the exchange of experience between scientists and engineers as well as between equipment suppliers and users. It thereby promotes the further development of chemical engineering in the widest sense of the term. The exhibition serves the purpose of facilitating individual discussions in front of the exhibit. It does not primarily pursue economic interests of the participants.

4. Participants

All companies offering services or products which can be related to the exhibition profile as listed in the 'Announcement'.

5. Application, Approval, Allocation

On returning the completed and signed form 'Application for Stand Space' the exhibitor is legally committed to participation in AchemAsia 2010. Any reservations and conditions added to this application are not legally binding. DECHEMA reserves the right to approve exhibitors. A prerequisite for approval is that the exhibits conform with the profile of the exhibition as specified in the 'Announcement'. The exhibitor has no legal claim to admission to AchemAsia 2010. The rental contract is legally binding when the stand rent is invoiced. When allocating the stands DECHEMA will endeavour to take account of any wishes expressed by the exhibitor. Stands will be allocated on the basis of the technical requirements of the exhibition. The exhibitor has no claim to a certain position or size of the stand. DECHEMA is entitled to allocate a different stand to the exhibitor even after a stand has been allocated. If the stand is fundamentally different to the wishes expressed by the exhibitor, the stand allocation will be binding if DECHEMA receives no written objection from the exhibitor within two weeks of the date of allocation. Changes of allocated stands or changes to the stands themselves do not represent a basis for the right of cancellation or claims for compensation against DECHEMA.

6. Rental Charges, Conditions of Payment

The rental tariff for AchemAsia offers exhibition booths for various budgets and reflects the booth type and its location. The following options are available:

Stands with more than two open sides or prime location (independent from booth type):	€ 496.–/m ²
Stands with two open sides:	20 % discount
Central aisle stands:	40 % discount
Aisle stands along the outer hallways:	50 % discount
Start-up bonus (for young enterprises):	10 % additional discount
Raw space (no stand construction, min 36 m ²):	€ 17.–/m ² reduction

The minimum stand size is 12 m², and 9 m² for aisle stands along the outer hallways.

The rental payment shall be due on December 15, 2009. All amounts are to be paid into one of the accounts listed on the invoice. In case of foreign currency payments, any exchange rate differences or costs which arise shall be borne by the exhibitor. If the exhibitor defaults payment, DECHEMA is entitled, as lump sum compensation for delayed payment, to invoice the arrears to the level of 2 % above the respective reference rate of the European Central Bank. If the exhibitor is more than 30 days in arrears, DECHEMA is entitled to dispose of the stand without need of further notice. In this case claims for compensation on the part of the exhibitor are ruled out.

DECHEMA reserves the right to assert its own claims for compensation. Exhibits and other items on the stand shall serve as security for all claims arising from the rental agreement that DECHEMA asserts against the exhibitor or co-exhibitor. DECHEMA shall be liable only for gross negligence and intent for any damage to such items. Any costs incurred for safe keeping shall be borne by the exhibitor or co-exhibitor.

7. Services rendered by DECHEMA

The rental fee comprises the following:

- 1) Stand space
 - 2 a) Partition walls, made from a standard stand system (colour white, height 2.50 m)
 - 2 b) Carpet (colour grey)
 - 2 c) Fascia with company name and booth number
 - 2 d) 1 socket (220 V), max 500 W
 - 2 e) 2 spotlights (100 W) for every 9 m²
 - 2 f) Cleaning
 - 2 g) 2 chairs and 1 table or counter, alternatively
 - 3 a) Basic entry in the catalogue and on the AchemAsia website
 - 3 b) Exhibitor passes, tickets for visitors, AchemAsia posters
 - 3 c) Presentation of products/innovations during technical seminars
- Non-use of the services covered by the rent does not entitle the exhibitor to a reduction of the rent.

8. Co-exhibitors

Exhibitors who intend to sublet their stand are obliged to state the names and addresses of the co-exhibitors on the registration. The written consent of DECHEMA is required for the admission of co-exhibitors. An admission fee of € 1,100.– will be charged for each co-exhibitor. Exhibitor and co-exhibitor are jointly and separately liable for the fee. Co-exhibitors shall, with the exception of items (1) and (2), benefit from the same services as the principal exhibitor.

9. Cancellation of Contract

If an exhibitor withdraws from the contract, DECHEMA is entitled to claim lump-sum compensation from the exhibitor. The amount of compensation shall be determined by the time of cancellation and shall amount to:

- (1) 50 % of the stand rent after dispatch of the stand confirmation and before the outstanding rent is due (December 15, 2009)
- (2) the total stand rent after the rent has become due (December 15, 2009).

This also applies analogously to a reduction in stand area. The decisive criterion is the date of receipt of the withdrawal declaration at DECHEMA.

If DECHEMA cancels the contract because of default in payment on the part of the exhibitor, the aforementioned values and times shall apply for the amount of lump-sum compensation. The decisive criterion is the date on which the exhibitor falls into arrears. The exhibitor shall have the possibility to prove that DECHEMA either has no loss or a loss that is lower than the lump sums. Shall a co-exhibitor cancel his participation the admission fee will be forfeited.

10. Obligation of Acceptance

For the duration of the contract, the exhibitor is obliged to use the stand in accordance with the Conditions of Participation and ensure that the stand remains sufficiently manned during the opening hours of the event.

11. General stand construction

DECHEMA shall be responsible for the overall design of the exhibition grounds and will provide the stand construction as described in item 7 for stands up to 35 m², optionally also for larger stands. The exhibitor may order furniture or additional stand fittings through DECHEMA.

The design and assembly of the stands are subject to the Technical Regulations, valid legislation, safety regulations and official provisions. The requirements and approval procedure are detailed in the Exhibitor Manual which will be provided to the exhibitor and will form part of the present Conditions of Participation. In general, stand design and demonstrations of all kinds shall be carried out in such a manner that they do not interfere with or disturb other exhibitors or visitors. Decorations must be in line with the technical character of the event. The exhibitor is fully responsible and accountable for the safety of exhibits and structures.

Stand structures, lighting and graphic displays are permitted to a total height of 2.50 m. For stands with an area larger than 35 m² the total height of 2.50 m may be exceeded. Above a height of 2.50 m the stand walls facing adjoining stands must be kept neutral, white and clean. All stand structures, lighting and graphic displays exceeding the height of 2.50 m are subject to approval of DECHEMA. The area of cabins may not exceed 50% of the total stand area. The assembly will be on May 31 and June 1, 2010; for exhibitors who applied for raw space from May 30 to June 1, 2010. The dismantling shall begin directly after the end of the exhibition on June 4 (12:30 pm) and must be finished by 3:00 pm, for exhibitors with raw space by 5:00 am on June 5.

Any exhibits which remain on the stands after the expiration of the dismantling deadline may be removed and stored at the exhibitor's expense. At the end of the exhibition the stand must be returned in the same condition in which it was taken over. The exhibitor shall be liable for damages caused by himself or his agents to the halls, stands and stand fittings he obtained on rental basis.

12. Exhibits, Slide, Film and Video Equipment/Screens, Performances and Visitor Information

Particularly large (more than 2.50 m height) and heavy exhibits (max. load bearing capacity on ground floors 3,000 kg/m²) as well as exhibits shown in operation, audio visual installations and performances are subject to the approval of DECHEMA. The noise level must not exceed 70 db (A), measured from the edge of the aisle. All exhibits shall comply with the usual international safety provisions. The handling of inflammable solvents and gases shall be prohibited. Performances are only permitted to give information related to the characteristics and functions of exhibits. Visitor information and visitor surveys by the exhibitor shall only be provided inside the exhibition stand. Only factual visitor information, which explains the functioning of the exhibits and the related processes, is admitted. Retail sales on exhibition stands are prohibited.

If the above conditions are not met, DECHEMA has the right to ban the use of such equipment. The exhibitor has no right to claim for any compensation.

13. Transportation

DECHEMA shall inform the exhibitors in due time on the carrier who will be in charge of transportation, goods handling, and customs clearance on the exhibition grounds.

14. Publications

DECHEMA shall publish an exhibition catalogue in English/Chinese wherein each exhibitor will be listed with address and product range. The basic entry in the catalogue which shall be based on data supplied by the exhibitor is free of charge. Additional entries may be ordered against payment. DECHEMA shall not be liable for errors. The a.m. basic entry will be taken over automatically and free of charge for the AchemAsia website.

15. Liability and Insurance

The exhibitor is liable for all losses, including damage to buildings and exhibition installations, that the exhibitor, its employees, its agents or auxiliary staff inflict on others within the context of AchemAsia. If a claim is made by a third party against DECHEMA as a result of damage caused by the exhibitor, the exhibitor shall indemnify DECHEMA from these claims. This especially applies in the case of a claimed violation of patents or commercial property rights.

It is the responsibility of the exhibitor to provide sufficient insurance protection for himself and his staff.

DECHEMA is liable to the exhibitor only for damages caused by gross negligence or intent on the part of its employees. One particular exclusion from liability is that of damage occurring by fire, water, explosion, storm or other acts of god, or by violent assault, theft, breaking and entry, failure of supply systems and similar causes, provided they are not attributable to gross negligence or intent of DECHEMA, its agencies or employees. This applies to damage caused by the public as well.

When there is reason for liability on the part of DECHEMA, the level of liability to the exhibitors who are engaged in commerce is limited to types of damage ordinarily occurring in the course of exhibitions or congresses. DECHEMA accepts no liability for damage that is either not typical of such contracts or cannot be foreseen.

DECHEMA shall not be liable for any losses incurred because no entry visa are granted to the exhibitor or his employees or because the importations of items to be exhibited in the PR China is prohibited.

16. Patents, Copyrights and Other Property Rights

DECHEMA is not liable to exhibitors for third party violation of patents, copyrights and other commercial property rights in connection with AchemAsia. The exhibitor shall indemnify DECHEMA against all claims asserted by third parties against DECHEMA as a result of alleged violation of patent rights, copyrights or other rights. The exhibitor accepts that DECHEMA has the right to take photographs, make film or video recordings during the event, and that DECHEMA may use these for its own information purposes.

17. Reservations

Statutory rules or provisions of the PR China and of the local exhibition corporation shall prevail over these General Terms and Conditions of Participation. To the extent that the General Terms and Conditions of Participation deviate from the statutory rules and provisions, the exhibitors shall have no right of recourse to DECHEMA.

Should DECHEMA not be able to hold the event as a result of unforeseen circumstances or an insufficient number of participants, the exhibitors will be informed immediately. DECHEMA will then charge for services provided up to this time as well as for special services that have already been ordered, in the amount of the costs incurred. DECHEMA's claim to the agreed stand rent shall no longer apply. Should DECHEMA be forced to cancel or curtail the commenced event for reasons of force majeure, the exhibitor shall have no claim to a refund or waiving of the stand rent.

18. Data Protection

The exhibitor expressly declares his consent that DECHEMA is authorized to store and transmit, for the purpose of automatic processing, such personal data on the exhibitor essential for the fulfilment of the rental agreement. Consequently, a separate notification under the provisions of the Bundesdatenschutzgesetz (Federal Data Protection Act) is dispensable.

19. Other Legal Matters and Concluding Provisions

DECHEMA is entitled to give immediate notice of termination of the contract,

if presentation of a judicial decision proves that the exhibitor violates the provisions of patent, free trade or other laws as a result of the nature of his display or exhibits;

if, despite DECHEMA's demand, the exhibitor fails immediately to redress violations of the Conditions of Participation;

if the exhibitor persistently disrupts the procedure of the exhibition or the keeping of peace.

After giving notice of termination, DECHEMA may close the exhibitor's stand and have it dismantled at the exhibitor's cost.

No claim exists on the part of the exhibitor to reimbursement of any payments he has made.

Stipulations differing from or supplementing these Conditions of Participation must be submitted in writing to become effective.

This also applies to the rescinding of the requirement to put them in writing. During the event, including the assembly and dismantling periods, the exhibitor is subject to the domiciliary rights of DECHEMA on the entire site.

Should one or more provisions of these Conditions of Participation be inoperative or unfeasible, the validity of the other provisions will not be affected. In lieu of inoperative or unfeasible provisions or to supplement an incomplete provision, a suitable ruling appropriate to the meaning and purpose of this contract shall apply.

20. Place of jurisdiction

The parties to the present contract are in agreement that Frankfurt am Main shall be the legal place of jurisdiction for all claims asserted by either of them under the present Agreement. The present Agreement shall be governed by German law.

Frankfurt am Main, September 2009

DECHEMA

Gesellschaft für Chemische Technik und Biotechnologie e.V.