

# Conditions for participation

## HORTIFLOREXPO

## IPM SHANGHAI 2019



### 01 Title of event

HORTIFLOREXPO IPM SHANGHAI –  
International Plants Expo Asia

### 02 Fair management / Organization

MESSE ESSEN GmbH  
Messehaus Ost Messeplatz 1, 45131 Essen  
P.O. Box 10 01 65, 45001 Essen, Germany  
Fon +49. (0) 201. 72 44-727  
Fax +49. (0) 201. 72 44-513  
and  
Intex Shanghai  
P.R. China

### 03 Venue

Shanghai New International Expo Center  
Shanghai, P.R. China

### 04 Duration of exhibition

Saturday, April 20, 2019 – Monday, April 22, 2019  
Assembly dates: April 18 - 19, 2019, 9:00 am to 5:00 pm  
Dismantling dates: April 22, 2019, 5:30 pm to 22:00 pm

### 05 Product groups / Categories

See reverse of the registration form

### 06 Space rental / Shell scheme stand

Area A:  
Floor space only: 236 €/sq.m  
Shell scheme: 2,358 €/9 sq.m  
Minimum stand space:  
27 sq.m (floor space only) 9 sq.m (shell scheme).  
Co-exhibitor charge: 250 €  
Standard shell scheme 9 sq.m includes partition walls of 2.5 m height, fascia board with company name, 1 reception counter, 2 chairs, 1 socket, lighting and carpet. The fees for individual stand construction and power should be paid to the venue separately. The prices are listed on the exhibitor's manual.

### 07 Terms of payment

All stand rent invoices issued by the fair management are due without deduction 4 weeks after the date of invoice. Invoices which are issued after January 1, 2015 are payable in full immediately.

### 08 Cancellation and non-participation

Any application for cancellation of the contract must be made in writing. Non-participation by the exhibitor shall generally not release him from his contractual obligations. The exhibitor shall in particular remain obliged to pay the contractually due amounts. The organizer is not under an obligation to accept a substitute exhibitor presented by the exhibitor. In the event of non-participation, the participation fee shall become immediately due if it was not already due in accordance with clause 7.

### 09 Sales regulations

Direct selling is prohibited.

### 10 Application

By submitting the application, the exhibitor accepts and submits to the "Conditions for participation" applicable to the event. This also includes all persons employed by the exhibitor, any co-exhibitors registered by the exhibitor and any other assistants. Unilateral reservations or conditions on the application form or in connection therewith have no legal effect.

### 11 Passport / Visa

The organizer is not responsible to assist the exhibitor in obtaining the passport and the visa. The fact that the exhibitor is not successful in obtaining these documents from the government authorities will not constitute a reason for cancellation of this contract/application so that no refunds of settled payment will be made.

### 12. Freight forwarding

The organizer is not responsible for any loss, damage or delay incurred in freight shipments.

### 13. Cancellation, relocation, rescheduling and change to the duration of the event

The organizer is entitled to cancel the event for an important reason, to change the venue or time of the event, its duration or – if so necessitated by the space available, police orders or other compelling reasons – to move the exhibition space reserved for the exhibitor, to change its dimensions or to reduce and/or limit the exhibition space. A change with regard to venue or time or any other change becomes effective and a part of the contract with its notification to the exhibitor.

Furthermore, the organizer is entitled to cancel the event if it has not received the minimum number of applications and the realisation of the event cannot be reasonably expected for economic considerations.

Should the event be cancelled due to reasons that are not the responsibility of the organizer or due to force majeure, the organizer is entitled to a cost contribution from the exhibitor amounting to 25 % of the participation fee. The exhibitor can also be invoiced for any other services ordered by the exhibitor that normally result in a payment obligation.

Should the organizer be in a position to hold the event at a later date, it shall inform the exhibitor accordingly. The exhibitor is entitled to cancel his admission to the event held at such later date by corresponding notification to the organizer which must be received within a week of receipt of the information from the organizer; in this case, the organizer is entitled to claim a cost contribution from the exhibitor amounting to 25% of the participation fee.

Should the organizer have to shorten a the duration of an event once it is already in progress due to a case of force majeure or due to reasons for which the organizer is not responsible, the exhibitor is not entitled to any partial or full refund or a waiver of payment claims by the organizer.

### 14 Exhibitor claims, written form, location, legal venue

All claims of exhibitors to the organizer must be in writing. The limitation period starts as of the end of the event. Agreements which differ from these conditions or supplementary stipulations thereof, must be made in writing. Only German law and the German text are authoritative. The organizer however reserves the right to assert his claims at the court of the location where the exhibitor is registered.

### 15 Limited period / right of retention

The limitation period for claims against the organizer is one year unless the organizer has caused the claims by gross negligence or wilful intent, or if the claims are subject to a statutory limitation period of more than three years. The exhibitor shall only be entitled to a right of retention against claims that are undisputed or have become legally enforceable. The exhibitor may only set off claims which are undisputed or which have become legally enforceable.

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ESSEN

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