1 Organiser

The user of the general participation terms and conditions and the organiser is Carl Hanser Verlag GmbH & Co. KG, Kolbergerstraße 22, 81679 Munich, Germany, Conventions and Trade Fairs.

2 Offer, trade fair topic, exhibitors, co-exhibitors

2.1 Offer

The organiser offers presentation space/exhibition space to the exhibitor for rent in the course of the trade fair. Beyond this, the organiser also provides additional facilities for the exhibitor, such as the rental of exhibition stand equipment/furnishings, exhibitions spaces for sponsoring, promotional activities etc.

2.2 Trade fair theme

The theme for the trade fair is adequately specified in the special participation terms and conditions for the respective trade fair.

2.3 Exhibitors, approval of companies and exhibits

All domestic and foreign manufacturers, service providers, associations, trade associations, research institutes, hospitals and companies authorised by a manufacturer’s plant to exhibit its products can be approved. All exhibitors have to correspond to the terms and conditions for the respective trade fair and to the terms and conditions for the exhibition space. The organiser reserves the right to exclude an exhibitor from the exhibition space – even without consideration.

2.4 Co-exhibitors and additional represented companies

A co-exhibitor is any company who agrees to co-exhibit with the organiser or the organiser’s general representative for the joint exhibition stand as co-exhibitors. An additional representative company for the joint exhibition stand may be approved by the organiser.

5 Payment terms

The payment dates according to the approval and/or special participation terms and conditions for the respective trade fair must be observed. Late payments amount in a grace period for occupying the exhibition space, for the entry into a catalogue, and for delivery of the exhibitor’s materials is prohibited. All payments due have to be made by the organiser or a third party commissioner by the organiser and related to the event to have been paid with no deductions, free of costs and citing the customer number, by bank transfer in euros to the account stated on the invoice.

6 Withdrawal

6.1 Organiser right of withdrawal

If the exhibitor fails to make the payments due according to the contract, the organiser may withdraw from the contract after a grace period of 10 days from the date the period has elapsed to no avail. Granting a grace period can be omitted in cases according to Section 325 Z1 of the German Civil code (BGB). The organiser may also withdraw from the contract if the exhibitor violates the terms and conditions for the respective trade fair in a substantial manner, if the objects of legal protection and interests of the organiser and adhering to the contract is no longer possible for the organiser. In such a case, the organiser, in addition to withdrawal also has the right to demand all agreed payments from the exhibitor as blanket compensation. However, the organiser also has the right to demand additional compensation. The exhibitor may demand a reduction of the blanket compensation, subject to proving that the organiser incurred lower damages than the asserted claim for blanket compensation.

6.2. Exhibitor right of withdrawal

After approval by the organiser of the joint trade fair and conclusion of the contract, withdrawal or a reduction of exhibition stand space by the exhibitor is generally no longer possible, unless the reason for the withdrawal is due to a fault on the part of the organiser. This applies correspondingly for any additional agreed services. If the exhibitor cancels their participation in the trade fair, the organiser has the right to approach an additional company as a substitute exhibitor. This applies regardless of whether the exhibitor as a right of withdrawal?

An exhibitor who cancels their participation in the trade fair with no right of withdrawal is obliged to make all agreed payments to the organiser if the exhibition space is vacant at the time of the event. This also applies if the organiser has otherwise used another exhibition space approved by the organiser for use by other participants of the joint exhibition stand as co-exhibitors.

6.3. Change of exhibition stand

A change of the exhibition stand is only possible in an exceptional case, if necessarily, due to unavoidable technical difficulties. The exhibitor objects to an advertisement or other published data of a co-exhibitor is inadmissibility of an advertisement or other published data.

7. Liability of the organiser

The organiser has the right to exclude exhibitors who, not-withstanding written correspondence from the organiser, violate the general participation terms and conditions or the special participation terms and conditions applicable for the respective trade fair, from participating in future trade fairs without prejudice to the right to demand additional compensation. The exhibitor may take legal action to demand the surrender of the image material.
10.2 The organiser has the right to have photographs, sketches, films and videos of trade fair events, the exhibition stands and the exhibitors and to use these for promotional purposes or general press releases.

11. Management
Catering services are reserved exclusively for catering service providers engaged by the trade fair company or organiser. Use of the exhibition space for catering purposes by the exhibitor is fundamentally excluded unless permission is granted in exceptional cases.

12. Advertising
Distributing printed matter and using advertising media is only permitted in the exhibitor’s own space. Carrying out promotional activities outside the exhibition stand is prohibited on the grounds. In particular, promotional measures also include the use of persons as advertising vehicles and the distribution or posting of advertising materials of any kind (posters, stickers, brochures etc.). The organiser has the authority to expel persons used as advertising vehicles contrary to the rules from the exhibition site, to confiscate/remove and destroy impermissible advertising media and to demand blanket compensation of EUR 300 plus VAT per case from the exhibitor for whom the promotional measures were carried out. The organiser’s right to demand additional compensation remains unaffected. The exhibitor may request a reduction of the compensation amount, subject to providing proof that the expenditures incurred by the organiser were lower.

13. Combating trademark and product piracy
The organiser is obliged to respect the preferential proprietary rights of third parties. In case the exhibitor is duly informed that they are violating the preferential proprietary rights of third parties by exhibiting or offering products or services, through a promotional presentation or in other ways, the exhibitor obliges themselves in advance to remove the items in question from the exhibition stand.

14. Hall supervision, cleaning, garbage disposal
14.1 The organiser provides general hall supervision on the trade fair and exhibition site exclusively outside the opening hours of the trade fair exhibition. Custody, safekeeping or other services to protect the interests of the exhibitors are not provided. The organiser will carry out general cleaning of the site and the exhibition area. For every stand, the exhibitor is responsible for the cleaning of the stand area. If the exhibitor does not do so, the organiser will perform the cleaning and charge the costs to the exhibitor.

14.2 The organiser looks after general cleaning of the site and hall corridors. Cleaning the exhibition stands/exhibition space is the responsibility of the exhibitor. This needs to be completed during the opening hours before the event ends. The rules to the effect that the exhibitor is responsible for a cleaning firm named by the organiser for exhibition stand cleaning.

14.3 The exhibitor is obliged to utilise the organiser’s waste avoidance and disposal concepts. If the exhibitor leaves waste or items behind after clearing the exhibition space, the organiser will have these materials removed and destroyed at the exhibitor’s expense.

15. Data protection
Personal data disclosed to the organiser by the exhibitor in the course of registration and subsequent contractual performance are stored subject to the provisions of the Federal Data Protection Act (BDSG) and the Telemedia Act (TMG) of the Federal Republic of Germany and used for the purpose of carrying out the contractual business processes with the exhibitor, sending out offers related to the event and providing information before and after the event. The exhibitor has the right to inform the organiser in writing that further information about subsequent events is not wanted.

16. Written form requirement, severability clause, applicable law, place of fulfilment, jurisdiction
16.1 Written form requirement
All contractual agreements between the exhibitor and organiser must be in written form in order to be effective. This also applies to a waiver of this written form requirement.

16.2 Severability clause
Should any provisions of these general participation terms and conditions or other contract provisions between the exhibitor and organiser violate mandatory law or otherwise be or become invalid or ineffective, in whole or in part, the validity of the remaining provisions shall not be affected. An invalid or ineffective provision shall be replaced by an effective provision that comes as close as possible to the economic intent of the parties when the contract was concluded.

16.3 Applicable law

16.4 Place of fulfilment and jurisdiction
For both parties, the place of fulfilment and jurisdiction for all disputes arising from these general participation terms and conditions, as well as conditions applicable for the respective trade fair and other contractual terms and provisions between the parties or related to their legal relationship is Munich.

Last update: March 2020
Special participation terms and conditions for KUTENO – Kunststofftechnik Nord, 01 – 03.09.2020
1 Event
KUTENO – Kunststofftechnik Nord
The compact supplier trade fair for the plastic processing industry in northern Germany.
A2 Forum Rheida-Wüerdenbrück, 01 – 03.09.2020
2 Organiser
The organiser of KUTENO – Kunststofftechnik Nord is Carl Hansen Verlag GmbH & Co. KG, Kolbergerstraße 22, 81679 Munich, Germany, Conventions and Trade Fairs, Phone: +49 89 99380-0, Fax: +49 89 99380-157, E-mail: kuten@hanser.de, internet: www.kuteno.de.
3 Trade fair theme
The KUTENO – Kunststofftechnik Nord trade fair is a B2B industry platform for the plastic processing industry (see trade fair brochures). The exhibitors are suppliers for the plastic processing industry, including machines, machines, tools, equipment, auxiliary materials, services.
4 Setup and take-down
All delivery and setup vehicles have to be removed from the grounds by the end of the setup time. Driving in the hall is prohibited. Vehicles still on the grounds after the aforementioned time will be removed by the organiser at the risk and expense of the respective exhibitor. The current setup and take-down times will be published in a timely manner on www.kuteno.de. Trade fair hours are as follows: 09:00 am to 5:00 pm, 02.09.2020 from 9:00 am to 4:00 pm.
5 Deadline for registration
Registration closing date for the exhibition: 31.07.2020. Only written registrations will be considered. A surcharge applies if exhibition stand construction, furniture and supply lines are not booked in a timely manner. Timely and complete delivery cannot be guaranteed in case of late registration.
6 Co-exhibitors and additional represented companies
See no. 1.4 of the general participation terms and conditions regarding the approval of co-exhibitors. A fee of EUR 460 (plus VAT) applies for each co-exhibitor and additional representative company. Co-exhibitors that are concealed, as in not registered, but prominently and identifiable are obliged to subsequently pay the blanket co-exhibitor fee within 10 days from the invoice date. A blanket organisation fee of EUR 200 (plus VAT) is charged in addition.
7 Payment terms and conditions
Invoices will be issued from start of June. Booking invoices are payable within 10 days after receiving with no deductions. Full advance payment of the invoice amounts is a prerequisite for occupying the exhibition space and for the entry into the catalogue. For VAT law reasons, invoices can only be issued in the name of the exhibitor as the beneficiary and contractual partner, but not to another invoice recipient named by the exhibitor. The organiser has the right to engage service providers for invoicing. Meeting the agreed payment terms is required. If the invoice amounts are not received in a timely manner from the exhibitor, or agent’s account stated on the invoice, the organiser may charge late payment interest with no prior reminder at the rate of 8 percentage points p.a. above the prime rate according to Section 211b BGB until payment is received.
8 Exhibitor right of withdrawal
A notice of withdrawal must be issued in writing and approved by the organiser. If withdrawal is permitted by the organiser after the closing date for the reservation and the following holding cancellation fees apply, plus VAT: from 27.04.2020 to 31.05.2020: 75% of the booked services; from 01.06.2020: 100% of the booked services (excluding any own furniture and supply services). Withdrawal of the main exhibitor results in simultaneous withdrawal of co-exhibitors.
9 Exhibition stand staffing
The exhibitor approved by the organiser is obliged to take part in the trade fair and commence operation of the exhibition stand in a timely manner. During the prescribed opening hours and for the duration of the trade fair, the exhibition stand has to be properly furnished and staffed by knowledgeable personnel. If an exhibitor fails to occupy their exhibition stand or does not vacate it in a timely manner, the exhibitor – regardless of the paid services – obliges themselves to pay a contract penalty of EUR 1,500 (plus VAT) to the organiser or a third party appointed by the same.
10 Exhibition stand design and furnishings
The minimum exhibition stand size is 9 square metres. Obtaining the required official and other permits under public law as well as complying with registration obligations (with public authorities and the GEMA) and bearing costs associated with this and with meeting official requirements is the exhibitor’s responsibility for the entirety of the entire exhibition stand. The exhibitor is responsible for the transport, operational and fire safety of the entire exhibition stand as well as compliance with all related applicable legal provisions, even insofar as the exhibition stand is furnished and/or operated by co-exhibitors or additional represented companies. The exhibitor is obliged to cease operation of their exhibition stand if the machines, systems, equipment or fixtures of the exhibitor are not operable or if compliance with the operating regulations cannot be assured.
11 Exhibition stand partition walls
Exhibition stand partition walls are provided by the organiser and must not be damaged, otherwise, the organiser is entitled to bill for the damaged walls. In case of participation with own exhibition stand construction, the exhibitor is obliged to set up exhibition stand partition walls using undamaged, white board material with a height of 2.50 m.
12 Technical equipment, connections, consumption costs
Orders for supply services can only be taken into account if they are placed in a timely manner till 24.02.2020 through the online shop under www.kuteno.de. The exhibitor is not permitted to independently modify the electricity supply and/or lighting.
13 Prebooked exhibition stands
The renter is aware that the rental property is generally used multiple times for exhibition purposes and not always good as new. Ceding the rental property to third parties is not permitted. At the time of delivery, the renter is obliged to confirm the property condition, transport safety and completeness of the rental property.
14 Complaints
Complaints regarding exhibition stand rentals or invoices have to be submitted in writing within 14 days after receipt, no later than by the day before the event. A letter of complaint must be submitted promptly to the lessor or one of their assistants. If the exhibition stand is not staffed at the time of delivery, the rental property is deemed to be delivered in proper condition upon placement within the exhibition stand space. The organiser is not obliged to check the identification of personnel present at the exhibition stand.
15 Exhibitor IDs
Each exhibitor is provided with exhibitor IDs at no charge. Exhibitor IDs must be ordered through the online shop at www.kuteno.de. The exhibitor IDs are intended solely for exhibition stand management; from 01.06.2020: 100% of the booked services. A notice of withdrawal must be issued in writing and approved by the organiser. If withdrawal is permitted by the organiser after the closing date for the reservation, the following holding cancellation fees apply, plus VAT: from 27.04.2020 to 31.05.2020: 75% of the booked services; from 01.06.2020: 100% of the booked services (excluding any own furniture and supply services). Withdrawal of the main exhibitor results in simultaneous withdrawal of co-exhibitors.
16 Changes
The organiser reserves the right to implement changes and enforcements to the extent required for technical realisation or safety. Otherwise the technical provision of the A2 Forum apply.

Last update: March 2020