

Terms and Conditions World PM2022 Exhibition

1. Scope of application

a) The following terms and conditions shall apply to the leasing of stand spaces by the contracting partner from the European Powder Metallurgy Association (hereinafter: EPMA).

b) 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.

c) 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

a) The application/assignment has to be made by sending in the registration form or otherwise accepted by EPMA. The contracting partner shall be bound to the offer two weeks from our receipt thereof.

b) With our confirmation of the stand, the agreement with the contracting partner shall become effective.

c) 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.

d) Several contractual partners shall be liable to us as joint debtors.

3. Stand rental fees

All exhibition booths are charged in multiples of 9m2 or 12m2, with the charges specified by EPMA applying.

4. Opening hours

For visitors, opening hours shall normally be daily from 9 a.m. to 5 p.m.; for the contracting partner, normally continuously from 8 a.m. to 6 p.m. These hours are subject to change.

5. Assembly

The assembly shall normally be made from 7 a.m. one day before the start of the exhibition until 10 p.m. on the day before the start of the exhibition at the latest, and only for those constructing their own stands. These hours are subject to change.

6. Dismantling

The dismantling shall normally begin after the end of the exhibition from 4:00 p.m. The stand must be fully dismantled prior to 10:00 p.m. on the day of the end of the exhibition. These hours are subject to change.

7. Placement

We shall endeavour to provide the contracting partner the space provisionally foreseen in the stand confirmation. In order 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

a) To assure a sound overall impression, we have determined guidelines for the stand design which shall be binding for exhibitors; these stand guidelines shall form an integral component of this agreement. The guidelines may be viewed at www.worldpm2022.com.

b) The construction, design and safety of own build stand shall be the responsibility of exhibitors. They must meet applicable law and our technical guidelines, which likewise may be viewed at www.worldpm2022.com.

c) Presentations and displays of any type, the set-up 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 neighbouring) stands, and that there are no impediments in stand and walkway spaces. All contents of exhibitions stands are the responsibility of exhibitors.

d) In the event of any infringement of a), b) or c) above, we shall be entitled to request the exhibitor 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.

e) The stands must be occupied by personnel during the opening hours pursuant to Section 4 and contain the exhibited objects.

f) Manual 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.

g) Keeping any heavy machinery or goods on an exhibition stand must be done with the prior approval of EPMA, Convention Centre de Lyon (hereinafter: CCL) and Securexpo.

9. Technical services

CCL shall provide the general heating, cooling and lighting. The costs for the installation of water, electrical and telephone connections to the stand, the services used and materials consumed shall be billed separately to the exhibitor.

10. Terms and conditions of payment

a) The payments for the stand shall be due according the following payment schedules:

Early Reservation - Booked prior to 31 January 2022

- 20% deposit required within 30 days to retain booking
- 30% fees due before 28 February 2022
- 50% fees due before 31 March 2022

Standard Reservation - Booked prior to 31 March 2022

- 10% increase on total reservation cost
- 50% fees due as immediate deposit
- 50% fees due before 31 July 2022

Late Reservation - Booked 1 April 2022 Onwards

- 20% increase on total reservation cost
- 100% fees due immediately

b) Invoices regarding other ordered deliveries and performances shall be due immediately as of the invoice date. Any delayed payments will incur a 5% surcharge.

11. Reservations

a) We shall be entitled to postpone, shorten, close in whole or in part or cancel the event if compelled to do so due to grounds for which we are not responsible (e.g. labour dispute) or in the event of force majeure.

b) 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.

c) 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, deducting 10% of the total reservation cost.

12. Refunds

a) 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.

b) Only if we have not procured redress within a reasonable period or if redress is not possible or is denied, can the contracting partner, at its choice, terminate the contract without notice or demand an adequate reduction of the compensation.

c) Refunds will be available with the following deductions:

- 20% of total stand cost is non-refundable at any stage
- 50% of total stand cost will be refundable until 31 March 2022
- No refunds will be available from 1 April 2022 onwards

d) In the event that World PM2022 is cancelled by EPMA, 10% of the total stand reservation fee will be retained.

13. Limitation/exclusion of liability

a) Any claims for damages against EPMA shall be excluded. This shall not apply

– in the event that a life, body or health injury is culpably caused by EPMA or one of its employees, collaborators, other vicarious agents or representatives (herein after: EPMA-Team),

– in the case that an intentional or grossly negligent behaviour of EPMA or of the EPMA-Team is the basis for the damage claim.

– in the event of a violation of a warranty granted by EPMA, – in the event that EPMA or the EPMA-Team negligently breaches a material contractual obligation. However in the event that EPMA or the EPMA-Team negligently breaches a material contractual obligation the liability of EPMA 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.

b) 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 EPMA.

c) 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

a) 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 co-exhibitor (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 EPMA as co-exhibitors by the main exhibitor.

b) The contracting partner may not assign any claims against us to a third party.

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

a) 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.

b) 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

Chantilly, France 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 EPMA 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 online 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. Exhibitors, whilst permitted to take still photographs of their stand, are not permitted to record footage of any part of the Congress & Exhibition without the explicit permission of EPMA.

20. Miscellaneous provisions

a) The following shall form integral components of agreement:

The building rules and the organisational and technical provisions for the event will be sent to the contracting partner before the start of the event.

b) 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.

c) 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.

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