

# Terms of Participation

## demopark 2019



**demopark 2019**  
+ Turf Show with Golf and Sports Turf

Airfield Eisenach-Kindel | 23–25 June 2019  
www.demopark.de

### 1 Event name

demopark 2019 + Turf Show with Golf and Sports Turf

### 2 Organiser

Gesellschaft zur Förderung des Maschinenbaues mbH (GzF)

Lyoner Str. 18  
D-60528 Frankfurt am Main, Germany  
Phone: +49(0)69 6603-1892  
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E-Mail: info@demopark.de  
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Managing Directors:  
Holger Breiderhoff  
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Tax no.: 045 234 36106  
VAT identification no.:  
DE114156212  
Registration court:  
Amtsgericht Frankfurt  
HRB 10883

### 3 Conceptual support

VDMA, Agricultural Machinery Association, Lyoner Str. 18,  
60528 Frankfurt am Main, Germany

### 4 Basis of the contract

The contractual relationship between exhibitors and GzF is governed by these terms of participation, the registration documents, the technical guidelines and all further exhibitor documents. The participant accepts this by signing the registration form.

### 5 Exhibition venue and dates

#### 5.1 Exhibition venue

Eisenach-Kindel airfield, Am Flugplatz, 99819 Hörsselberg, Germany

#### 5.2 Exhibition dates

Sunday, 23 June 2019, to Tuesday, 25 June 2019

#### 5.3 Opening hours

Daily from 9 a.m. to 6 p.m.

On the three days of the exhibition, exhibitors can enter the exhibition grounds beginning at 7 a.m.

On 23 and 24 June 2019 exhibitors have to leave the grounds by 7 p.m.

#### 5.4 Set-up dates and times

Tuesday, 18 June 2019	7 a.m. to 10 p.m.
Wednesday, 19 June 2019	7 a.m. to 10 p.m.
Thursday, 20 June 2019	7 a.m. to 10 p.m.
Friday, 21 June 2019	7 a.m. to 10 p.m.
Saturday, 22 June 2019	7 a.m. to 6 p.m.

#### 5.5 Dismantling dates and times

Tuesday, 25 June 2019	6 p.m. to 10 p.m.
Wednesday, 26 June 2019	7 a.m. to 7 p.m.
Thursday, 27 June 2019	7 a.m. to 7 p.m.

### 6 Eligibility for participation

All domestic and foreign manufacturers and service provider companies as well as those companies authorised by manufacturers to exhibit their products can be accepted as exhibitors.

All exhibits and service offerings must correspond to the programme of this exhibition (see item 7). Products that do not comply with the demopark exhibition programme must not be exhibited.

Goods that obviously infringe industrial property rights (particularly trademark rights, design rights, utility models and/or patents) are not permitted. Products that violate the statutory provisions for the protection of industrial property in Germany must be removed immediately, and exhibitors involved will not be permitted to participate at future events.

### 7 Exhibition programme

#### Associations/organisations

#### Biological/chemical products

Fertiliser/plants/seeds

#### Cemetery machinery

#### Cleaning systems

Brooms/brushes/high-pressure cleaners

#### Cranes

#### Combined multi-purpose implements

#### Components/spare parts/accessories

#### Composting

#### Cutting equipment

Pruning shears/hedge trimmers/long-reach pruners

#### Earth drills

#### Excavators

Mini excavators/mobile excavators

#### Front loaders

#### Generators

#### Golf course construction

#### Golf course equipment

#### Golf course maintenance

#### Grounds and path construction

Levelling equipment/sieving plants/stone crushing/compaction equipment/paving machinery

#### Grounds maintenance

Sports grounds maintenance equipment/maintenance equipment for hard grounds/rollers

#### Implement carriers

#### Irrigation and drainage

Overhead irrigation/drainage/water maintenance

#### Large-area mowers

#### Lawn construction

Lawn construction machinery/lawn laying machines/turfgrass sod lawns/turf cutters

#### Lawn cultivation equipment

Aerators/brush cutters/lawn sweepers/lawn vacuums/scarifiers

#### Lawn mowers

Ride-on lawn mowers/robotic lawn mowers

#### Lifting platforms

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## Loaders

Compact loaders/telescopic loaders

## Mowing machinery

Sickle mowers/motor mowers/string trimmers/flail mowers/spindle mowers/meadow mowers

## Mulching machinery

High-capacity mulchers/forestry mulchers

## Multi-purpose implements on single-axis tractors

## Power saws

## Publishers

Technical books/specialist journals

## Recycling systems

## Renewable energies

## Seed drills

## Services

EDP, software, hardware

## Soil cultivation

Tillers/rotary harrows/motor hoes

## Spreading machinery

Fertiliser spreaders

## Sweepers

## Tractors

ATV All Terrain Vehicles/municipal tractors/compact tractors/lawn tractors

## Transportation

Trailers/dumpers/forklifts

## Tree care and wood treatment technology

Forestry machinery/large tree transplanting/choppers/wood splitters/circular saws

## Vacuum and blower machines

Blowers/leaf vacuums/wet and dry vacuums

## Waste systems

## Weed removal machinery

## Wheels, tyres and accessories

## Winter maintenance equipment

Snow clearing equipment/winter maintenance spreading equipment/gritting and auxiliary materials

## Workshop machinery

## Workwear

## 8 Stand rent

### 8.1 Open-air exhibition grounds

Stand rent for open-air exhibition space is €26.00 per square metre, regardless of the nature of the ground. A minimum exhibition area of 100 square metres (minimum stand length and width: 10 m) must be rented. Exceptions can be made only for well-founded reasons. In such cases, a surcharge amounting to 50 percent of the stand rent is payable.

The stand area may be on concrete or grass. GzF will take requests into consideration as far as possible.

Exhibitors can rent a demonstration area at a price of €5.00 per square metre to demonstrate their machinery. The demonstration area is located behind the respective exhibition area and may be at most three times the size of the exhibition area.

The stand location shall be determined by GzF. Statutory value-added tax is to be added to all prices.

### 8.2 Tent exhibition halls

In the tent exhibition halls, stand rents per square metre are as follows:

Row stand (one side open)	€113.00
Corner stand (two sides open)	€124.00
Peninsula stand (three sides open)	€135.00
Block stand (four sides open)	€146.00

Prices for stand rents do not include any superstructures. Exhibitors are required to equip their stand areas with walls, carpeting and panels. The minimum stand size is 9 square metres. Statutory value-added tax is to be added to all prices.

### 8.3 Co-exhibitors

Exhibitors may not put part or all of the assigned stand area at the disposal of other companies or individuals without the permission of GzF.

Co-exhibitors are companies besides the main exhibitor that make use of the stand for promotional purposes. This also applies to companies which have close legal, organisational or economic ties with the main exhibitor or which are represented by the main exhibitor.

Application for the admission of co-exhibitors must be made in writing and will be decided upon by GzF. Applications must be made using the registration form for co-exhibitors. The registration fee for each co-exhibitor is €825.00 plus statutory value-added tax.

## 9 Registration and late registration

### 9.1 Registration

To book stand space, the registration form must be filled out, with a legally binding signature, and submitted in due time. The registration deadline is 31 October 2018. Registrations received at a later date will be considered only if there is still exhibition space available (see also item 9.2).

A separate registration form must be submitted for each stand. By signing the form, the exhibitor recognises the terms of participation as binding.

GzF shall confirm receipt of the registration in writing. Registration and the confirmation of receipt of registration do not provide a claim to acceptance or to a particular size or location of stand space.

GzF, with the aid of service providers (lettershops, printers, ticket shops, etc.), shall process the personal data of exhibitors for the purpose of contract fulfilment, in accordance with the basis of the contract specified in item 4 of the Terms of Participation. Apart from this, no transfer of your personal data to third parties shall take place.

Following application submission, the data transmitted by the exhibitor (company name, postal address, contact person, telephone/fax number and email addresses) shall be stored, processed and utilised.

In particular, GzF uses the personal data:

- for handling ordering and business transactions with the exhibitor
- for sending offers related to the event
- for event-specific information preceding and following the event
- for making contact, and for inquiries and further questions
- for sending information and advertising material by post
- for transferring selected data to individual service providers, for fulfilment of the contract
- for preparing personalised tickets
- for evaluations for statistical purposes.

The personal data shall be used only to the extent required.

This shall take place with strict observance of the applicable data protection laws. With respect to GzF, exhibitors shall have the right to disclosure, correction, deletion and restriction of the processing of their personal data, as well as the right to data portability.

GzF shall store and utilise personal data only for as long as necessary for the purposes for which the data were obtained, or in order to satisfy legal requirements concerning reporting or document retention.

Exhibitors can object at any time to the use of their data for the purposes indicated above ([info@demopark.de](mailto:info@demopark.de)).

### 9.2 Late registration

GzF shall charge a surcharge of 10 percent of the stand rent for registrations made later than the closing date (31 October 2018).

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## 10 Acceptance

GzF shall decide on the acceptance of registrations taking into account the terms of participation, the space available and the overall scope and conception of the event.

If GzF receives more applications by the registration deadline than can be accommodated with the space available, application acceptance shall be decided at the sole and reasonable discretion of GzF.

Companies which, without justification, have failed to meet their financial obligations towards GzF with regard to previous events can be excluded from acceptance.

The rental contract shall come into effect upon the written confirmation of acceptance by GzF.

GzF shall be entitled to withdraw the acceptance if it was given on the basis of false conditions or information or if the acceptance conditions no longer apply at a later stage.

## 11 Confirmation of stand space/changes

The allocation of stand space does not depend solely on the chronological order of receipt of registrations.

No claim shall exist for the allocation of a particular stand space. Special placing requests are considered as far as possible, but are not contractually binding.

With the stand space confirmation, the exhibitor receives a plan showing the location, dimensions and stand number of the stand. If the contents of the stand space confirmation differ from those of the registration, the stand space confirmation shall be decisive for the contract, unless **an objection in writing is made by the exhibitor within two weeks of receipt. Objections made later cannot be taken into consideration.**

Assigned stand space may not be exchanged with that of other exhibitors without the consent of GzF.

GzF reserves the right to assign a stand to an exhibitor in a location different from the one shown in the stand confirmation, to alter the size of the exhibitor's exhibition space, to move or close entrances and exits to and from the exhibition grounds and the tent halls, and to make other structural alterations, insofar as it has a significant interest in such measures due to particular circumstances, or is obliged to take such measures due to safety regulations or requirements by public authorities. In such cases, exhibitors suffering significant adverse effects due to these measures are entitled to demand an appropriate reduction in the stand space rent. If the changed conditions are demonstrably unreasonable for the exhibitor, despite the reduction in rent, the exhibitor shall be entitled to withdraw from the contract. Neither party shall have the right to claim for damages.

## 12 Terms of payment

Rents for stand space are payable in two partial payments upon invoicing. A deposit amounting to 50 percent of the anticipated participation fee is due upon acceptance. With the second partial invoice, the remaining portion of the stand rent is payable by 15 April 2019. Services ordered shall be invoiced separately.

All invoiced amounts must be transferred in euros to one of the accounts specified in the invoice, without any deductions or bank charges.

If payment is not received within the specified period, GzF shall be entitled to exclude the exhibitor and/or co-exhibitor from use of the stand area until the invoice has been settled in full and to claim compensation for losses incurred.

GzF shall also be entitled to issue electronic invoices to exhibitors rather than paper invoices. Electronic invoices are sent to exhibitors in PDF format via email. Exhibitors who do not wish to receive electronic invoices can object to this in writing.

## 13 Withdrawal

### 13.1 Withdrawal by the exhibitor

Withdrawal from registration is possible up to the registration (31 October 2018) deadline.

After this deadline, withdrawal is possible only with the consent of GzF and with the payment of an amount equal to 25 percent of the anticipated stand rent as a lump sum compensation. The exhibitor shall be entitled to demonstrate that less or no damage is applicable.

Following acceptance, the exhibitor may no longer withdraw or reduce the size of the stand area. An exhibitor that does not use the assigned stand area must pay the entire stand rent, unless it is possible to re-let the stand area. The same applies if the stand area has not been occupied by 6 p.m. on Saturday, 22 June 2019. If the stand area is re-let, compensation for expenses amounting to 50 percent of the stand rent is payable. The exhibitor shall be entitled to demonstrate that less or no damage is applicable.

Applications for withdrawal must be submitted in writing.

### 13.2 Withdrawal by GzF

GzF shall be entitled to withdraw from the contract if insolvency proceedings regarding the exhibitor's assets are initiated. The exhibitor shall be obliged to inform GzF immediately in such case. In this case, GzF shall be entitled to compensation, the amount of which is to be calculated in accordance with the applicable regulations regarding withdrawal by the exhibitor.

## 14 Exhibitor directories

A basic entry in the official exhibition media (online exhibitor directory, catalogue and information for visitors) is obligatory and is subject to a fee (€215.00). The catalogue entry is made in accordance with the information available in the stand registration. A second basic entry in the catalogue is possible, at a charge of €110.00. Inclusion of the company logo in the catalogue or the online exhibitor list costs €99.00. Statutory value-added tax is to be added to all prices.

## 15 Exhibitor badges

Exhibitor badges are available for all exhibitors. The number of badges provided free of charge depends on the size of the exhibitor's exhibition area.

Ausstellungsfläche	Anzahl kostenfreier Ausstellerausweise
unter 100 m <sup>2</sup>	2
100 m <sup>2</sup>	3
bis 200 m <sup>2</sup>	4
bis 300 m <sup>2</sup>	5
bis 400 m <sup>2</sup>	6
bis 600 m <sup>2</sup>	8
über 600 m <sup>2</sup>	10

Co-exhibitors receive two exhibitor badges free of charge.

Additional badges can be ordered at a price of €18.00 plus statutory value-added tax, by using the relevant form in the exhibitor service folder.

The company name and name of the authorised person are to be written on the badges, which are not transferable.

## 16 Exhibits and stand personnel

Only registered, accepted exhibits may be exhibited.

GzF is entitled to demand the removal of products that do not correspond to the registration or which, due to odour, noise or other emissions, considerably disturb the operation of the exhibition. No claims against GzF shall arise from the removal of products.

Exhibitors shall be obliged to keep their stands staffed with personnel during the opening hours and must not vacate their stands before the official closing time.

## 17 Set-up and dismantling

### 17.1 Set-up

The stand areas are available for set-up beginning on Tuesday, 18 June 2019, at 7 a.m.

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The stands must be completely prepared and equipped with the registered exhibits by the end of the set-up period, at 6 p.m. on Saturday, 22 June 2019.

## 17.2 Dismantling

Dismantling of the exhibition stands may begin only after the exhibition has closed, on 25 June 2019 at 6 p.m. In the case of non-compliance, a contractual penalty of €500.00 will be imposed.

Dismantling of exhibition stands must be completed by 7 p.m. on 27 June 2019. Exhibits remaining on the premises after this deadline will be removed by GzF at the exhibitor's expense.

## 18 Technical guidelines and exhibitor services

With the stand area confirmation, the exhibitor receives the technical guidelines for set-up and dismantling and a service folder for ordering necessary technical and organisational services. GzF is only a facilitator for these services.

## 19 Construction height and stand boundaries

The construction height specified in the registration form is obligatory and binding.

In the runway area, during set-up and dismantling, exhibition stands (including flagpoles and exhibits) must not exceed the construction height specified for each section. The exact construction height permitted in the area where the stand is located is to be obtained from GzF.

In the tent halls, the maximum construction height permitted is 2.5 m.

The assigned stand boundaries must be observed. Stand materials and exhibits must not be placed in the aisles. GzF reserves the right to have objects removed that exceed the authorised stand boundaries.

The reverse side of stand partitions, advertising media and other design elements that are immediately adjacent to neighbouring stands must be neutral and visually flawless, and must not display any text or graphics.

## 20 Demonstration areas and machinery demonstrations

The demonstration areas may not be used as exhibition areas, i.e. no stand structures or apparatus (including tents, stages, lorries etc.) may be set up there. Only aids that are required for demonstration purposes are permitted. The parking of demonstration machinery is permitted. In the event of non-conforming use of the space, demonstration areas shall be assessed as exhibition areas and invoiced accordingly.

Machinery may be operated only by the exhibitor's demonstration personnel, in compliance with all safety regulations.

## 21 Ground surface, ground preparation and excavation work

Ground preparation and excavation work can be carried out only in the designated area and only after this has been coordinated with and permission has been granted by GzF. For this use, a lump sum of €110.00 plus statutory value-added tax is charged.

Damage or changes to the ground surface caused by ground preparation or the application of materials (such as bark mulch, etc.) must be completely eliminated by exhibitors at their own expense after the exhibition. In the case of lacking or faulty ground restoration, the organiser shall be entitled to hire a contractor to carry out the work at the exhibitor's expense.

## 22 Surveillance

GzF will arrange for the general surveillance of demopark, but does not accept liability for loss or damage. These surveillance services begin at 7 a.m. on Tuesday, 18 June 2019, and end at 7 p.m. on Thursday, 27 June 2019. Outside of these times, exhibitors have an increased duty to care for the safety of their own goods. GzF cannot guarantee the comprehensive surveillance of the exhibition premises at all times.

Exhibitors are responsible for the surveillance of their own exhibition stands and exhibits during set-up and dismantling, during the time of the exhibition and outside of the exhibition opening hours. Additional stand surveillance can be booked via a form in the exhibitor service folder.

## 23 Permits/rights/trade protection

Exhibitors are responsible for complying with the applicable legal stipulations, and for ensuring that they are in possession of the necessary permits, rights and certificates required for their activities, offers, products and employees at the exhibition stand.

## 24 Reservations

GzF shall be entitled to postpone, shorten, prolong, cancel or close the event in whole or in part for good cause (e.g. force majeure). In such cases, exhibitors shall have no claim to damages.

In the case of complete or partial postponement or shortening of the event, the contract shall be deemed to be concluded for the altered duration. In the case of cancellation, fees will be set off against cost incurred and will be refunded after the deduction of expenditures.

## 25 Liability

GzF shall not assume liability for damage, theft or other loss of exhibits and stand equipment or for consequential damage unless in the case of intent or gross negligence.

## 26 Insurance

The insurance of exhibits for all risks involved in transport and during the event, particularly against damage, theft, and the like, is solely the responsibility of the exhibitor. Exhibitors are therefore strongly advised to take out adequate trade fair and/or exhibition insurance.

An existing company and product liability insurance policy, with a minimum insured amount of €5 million for personal injury and property damage, is a prerequisite for participation in demopark.

## 27 Protection against accidents

Exhibitors undertake to install protective devices on the exhibited machinery and equipment, in accordance with the accident prevention regulations of the German employers' liability insurance association (Berufsgenossenschaft). If exhibitors fail to do this, GzF shall be entitled to forbid the operation of machinery and equipment, at its discretion.

## 28 Domiciliary rights

GzF shall exercise domiciliary rights for the duration of the event including set-up and dismantling times. The instructions of on-site employees must be followed.

## 29 Place of jurisdiction

The place of performance and place of jurisdiction for all respective obligations and in particular for enforcement proceedings shall be Frankfurt am Main, Germany. The respective rights and obligations arising from this contractual relationship are subject to the laws of the Federal Republic of Germany.

## 30 Severability clause

If a provision of this contract is or becomes invalid in whole or in part, the validity of the remaining provisions shall remain unaffected. The invalid or unenforceable provisions shall be replaced by provisions that correspond as closely as possible to the intended purpose of the invalid or unenforceable provisions.

The German text is authentic.