

Terms of Participation

demopark 2023



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+ Sonderschau Rasen mit Golf- und Sportrasen
Turf Show with Golf and Sports Turf

Flugplatz Eisenach-Kindel | 18.–20. Juni 2023
www.demopark.de

1. Event name

demopark 2023 + Turf Show with Golf and Sports Turf

2. Organiser

VDMA Services GmbH

Lyoner Str. 18
D-60528 Frankfurt am Main, Germany
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E-Mail: info@demopark.de
Internet: www.demopark.de/en

Chairman of the supervisory board:
Henrik Schunk
Managing Directors:
Holger Breiderhoff
Sven Laux
Dr. Ralph Wiechers

Tax no.: 045 234 36106
VAT identification no.:
DE114156212
Registration court:
Amtsgericht Frankfurt
HRB 10883

3. Conceptual support

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

4. Basis of the contract

The contractual relationship between exhibitor and VDMA Services GmbH is governed by these terms of participation, the registration documents, the technical guidelines, as well as all further regulations (resp. exhibitor newsletter) received by exhibitor prior to the start of the event. By signing the application form or sending the online form, the applicant accepts them.

5. Exhibition venue and dates

5.1 Exhibition venue

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

5.2 Exhibition dates

Sunday, 18 June 2023, to Tuesday, 20 June 2023

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 18 and 20 June 2023 exhibitors have to leave the grounds by 7 p.m.

5.4 Set-up dates and times

Tuesday, 13 June 2023	7 a.m. to 10 p.m.
Wednesday, 14 June 2023	7 a.m. to 10 p.m.
Thursday, 15 June 2023	7 a.m. to 10 p.m.
Friday, 16 June 2023	7 a.m. to 10 p.m.
Saturday, 17 June 2023	7 a.m. to 6 p.m.

5.5 Dismantling dates and times

Tuesday, 20 June 2023	6 p.m. to 10 p.m.
Wednesday, 21 June 2023	7 a.m. to 7 p.m.
Thursday, 22 June 2023	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 €29.50 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. VDMA Services GmbH will take requests into consideration as far as possible.

Exhibitors can rent a demonstration area at a price of €5.70 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 VDMA Services GmbH. 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)	€128.00
Corner stand (two sides open)	€139.00
Peninsula stand (three sides open)	€150.00
Block stand (four sides open)	€161.00

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 VDMA Services GmbH.

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 VDMA Services GmbH. Applications must be made using the registration form for co-exhibitors. The registration fee for each co-exhibitor is €870.00 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 legal binding signature, and submitted in due time or by sending the online registration form via demopark website. The registration deadline is 30 October 2020. 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.

VDMA Services GmbH 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.

VDMA Services GmbH, 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, VDMA Services GmbH 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 VDMA Services GmbH, 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.

VDMA Services GmbH 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**).

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9.2 Late registration

VDMA Services GmbH shall charge a surcharge of 10 percent of the stand rent for registrations made later than the closing date (31 October 2022).

10. Acceptance

VDMA Services GmbH 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 VDMA Services GmbH 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 VDMA Services GmbH.

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

The rental contract shall come into effect upon the written confirmation of acceptance by VDMA Services GmbH.

VDMA Services GmbH 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 VDMA Services GmbH.

VDMA Services GmbH 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 2023. Services (e.g. media entries, additional exhibitor passes, admission vouchers, etc.) will be shown and charged 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, VDMA Services GmbH 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.

VDMA Services GmbH 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 2022) deadline.

After this deadline, withdrawal is possible only with the consent of VDMA Services GmbH 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, 17 June 2023. 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 VDMA Services GmbH

VDMA Services 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 VDMA Services GmbH immediately in such case. In this case, VDMA Services GmbH 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 (€235.00). 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 €125.00. **Inclusion of the company logo in the catalogue or the online exhibitor list costs €190.00.** 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.

Exhibition area	Number of free exhibitor badges
less than 100 m ²	2
100 m ²	3
up to 200 m ²	4
up to 300 m ²	5
up to 400 m ²	6
up to 600 m ²	8
more than 600 m ²	10

Co-exhibitors receive two exhibitor badges free of charge.

Additional badges can be ordered at a price of €19.00 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.

VDMA Services GmbH 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 VDMA Services GmbH shall arise from the removal of products.

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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, 13 June 2023, at 7 a.m.

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, 17 June 2023.

17.2 Dismantling

Dismantling of the exhibition stands may begin only after the exhibition has closed, on 20 June 2023 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 22 June 2023. Exhibits remaining on the premises after this deadline will be removed by VDMA Services GmbH at the exhibitor's expense.

18. Exhibitor services

With the stand area confirmation, the exhibitor receives a service folder for ordering necessary technical and organisational services. VDMA Services GmbH 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 VDMA Services GmbH.

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. VDMA Services GmbH 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 VDMA Services GmbH. For this use, a lump sum of €125.00 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

VDMA Services GmbH 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, 13 June 2023, and end at 7 p.m. on Thursday, 20 June 2023. Outside of these times, exhibitors have an increased duty to care for the safety of their own goods. VDMA Services GmbH 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

VDMA Services GmbH shall be entitled to postpone, shorten, prolong, cancel or close the event in whole or in part for good cause (e.g. force majeure) or other reasons beyond its control. Good cause shall also include any ongoing effects of the COVID-19 pandemic for which VDMA Services GmbH is not responsible.

In such cases, exhibitors shall have no claim to damages.

In the event of a complete cancellation before the start of the event, the exhibitor remains obliged to pay a contribution to cover the preliminary costs of the event amounting to 25 percent of the participation fee. In the event of complete or partial relocation or a reduction, the contract shall be deemed to have been concluded for the modified period unless the exhibitor objects in writing within a period of two weeks after notification of the change. In the event of an objection, the exhibitor shall pay a fee amounting to 25 percent of the participation fee. If a started event has to be shortened due to force majeure or other reasons beyond its control, the exhibitor shall not be entitled to full or partial repayment or waiver of the participation fee. VDMA Services GmbH shall also be entitled to refrain from staging the event at its reasonable discretion and with due regard to Exhibitor's legitimate interests, if its economic viability does not appear assured. The mutual performance obligations of the contracting parties shall cease to apply upon cancellation. However, VDMA Services GmbH shall reimburse any payments already made to it by Exhibitor for services not yet rendered at the time of cancellation.

25. Liability

VDMA Services GmbH 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, VDMA Services GmbH shall be entitled to forbid the operation of machinery and equipment, at its discretion.

28. Domiciliary rights

VDMA Services GmbH 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.