

Exhibition ResearchPharm[®]
**Integral part of the 12th World Meeting on Pharmaceuticals,
Biopharmaceutics and Pharmaceutical Technology**

Special conditions for participation

1. Venue, duration, opening hours

Venue:

Austria Center Vienna
IAKW - AG
Internationales Amtssitz- und Konferenzzentrum Wien, AG
Bruno-Kreisky-Platz 1
A-1220 Wien
www.acv.at

Duration:

Monday 23rd March until
Thursday 26th March, 2020

Opening hours:

Monday 23rd March 2020 1 p.m. – 8 p.m.
Tuesday 24th – Thursday 26th March 2020 9 a.m. – 5 p.m. daily

2. Organizer of ResearchPharm[®]

APV GmbH
Kurfuerstenstrasse 59, 55118 Mainz, Germany

APGI
Association de Pharmacie Galénique Industrielle (APGI)
5, rue Jean-Baptiste-Clément, 92296 Châtenay-Malabry, France

**3. Conceptual Partners of World Meeting on Pharmaceuticals,
Biopharmaceutics and Pharmaceutical Technology (PBP)**

APV
Arbeitsgemeinschaft für Pharmazeutische Verfahrenstechnik e. V.
International Association for Pharmaceutical Technology
Kurfuerstenstraße 59, 55118 Mainz, Germany

APGI
Association de Pharmacie Galénique Industrielle (APGI)
5, rue Jean-Baptiste-Clément, 92296 Châtenay-Malabry, France

A.D.R.I.T.E.L.F
Associazione Docenti Ricercatori Italiani di Tecnologie e Legislazione
Farmaceutiche Dipartimento di Scienze Farmaceutiche
Via Colombo, 71, 20133 Milano, Italy

4. Contractual terms

The terms for participation in the exhibition of the PBP 2020 are the special and general conditions for participation in fairs and exhibitions of APV, rules of the house of the Austria Center Vienna the organizational (e.g. exhibitor information), technical (e.g. exhibitors info manual) and other conditions notified to the exhibitor before the exhibition begins. The communication data of exhibitors can be passed to the service partners for this purpose.

5. **Conclusion of contract**

Stand space is ordered by returning the completed "application form".
The rental contract between the exhibitor and the organizer comes into force on confirmation of the stand space by the organizer. Should the contents of the stand space confirmation vary from the contents of the application, the contract will be concluded according to the stand space confirmation.

6. **Exhibitors and approved exhibition goods**

Admissible as exhibitors are: manufacturers, importers, wholesalers, representatives and publishers, domestic and foreign, offering only those products and services that can be assigned to the nomenclature provided. All exhibition goods must be described in detail in the application. Products (copies, counterfeits, etc.) that violate the regulations for the protection of industrial property rights in Germany are not admitted.

7. **Rentals**

Rental in exhibition halls per m² (or part thereof) stand space
EUR 450.00*/m² stand

(corner stand or 1 side open depending on availability)

Minimum stand space is 9 m².

The type of stand allocated depends on planning; an entitlement to a certain type of stand does not exist.

Rental includes:

- Hire of the stand space during assembly, exhibition and dismantling.
- General guarding of the exhibition halls. General lighting of the exhibition halls. General cleaning of the passageways.

8a. **Rental stand**

EUR 90.00* per m² (or part thereof) stand space, in addition to rental charge for stand space in exhibition halls (see item 7).

The rental stand includes:

- carpet tiles grey
- wall panels white, h 2,5m
- 1 pc. lighting rail, with 2 spotlights
- 1 pc. triple socket outlet
- electric main connection up to 700W incl. power consumption
- ground cleaning
- alu fasica - incl. lettering board white
190 x 35 cm, please fill in on page 3
- 1 pc. exhibitor name - lettering max. 20 letters black

8b. **Exhibitor furniture package**

EUR 270.00* per package

The furniture package includes:

- 3 pcs. chair "Tosca",
- 1 pc. table "Business"
- 1 pc. waste paper basket, black
d= 28 cm, h= 34 cm
- 1 pc bar desk white h=980mm
incl. shelf, width = 990mm; depth = 495mm

The organizer is responsible for assembling and dismantling the complete rental stand. All rentals are quoted plus VAT at the statutory rate. The complete rental stand and its fittings must not be pasted over, nailed, painted or damaged in any way. The exhibitor is liable for damage done during the rental period and will be charged with the cost. The basic type of complete rental stand can be fitted out additionally in the same system at extra cost. Corresponding information will be sent to the exhibitor in due time together with the order forms.

9. **Payment conditions**

Exhibitors may be charged an advance payment of 25% of the expected stand rental plus VAT at the statutory rate on confirmation of the application. Payment is due by the date shown on the invoice. The full stand rental less the advance payment will be charged to exhibitors on confirmation of the stand. The advance payment will be reimbursed in case of non-confirmation of the stand. Invoices are payable in full. All payments are to be made in EURO without charges, quoting invoice number. An entitlement to occupy the allocated stand space exists only after payment of invoices in full. The exhibitor is to provide proof of payment.

9a. **Cancellation conditions (also on back of stand invoice)**

The organisation of the event not only requires time, but also cost. We therefore would appreciate your understanding that if you cancel your participation in the exhibition, we have to charge the following fees:

- From signing the application form until 91 days before the event takes place: 25% of the stand fee has to be paid as administrative charges, the rest of the stand fee will be repaid.
- 90 to 1 days before the event takes place or in the case of non-appearance: the entire stand fee.
- In case of re-selling the stand space after your cancellation, we would repay your stand fee minus 25% of stand fee as administrative charge. This only applies if the exhibition is completely sold out by the time of your cancellation.

All cancellations/downsizing requests MUST be made in writing to:

Antonia Herbert, ah@apv-mainz.de.

Please note that no-shows will be charged the full fee.

10. **Insurance**

Exhibitors are obliged to make their own adequate insurance arrangements. The Exhibitor shall, at its sole cost and expense, procure and maintain through the term of each contract, comprehensive general liability insurance against claims for bodily injury or death and property damage occurring in or upon or resulting from the premises leased by APV. Such insurance shall include contractual liability and product liability coverage, with combined single limits of liability of not less than €1,000,000. The Exhibitor shall upon request provide APV with certificate so indicating. Workers Compensation and any other insurance or required licenses shall be in full compliance with all federal and state laws, covering all of Exhibitor's employees engaged in the performance of any work for the Exhibitor. All property of the Exhibitor is understood to remain under its custody and control in transit to and from the confines of the exhibit hall.

11. **Modification**

The organizer reserves the right to cancel, postpone or relocate the exhibition, to shorten or lengthen the exhibition, or for technical, official or other in the opinion of the organizer compelling reasons to assign to the exhibitor another space or to modify and reduce the size of the space. A withdrawal from the contract resulting from these actions will not be accepted.

12. **Assembly and dismantling, passes**

Assembly:

Sunday 22nd March, 2020, 9 a.m. – 6 p.m.

Monday 23rd March, 2020, 8 a.m. – 10 a.m.

Restrictions on the movement of goods vehicles apply on Saturdays between 3 p.m. and midnight and on Sundays and public holidays between midnight and 10 p.m. Vehicles may only use the access ramp to Bruno Kreisky Platz one at a time, and the gross vehicle weight may not exceed 20 tonnes. The Austrian traffic regulations must be observed. It is forbidden to leave engines running.

Exhibition stands for which assembly has not commenced by 10 a.m. on Monday, 23rd March, 2020, will be decorated by the organizer, if they cannot be otherwise disposed of. Cost incurred will be charged to the exhibitor.

Dismantling:

Thursday 26th March 2020, 5 p.m. – 8 p.m.

Access to the halls during assembly and dismantling times is only permitted on display of the exhibitor batches.

13. **Stand design**

The exhibitor is responsible for stand equipment and decoration. The overriding principle for the design of all exhibition stands is transparency. All open sides of the stand must be freely accessible. This means that at least 50% of the respective gangway side must not be obstructed by structures or fittings. The standard height is 2.30 m. The stand partition walls of all types of stands directly adjoining the stands of other exhibitors must not exceed a height of 2.30 m unless permission has been granted. Stands exceeding the height of 2.30 m require the approval of the organizer. If the rental exhibition stand is not used, a fascia (0.30 m high) must be fitted on all open sides of the exhibition stand. The fascia is not required, if the necessary stand appearance is provided in some other way. The exhibition organizer reserves the right to give further instructions concerning the design of stands. Floors, hall walls, pillars, installations, fire-fighting equipment and other permanent hall fixtures must not be pasted over, nailed, painted or damaged in any way. The exhibitor is liable for damage done and will be charged with the cost. Pillars, installations and fire-fighting equipment within the stand are part of the allotted stand space and must be accessible at all times. Floor coverings in the stands are only to be fixed with double-sided adhesive tape (following tapes are to be used: tesafix no. 4964). The exhibitor agrees to comply with these conditions. Non-compliance may result in claims for damages by the organizer or the Neighbouring exhibitors affected.

14. **Exhibitor passes and access to the conferences**

Each exhibitor will be given free passes according to stand size for his exhibition stand and operating personnel. 3 (1exhibitor badge, 2 full conference badges) passes will be issued for a 9 m² stand space, plus 1 pass for each further full 9 m², up to a maximum of 10 free passes. The personalized exhibitor passes are issued for every person on the stand. Each 9 m² stand receives 2 badges for the entry to the conference and to the exhibition.

15. **Exhibitor claims, written form, place of fulfilment, jurisdiction**

All exhibitor claims against the organizer must be made in writing. The statutory period of limitation begins on the last day of the exhibition. Agreements that deviate from these or supplementary terms must be in writing. German law and the German text shall prevail. Place of fulfilment and jurisdiction is Mainz. However, the organizer reserves the right to bring his claims before the court of the place at which the exhibitor has his place of business.

16. **Subleasing and Co-Exhibitors**

The exhibitor must acquire the organizer's approval prior to letting third parties occupy partially or entirely the stand assigned to him. Products or companies not listed in the admission papers may not be advertised on the stand. Requests for admission of a co-exhibitor must be made in writing. They are charged a co-exhibitor fee of EUR 300.00 plus legal tax valid at the time of the event. Upon payment of this fee to the organizer, the co-exhibitor's name and address will be listed on the ResearchPharm® website and in the exhibition catalogue. The lessee of the stand shall always remain debtor of the co-exhibitor fee. The co-exhibitor is subjected to the same conditions as the main exhibitor. If a co-exhibitor is brought in without approval, the organizer has the right to revoke the Admission to exhibit without notice, to have the stand removed at the exhibitor's cost. If two or more exhibitors apply for and are assigned to a mutual stand, each individual exhibitor will be liable to the organizer as a general debtor for joint and several liability. These companies are to list a common representative on the application form. This representative, solely, will obtain all of the information material for the event.

17. **Severability clause**

Should individual provisions of the general terms and conditions of business be ineffective, this shall not affect validity of the remaining regulations. The ineffective provision is to be altered in such way as to ensure the intended purpose is achieved.



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General conditions for participation in fairs and exhibitions

In case of disagreement, the special conditions for participation shall have priority over the general conditions for participation. The invalidity of individual provisions of the general or special conditions for participation shall not affect the legal validity of the remaining conditions. Any resulting gaps shall be filled in a way that preserves the purpose of the conditions for participation.

1. **Application**

Applications to exhibit at a fair or exhibition (event) must be made on the official printed "Application" form, which must be accurately completed and signed in legally effective manner. Such an application constitutes a contractual offer to the organizer. By signing this form, the general and special conditions for participation are recognized as binding by the applicant, who is also responsible and liable for adherence to the said conditions by persons employed by him at the event.

2. **Admission and stand space confirmation**

Admission of exhibitors and listed exhibits is a matter for the sole discretion of the organizer, who will confirm same in a written stand space confirmation. This is mechanically printed and signed and valid without written signature. The contract comes into force on confirmation of admission. Reservations or conditions stipulated in the application are invalid without the written confirmation of the organizer. For materially justifiable reasons, especially should the available space be inadequate, the organizer may exclude individual exhibitors or suppliers from participation and/or restrict the event to specific groups of exhibitors or suppliers if deemed necessary for attaining the aim and purpose of the event. He is also entitled to restrict the listed exhibits and effect alterations to the exhibition space for which application has been made. Admission applies only to the listed exhibits, the exhibitors specified in the confirmation of admission and the space stated therein. Other items than those listed and admitted cannot be exhibited.

3. **Allotment of space**

Allotment of space will be made by the organizer in accordance with the theme and arrangement of the fair or exhibition concerned and subject to the space available. Sitting requests made in the application form will be considered as far as possible. Order of receipt of applications will not be the sole deciding factor for allotment of space. The organizer is entitled, if necessary, to alter the size, shape and position of the allotted space. He will notify exhibitors of the necessity for such alteration immediately and, if possible, offer a comparable space elsewhere in the exhibition. If this entails an alteration in the stand rental, reimbursement or additional payment shall result. Exhibitors are entitled to withdraw their application within one week of receipt of such notification; neither party may claim compensation. Exhibitors must accept that the location of other stands at the beginning of the fair or exhibition may have altered since the time of admission; no claim may be made on account of such alterations. Exchange of the allotted space with that of another exhibitor or transfer to a third party, even only in part, is not allowed without the permission of the organizer.



4. **Joint exhibitors**
If several exhibitors wish to share a stand, they must name a representative in their application form who is authorized to act on their behalf in negotiations with the organizer.
5. **Co-exhibitors**
Admission of one or more co-exhibitors is subject to a special fee. Responsibility for ensuring that co-exhibitors fulfil all their commitments shall rest with the principal exhibitor.
6. **Stand rental, lien**
Stand rentals and terms of payment are shown in the special conditions for participation. Payment of the stand rental must be made in accordance with the dates laid down before the allotted space may be occupied. Complaints about the invoice can only be considered if they are submitted within 14 days of invoicing. The organizer is entitled to exercise his right of lien and sell any distrained property on the open market after written notice of intention. No liability will be accepted for damage to seized items unless deliberate or caused by gross negligence.
7. **Withdrawal of application**
See 9a in “special conditions for participation” and back of stand invoice
8. **Cancellation of part of stand space**
See 9a in “special conditions for participation” and back of stand invoice
9. **Cancellation of admission and stand space confirmation**
The organizer is entitled to revoke confirmation of admission and relet the space elsewhere as follows:
 - The stand is not obviously occupied in good time, i.e. at least 12 hours before the official opening of the event.
 - In case of failure to pay the stand rental at the agreed time, the exhibitor allows a period of grace granted by the organizers to lapse without result. The conditions for stand space confirmation are no longer fulfilled by the registered exhibitor or if the organizer receives knowledge of grounds which would have justified exclusion if they had been disclosed earlier.
 - The exhibitor infracts the organizer’s site regulations.The organizer reserves the right to assert claims for damages in such cases.
10. **Cancellation of rental exhibition stands and other services**
Once admission has been confirmed, the exhibitor must pay the full rental even if he withdraws his application or does not exhibit. The organizer also reserves the right to assert claims for damages. If the exhibitor cancels the order for rental exhibition stands and/or other services up to 4 weeks prior to the start of the respective event, the organizer shall be entitled to charge the exhibitor 25% of the value of the order for cost incurred. In the event of cancellation at less than 4 weeks notice, the exhibitor will be charged 75% of the value of the order. The exhibitor retains the right to prove that the requested compensation for cost incurred is too high.
11. **Exclusion of exhibits**
The organizer is entitled to demand the removal of items which have not been listed in the application form or prove to be dangerous, a cause of annoyance or otherwise unsuitable, or which can be proved to be a violation of industrial property rights. If this demand is not complied with, the said items will be removed by the organizer at the expense of the exhibitor. If a violation of industrial property rights by an exhibitor is proved (e.g. on the grounds of a valid court ruling against the exhibitor), the organizer may exclude the exhibitor from participating in a subsequent event.



12. **Stand assembly, equipment and design**

Stands must conform to the overall layout of the exhibition. The organizer reserves the right to forbid the erection of stands which are unsuitable or inadequate or to alter them at the exhibitor's expense. Stands must be properly equipped and manned by qualified personnel at the specified times for the entire duration of the fair or exhibition. Stand fitting must be completed at the latest by the end of the period allowed for stand assembly and stands cleared of any packing materials. **Removal of exhibits or dismantling of stands before the end of the fair or exhibition is not permitted.** Names and addresses of exhibitors must be clearly displayed on the stands. The approval of the organizer is needed if stand constructions exceed the specified height limits for stands. Consent is also needed for particularly heavy exhibits. Fixing to the hall floor is not permitted. After the official closing of the fair or exhibition, basic items, insofar as these have been provided by the organizer, must be returned undamaged and in their original condition. Damage caused through negligence or not immediately notified at the time of occurrence must be indemnified by the exhibitor. Exhibits which still remain on the stands after the end of the period allowed for dismantling may be removed and stored at the exhibitor's own expense.
13. **Force majeure**

If the organizer is obliged to curtail an event due to an occurrence of force majeure or for another reason for which it is not responsible, the exhibitor shall have no right to full or partial refund or waiver of the participation fee.
14. **Assembly and dismantling passes, exhibitor passes**

Passes for exhibitors and workmen employed during the period of stand construction and dismantling will be issued to the exhibitor. The validity of these is limited solely to the assembly and dismantling periods and does not cover admission during the event. A limited number of free exhibitor passes will be issued to exhibitors and their employees for the period of the fair or exhibition. These passes will be made out in the name of the persons concerned and must be signed. They are not transferable and only valid in conjunction with an identity card. Misuse of the passes will lead to their being withdrawn. The number of passes issued is not increased by the inclusion of co-exhibitors. Additional passes are obtainable against payment.
15. **Advertising**

Advertising of all kinds is allowed only within the stand space rented by the exhibitor for his own firm and only for products and/or services produced or distributed by him, insofar as these have been listed in the application form and admitted. The use of apparatus and equipment to achieve an increased advertising effect by optical and/or acoustic means requires the written consent of the organizer. Advertising outside the stand space rented by the exhibitor is only possible as part of the advertising and sponsoring measures offered by the organizer. Advertising of a political nature is forbidden.
16. **Photographs, drawings, films**

The organizer is entitled to have photographs, drawings and films made of the exhibition, exhibits and exhibition constructions and stands and to use these for publicity or press purposes without exhibitors being able to object for any reason. This also applies to photographs produced directly by the press or television with the consent of the organizer. For photographs, drawings and films of stands against payment, exhibitors must only use service contractors authorized by the organizer and in possession of a relevant permit. Only these service contractors may be commissioned before or after the official daily opening hours. Other service contractors are not admitted during these hours. Exhibitors are not permitted to produce photographs, drawings and films of the stands and exhibits of other exhibitors.



17. **Direct selling**
Direct selling is not allowed unless expressly permitted by the special conditions for participation, in which case objects for sale must be marked clearly with their prices. Exhibitors are responsible for ensuring that they obtain the necessary permits from the relevant trade and health authorities and comply with regulations.
18. **Cleaning**
The organizer is responsible for general cleaning of the grounds and hall passages. Stand cleaning is the responsibility of exhibitors and must be completed daily before the opening of the fair or exhibition. Exhibitors should use the service contractor engaged by the organizer for stand cleaning.
19. **Supervision**
The organizer will arrange general supervision in the exhibition center. This shall not affect the liability provisions of item 20. Exhibitors are strongly recommended to make their own arrangements for the security of their stands and exhibition items and effect appropriate insurance cover. Valuable items which can be easily removed should be locked away at night. Additional stand supervision is available at the exhibitor's own expense by using the service contractor engaged by the organizer.
20. **Liability, insurance, accident prevention**
The organizer is liable to the exhibitor and persons authorized to act on his behalf for demonstrable damage incurred during the event in the exhibition centre up to a limit of EUR 5.000 only if such damage is caused by the negligence of the organizer or his staff. The said limit does not apply in cases of deliberate damage or gross negligence. For damage resulting from failure of equipment, operational failures or other incidents having an adverse effect on the event, the organizer is liable only in case of deliberate intent or gross negligence. The organizer is not liable for damage, theft or other loss of exhibits and stand equipment and consequential damage. The exhibitor is liable to the organizer in accordance with statutory regulations. Exhibitors are strongly recommended to take out exhibitors' liability insurance. The exhibitor is obliged to fit the exhibited machinery and equipment with safety devices complying with the accident prevention rules of the appropriate professional associations. The organizer is entitled to prohibit the exhibition or operation of machinery and/or equipment at his discretion.
21. **Protection of industrial property rights**
Protection of copyright or other patent rights of exhibits is the responsibility of the exhibitor. A six-months period of protection from the beginning of an exhibition by reason of the law relating to the protection of inventions, samples and trade marks of 18 March 1904 (RGBl. page 141) only takes effect if the Federal Minister of Justice has published a relevant announcement in the Bundesgesetzblatt (Federal Law Gazette) for the event concerned (see special conditions for participation, exhibition priority). Should legal action be necessary during the exhibition, please contact the following district court:
Landgericht Mainz
Kammer für Handelssachen
Diether-von-Isenburg-Straße
Postfach 3020, 55020 Mainz, Germany
22. **Site regulations, contraventions**
Exhibitors shall agree to accept the site regulations during the fair or exhibition in all parts of the exhibition centre. The instructions of the organizer's employees, who possess official identity cards, must be complied with. Contraventions of the general and special conditions for participation or instructions within the framework of the site regulations shall entitle the organizer, if such contraventions continue after warning, to immediate closure of the stand at the exhibitor's own risk and expense and without claim to compensation.



23. **Place of fulfilment and jurisdiction**
The place of fulfilment is Mainz, Germany. The same applies to the place of jurisdiction when the exhibitor is a merchant in his own right or a juristic person under public law or does not have a general inland place of jurisdiction.
24. **Severability clause**
Should individual provisions of the general terms and conditions of business be ineffective, this shall not affect validity of the remaining regulations. The ineffective provision is to be altered in such way as to ensure the intended purpose is achieved.