



Application and contract

Application is hereby made to the German Acoustical Society (Deutsche Gesellschaft für Akustik e.V., DEGA) for exhibit space at the ICA 2019 Exposition to be held in Aachen (Germany).

This application, when properly executed by the exhibitor and accepted in writing by the exhibition management, shall be considered a binding agreement between the two parties, henceforth to become subject to the regulations and contract provisions presented herewith.

Please return completed form via:

Email: exhibition@ica2019.org

Deadline: July 1, 2019

NAME OF COMPANY _____

CONTACT NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

EMAIL _____ PHONE _____

BILLING ADDRESS _____

(If different from above) _____

[] invoice via e-mail to _____

COST OF EXHIBIT SPACE (NO BOOTH CONSTRUCTION)

if payment received by 01 May 2019: 2.300,- € incl. 19% VAT

if payment received by 15 July 2019: 2.500,- € incl. 19% VAT

All costs include 19% VAT.

All payments due by 15 July 2019. Otherwise, booth space will be subject to resale.

We would like to book with costs:

Exhibit space (no booth construction included)

- ✓ 6 sqm booth space (3x2 m)
- ✓ One table, two chairs
- ✓ power supply & WiFi
- ✓ Two staff personnel, free drinks & lunch
- ✓ Listing in the Congress program and proceedings

Further services (order of service packages can be delayed until 15 July 2019):

- [] **+ Stand cleaning** (+ 54,26 € incl. 19 % VAT)
Initial stand cleaning at Sunday and stand cleaning at Tuesday night
- [] **+ Standard exhibition booth** (+ 345 € net plus 19 % VAT, separate invoicing by top Messebau GmbH)
Standard exhibition booth (height: 2.5 meter), no floor-covering name board incl. 15 letters,

Please book additional services (furniture, equipment, graphics etc.) via the service order kit at: www.ica2019.org/exhibition-sponsorship/

An individual booth construction is available on request at additional costs.

Exhibit space number(s):

(Please feel free to book 2 spaces)

Alternative choices (mandatory):

2nd _____ 3rd _____

4th _____ 5rd _____

Please note the efficiently updated list of available spaces at www.ica2019.org/exhibition-sponsorship/

PAYMENT INFORMATION

- o We choose to pay by bank transfer (Preferred for European companies), remittance accepted only in EURO.
- o Please charge my credit card (+ 4 % credit card handling):
 - o VISA
 - o MasterCard
 - o American Express

Card number: _____ Expiry date: _____

Card owner: _____ CVC number: _____

By signing below I authorize German Acoustical Society (DEGA) to withdraw the rental for the exhibition space at ICA 2019 conference from the indicated credit card.

By signing the exhibitor agrees to pay the rental and agrees to the contract provisions (see next page) as well as to rules of the house and the provisions for exhibition of Eurogress Aachen (see page 3-7).

Date: _____

Signature: _____

Company stamp:

CONTRACT PROVISIONS FOR ICA 2019 EXPOSITION

1. EXHIBITION MANAGEMENT.

The words "Exhibition Management" or "Management" as used herein shall mean the German Acoustical Society (Deutsche Gesellschaft für Akustik e.V., DEGA), or its officers, committees, agents, or contractors acting for it in the management of the Exhibition.

2. CONTRACT.

The following contract provisions and the Rules and Regulations appearing in the Exhibition brochure become binding upon acceptance of this contract between the applicant, his or her employees and agents, and the Exhibition Management, and any additions and amendments thereto that may be subsequently established or put into effect by the Management.

3. SPACE ASSIGNMENT / ELIGIBLE EXHIBITS.

Space will be assigned to all applicants on a "first come, first served" basis in the order in which the applications are received. However, the Exhibition Management reserves the right to make the final space assignment or change the space assignment after the acceptance of the application if it is in the best interest of the Exhibition.

Management has sole right to determine the eligibility of any company or product for inclusion in the Exhibition.

4. PAYMENT AND CANCELLATIONS.

Payment in full for exhibit space is due by July 15, 2019. The exhibitor benefits by paying the fee until May 01, 2019, in the form of a cost reduction as indicated on the application form. Exhibitors failing to make the required final payment for exhibit space shall forfeit the right to participate as exhibitors. Should the exhibitor be unable to occupy and use the display space contracted for, he or she shall promptly notify the Exhibition Management. Upon notification of cancellation, Management has the right to resell the space vacated. All cancellations must be submitted in writing via email to exhibition@ica2019.org by June 15, 2019 to receive a 90 % refund, by July 15, 2019 to receive a 75 % refund, by August 15, 2019 to receive a 50% refund. No refunds will be made after August 15, 2019.

The date upon which Management receives the written notice of cancellation shall apply as the official date of cancellation.

5. SHIPPING/HANDLING AND RECEIPT OF FREIGHT.

The delivery of exhibition material in advance is possible on request. For further information on shipment and logistics, please contact: exhibition@ica2019.org.

6. EXHIBIT STANDARDS.

Management reserves the rights to restrict, reject, prohibit, or eject any exhibit, in whole or in part, which because of noise, safety hazards, visibility restrictions, or for other prudent reasons becomes objectionable. Questionable exhibits shall be modified at the request of Management. If an exhibit or exhibitor is ejected for violation of these rules and regulations, no return of rental shall be made.

7. USE OF EXHIBIT SPACE.

An exhibitor shall reflect the highest standard of professionalism while maintaining the booth during Exhibition hours. All demonstrations and exhibits must be confined to the contracted space. Loud or annoying demonstrations at the booth space should be avoided. No exhibitor shall assign, sublet, or apportion the whole or any part of the space allotted without the knowledge and written consent of Management. No person, firm or organization not having regularly contracted with Management for the occupancy of space in the Exhibition will be permitted to display or demonstrate its products, processes or services, solicit orders or distribute printed or other materials within the Exhibition.

8. SAFETY.

The exhibitor agrees to accept full responsibility for compliance with national, state and city regulations in the provision and maintenance of adequate safety devices and conditions for the operation of his display, including any machinery and equipment on display.

Each exhibitor agrees to abide by the rules of the house and the technical provisions of Eurogress (available next page). Fire regulations require all display materials used for decoration to be flameproof. All electrical equipment shall be in good operational condition. Each exhibitor agrees to be knowledgeable and responsible regarding ordinances and regulations pertaining to health, fire prevention, and public safety while participating in the Exhibition.

9. MOUNTING / SET-UP / BOOTH CONSTRUCTION

The exhibitor shall set up his exhibit space as indicated in the exhibition brochure. The mounting of booth constructions during the decoration time is not allowed.

10. SECURITY / LIABILITY / INSURANCE.

a. Security guards will be furnished during the closed hours of the Exhibition. The furnishing of the guards will not increase the liability of Management. After Exhibition hours, only those exhibitors properly identified and with the permission of Management may enter the Exhibition area. **b.** Neither Exhibition Management nor the Exhibition facility will assume responsibility for the safety of the property of the exhibitor, his or her officials, agents, or employees, from theft, damage by fire, accidents, or other causes, but will use reasonable care to protect them against such loss. The exhibitor agrees to make no claim against Exhibition Management, the sponsoring organization(s) or the Exhibition facility for loss, theft, or damage to his or her property, and will protect, indemnify, and hold the above-named, harmless for any injury to any persons in the exhibitor's area. **c.** Exhibition Management will not be liable for the fulfillment of this contract as to the delivery of space if non-delivery is due to one of the following causes: the building being destroyed by fire; act of nature; public enemy; strikes; the authority of law; or for any other cause beyond its control. In the event of it's not being able to hold the Exhibition for any of the above-named reasons. Management will refund to each exhibitor the amount he paid for the space, less a proportionate share of all the expenses incurred by Management for the Exhibition. **d.** The exhibitor agrees to maintain such insurance that will fully protect the Exhibition Management from any and all claims of any nature whatsoever, including claims for personal injury, including death, which may arise in connection with the transportation, installation, operation or dismantling, or removal of the exhibitor's display. Damage of inadequately packed property is the exhibitor's own responsibility. **e.** Damage to the facility housing the Exhibition, caused or done by the exhibitor, shall be the responsibility of the exhibitor. **f.** Furthermore, the exhibitor agrees to protect, save and hold harmless both Management and the Exhibition facility, from all loss and/or damage whatsoever, caused to the facility housing the Exhibition, or any part thereof, directly or indirectly. **g.** The exhibitor is advised to determine that his or her regular company insurance includes extra-territorial coverage, and that he has his own theft, public liability, and property damage insurance against any loss or damages that may occur.

11. ADVERTISING MATTER.

Management reserves the right to refuse to permit distribution of souvenirs, advertising matter, or anything else which it may consider objectionable. Distribution elsewhere than from within an exhibitor's booth is not permitted.

12. DATA PROTECTION

All data received from the customer are exclusively raised, processed, used and passed on to assigned partners, as far as this is necessary for the reason and execution of the contract and the further business relation between the customer and Exhibition Management.

13. AGREEMENT TO RULES AND REGULATIONS.

The exhibitor, for himself or herself and for his or her employees, agrees to abide by the foregoing contract provisions, rules and regulations, and by any amendments that may be put into effect by Management.

General and technical terms and conditions for exhibitions and trade fairs

1. Range of application

- a) In order to allow all participants a successful and trouble-free run of the event, the Eurogress Aachen (an enterprise of the municipality of Aachen) – in the following referred to as “Eurogress“ - has issued the following terms and conditions for exhibitions and trade fairs, which are based on the legal and regulatory requirements.
- b) The provisions shall be binding on the Eurogress, the event organizer and exhibitors. The event organizer and the exhibitors shall make sure that also third companies appointed within the scope of the event adhere to these terms and conditions.

2. Refusal to put an exhibition stand into operation

Compliance with the terms and conditions for exhibitions and trade fairs shall be controlled by the Eurogress, the event organizer and third parties appointed. The Eurogress shall be entitled to prohibit operation of an exhibition stand partly or in total, if identified safety deficiencies have not been eliminated until the beginning of the event.

3. Delivery, installation and dismantling work

- a) Details on delivery, installation and dismantling work shall be determined before the start of the event.
- b) All delivery, installation and dismantling work may only be carried out within the scope of applicable legal regulations, in particular work protection law, trade law and venue regulations. The exhibitor shall be responsible for compliance with these regulations. Necessary official permits shall be obtained by the exhibitor.
- c) The exhibitor shall make sure that there is no danger for third parties during delivery, installation and dismantling work – in particular for other exhibitors. If necessary, a coordinator is to be designated for the alignment of different jobs.
- d) In case of infringement of legal regulations, the Eurogress, the event organizer and the

competent authority may order discontinuation of work.

4. Delivery and collection of exhibition goods

- a) The Eurogress has no storage facilities. The delivery of exhibition goods shall therefore exclusively take place at fixed times.
- b) The Eurogress shall be entitled to refuse deliveries arriving too early. After expiry of the dismantling time the Eurogress shall be entitled to carry out dismantling work, removal and warehousing of exhibition good at the exhibitor’s expense or have it carried out by third parties with the exhibitor being liable to pay the costs. In case of written consent by the exhibitor, fee-based disposal can take place instead of warehousing.
- c) In the cases of article 4, lit. b) the Eurogress shall not be liable for slightly negligent violations of duty, as far as these do not concern any essential contractual obligations, damages from injury of life, body or health, guarantees or requirements according to the product liability law. The same shall apply to breaches of duty on the part of authorized agents of the Eurogress.
- d) To secure its claim, the Eurogress reserves the right of exercising landlord’s lien and selling the pledged goods after written notification on the open market. The Eurogress shall only assume liability for damages to pledged goods in cases of intent or gross negligence.

5. Access ways for the fire brigade

The access ways and movement areas for the fire brigade identified by no-stopping signs shall permanently be kept free. Vehicles or objects parked in these areas will be removed at the expense and risk of the causer.

6. Safety devices

General and technical terms and conditions for exhibitions and trade fairs

Fire brigade alarm systems, hydrants, fire extinguishers, smoke flaps, smoke detectors, telephones, supply and exhaust air openings of the heating and ventilation system, their signs as well as the green emergency exit signs shall at any time be freely accessible and visible, they must not be obstructed, covered or otherwise concealed.

7. Escape routes

Escape and rescue routes shall be kept free from obstruction at any time. Rescue routes, exit doors, escape hatches and their markings must not be obstructed, covered or otherwise concealed. Corridors are escape routes and must therefore at no time be obstructed by objects put down in or projecting into the corridor.

8. Stand construction

- a) The exhibition stand shall be set up on the surface marked by the event organizer. Pillars, wall projections, distribution boxes, fire-extinguishing appliances, and other technical equipment are part of the exhibition stand space assigned.
- b) Stand areas with a floor area of more than 100 sq m or unclear layouts shall at least have two exit/escape and rescue routes independent from each other and arranged in opposite position. The walking line on each side of an exhibition area to a hall aisle must not be more than 20 m.
- c) Exhibition stands including their equipment, exhibits and advertising media shall be structurally stable to ensure that there is no threat to life, health, safety and order. The exhibitor shall be responsible for the static safety of the exhibition stand according to DIN 1055, which on request is to be proved. The NRW state building regulations as well as the special construction regulations shall be applicable in their individual current version.
- d) All exhibition stands over 2.50 m height, mobile stands, special structures and constructions are subject to approval. As a

rule, an inspection log book or a certification of tested statics shall be submitted.

- e) Structures, fixtures, equipment, fittings, decorations installed in the hall, which have not been approved, do not comply with these terms and provisions or the special construction regulations, shall not be allowed for set-up in the place of assembly and shall, if necessary, be removed or modified at the expense of the lessee. This shall also apply to substitute performance by the lessor. For an important reason, in particular in case of serious safety deficiencies, the partial or complete closure of an exhibition stand may be ordered.
- f) The use of hardly inflammable material not causing flaming droplets according to DIN 4102 or DIN EN 13501 shall be obligatory for stand construction as well as for decoration material. If requested, proof shall be provided to the fire authority. The use of open flames or light, e.g. spirit, fuel oil or gas, etc. shall be prohibited.

9. Vehicle and exhibits

In general vehicles and other exhibits shall be subject to approval. The existence of an MOT operating license for series and prototype vehicles shall be obligatory. The vehicle shall be secured by pulling the parking break, engaging the first gear and locking the vehicle. For the duration of the vehicle's stay, the key shall be deposited inside or in front of the building with the gatekeeper.

In addition the following regulations shall be applicable:

a) Vehicles with combustion engines

At vehicles with combustion engines the quantity of the tank contents is irrelevant. A fire extinguisher shall be positioned beside the vehicle. Disconnection of the battery is not required.

b) Electric vehicles

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It is only possible to put an electric vehicle inside the Eurogress Aachen, if the high-voltage battery unit has been disconnected from the electrics or if this is done when the vehicle is placed in our facilities. Disconnection shall be carried out by an assigned and correspondingly skilled worker. The low-voltage battery remains connected for functional maintenance of the central locking system and the electric handbrake.

In special cases the right for additional safety measures is reserved.

10. Walls, floors and carpets

- a) Walls, floors, columns and other equipment shall be handled with care and must not be pasted, boarded up or painted. The application of double-sided adhesive tape shall be prohibited.
- b) Anchorages and fixations in the floor shall not be permitted. It shall be prohibited to put wet or leaking objects on parquet floors. Leaking moisture shall immediately be removed. Refrigerators shall be put on watertight bases.
- c) The lessee shall put carpets or other decorative material on the hall floor in such a way that there is no risk for persons to slip, trip or fall down. Carpets and other floor coverings shall be laid in such a way that they do not cause any accidents and they must not protrude over the stand boundaries. Floor coverings laid shall be suitable for the chosen method of laying and shall be of low flammability (DIN 4102 B1, EN 13501-1 at least Cfl-s1). The flammability grade shall be proved by means of a test certificate of an accredited laboratory.
Adhesive markings, carpet fixations and similar may only take place by means of special, residue-free and removable carpet-laying tape. Self-adhesive carpet tiles shall not be permitted. All materials used shall be

removed residue-free. Cleaning and repair work possibly caused by unsuitable material shall be at the expense of the causer.

- d) The hall floors may not be painted.
- e) Steel feet and pipes may not be put or moved directly on the floor.
- f) Machines, devices, etc. shall be put on secure and suitable bases.
- g) The foyer and hall surfaces have a load carrying capacity of 500kg/sq m at equally distributed load. Driving on these surfaces with motor-driven implements shall in principle not be allowed. The only exception shall be the delivery area in the foyer "Europa" to the railing of the gallery (loading gate at the turning bay). The event organizer or the businesses commissioned by him shall obtain information from the event organizer on the permissible floor condition and load capacity, before the transportation of load. Prescribed limitations shall, if necessary by means of load distribution systems, be observed. Damages occurring through non-observance shall be at the expense of the event organizer. For the transport of exhibition goods only transport carriages with rubber wheels shall be permitted.

11. Electrical installations and water connections

Connections to the existing supply network must only be carried out by the Eurogress Aachen or by authorized specialist companies familiar with the venue. The entire electric installation at the exhibition stand shall comply with the latest VDE-requirements 701/702.

12. Conditions for setting up and operation of an exhibitor's own WLAN-network:

In principal the exhibitor shall inform the Eurogress Aachen in advance of his intention to set up his own WLAN-network.

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Exhibitor and customer-own WLAN-networks may only be set up and used for the purpose of networking the own exhibition stand area (provision of WLAN to customers shall not be permitted). For identification of the WLAN-network the exhibitor shall use a SSID (network name), which allows identification of the exhibitor name or at least the stand number. In case of disturbance of other networks and/or the house-own WLAN-network through WLAN operated by an exhibitor, the Eurogress shall be entitled to require adaptation of parameters, subsequent registration of the WLAN and in case of continuing impairment, disconnection of the WLAN-network.

13. Laser systems and fog machines

- a) The operation of certain laser systems shall comply with the German regulations for occupational insurance schemes and the competent authority shall be notified correspondingly. The notification shall enclose a written appointment of a laser protection officer. Furthermore the lessor shall be informed about the intended use.
- b) The use of fog machines shall only be permitted after approval by the Eurogress, in order to avoid false triggering of the fire alarm system. The Eurogress is to be informed, before the fog machine is put into operation.

14. Hot-plate stoves, spots and transformers

For reasons of special protection all heat-generating and heat-emitting electric devices shall be mounted on non-flammable, heat resistant and asbestos-free bases. Depending on the heat generation, a sufficient clearance to inflammable materials is to be ensured. Lighting fixtures must not be mounted onto decorative objects or similar. Electric cookers and other devices that might cause danger during uncontrolled operation shall be switched off at the end of daily opening hours.

15. Music reproductions (GEMA)

According to the legal regulations (copyright law) the permission of the German Society for Musical Performing and Mechanical Reproduction Rights (GEMA) shall be required. Music reproductions not registered may result in a damage claim by the GEMA.

16. Explosive substances / ammunition

Explosive substances are subject to the Explosives Act in the respective current version and might not be used or exhibited on exhibitions and trade fairs.

17. Combustible fluids and gases

Must neither be used nor stored on exhibition stands. The use of any kind shall only be permitted with express consent of the technical management and possibly subject to additional requirements.

18. Spirit and mineral oils

May not be used for cooking, heating or other operational purposes.

19. Abrasive cutting work, hot work and all work with open flame

Welding, cutting, soldering and abrasive cutting work and other work with an open flame or causing flying sparks shall be prohibited. Upon written application and description of the work, the Eurogress can issue a permit in exceptional cases for hot work under special safety requirements.

20. CE-marking of products

Products that do not have a CE-certificate of conformity and do not comply with the requirements according to § 4 article 1 or 2 of the German Equipment and Product Safety Act (GPSG) may only be exhibited, if a well visible sign clearly points out that they do not fulfil these requirements and can only be acquired within the European Union, after the corresponding conformity has been established. Presentations shall require the necessary precautions taken for the safety of persons.

General and technical terms and conditions for exhibitions and trade fairs

21. Waste disposal

Waste disposal shall be under the sole responsibility and expense of the exhibitor. It is prohibited to keep packing materials and waste in the facilities of the Eurogress during the duration of the event. If necessary, disposal costs occurred will be invoiced to the waste producer.

As at: December 2018

22. Empties and packages

The storage of empties and packages, no matter of what kind, shall be prohibited inside and outside the stand. Empties and packages produced shall immediately be disposed of.

23. Catering service

The Eurogress Aachen or the caterer appointed by it shall have the sole catering right.

24. Place of fulfilment and jurisdiction

Place of jurisdiction shall be Aachen. If the defendant is a merchant or legal entity under public law or if the defendant does not have a general place of jurisdiction at home, the place of jurisdiction shall be chosen by the plaintiff, i.e. either Aachen or the general place of jurisdiction of the defendant.

25. Applicable right

The mutual rights and obligations from this contractual relationship shall be subject to the law of the Federal Republic of Germany under exclusion of the UN-Convention on Contracts for the International Sale of Goods.

26. Written form

Deviations from the contents of this contract as well as side-agreements shall only be legally binding, if they are approved in writing by the Eurogress. The requirement of written form can only be waived by means of a written declaration.