



2015
DOAG
Conference + Exhibition

Terms and conditions for exhibitor's



General Information

Period of Conference

17th – 19th November 2015

Location/Address of Venue

NCC Nuremberg Convention Center East
Messezentrum, D-90471 Nürnberg
<http://www.congressing.de>

Organiser

The Event is held by DOAG Deutsche ORACLE-Anwendergruppe e.V. which has authorised its affiliate DOAG Konferenz + Ausstellung GmbH with the organisational realisation of the event.

Organisation, liable for the content

DOAG Deutsche Oracle-Anwendergruppe e.V.

Terms and conditions for exhibitor as basis for contract

This exhibitor's terms and conditions are the basis for the cooperation and contract between the exhibitors, DOAG and DOAG Konferenz + Ausstellung GmbH. Unless otherwise noted, hereafter DOAG stands for both DOAG and DOAG Konferenz + Ausstellung GmbH. The following document is a translation of the German version. The translation is a service. The contract is subject to the German right and the German version of terms and conditions are binding.

Sub-Exhibitor

Exhibitors have the possibility to lease a part of their stand to sub-exhibitors. An additional fee of 2,500 EUR has to be paid by each sub-exhibitor. This fee includes two voucher for two exhibitors' stand passes and one voucher for the acquisition of one conference card with 35 % discount. Furthermore the sub-exhibitor will be listed in the exhibitors' catalogue. The approval of DOAG K+A GmbH for leasing of sub-exhibitor is essential.

Additional exhibition space

Please notice: according to point 5.3. you have to pay any additional exhibition space that goes beyond the space you have bought. In case of violating fire safety regulations a contract penalty has to be paid according to point 5.3.

Placement of the stands

The final decision on the placement of the stands will be made by the DOAG. There exists no legal claim on a certain placement at the exhibition.

Storage of Empties

The delivery has to be effected on own risk. The storage of materials or empties before, during or after the event in the Nuremberg Convention Center East is not possible.

Designing of the booth

The maximum height for the booth will be 250 cm (97.5 inches). Unless there was another height confirmed individually. All costs for setting up the booth have to be paid by the exhibitor. Fixing of material to walls, columns and grounds is not allowed. Columns, pillars and ledges in the exhibition space are component of the space provided for you. Gluing of promotion material to walls, columns or other items of the Conference Center is prohibited. The exhibitor will be held liable for any damages caused as a result of the above mentioned. Fire alarm, hydrants, distributor boxes, switchboard and telephone distributors must be remain available. Using of open fire or lightening, e.g. spirit, fuel oil, gas etc. is strictly prohibited. Plans of stand construction should be submitted by October 2nd, 2015 at the latest to our booth builder S.K.Messebau GmbH, Mrs. Almut Kiechle-Angst for drawing instruction.

Floor Covering

The ground in the 1st, 2nd and 3rd floor in the exhibition there is a grey carpet. Should you need a separate carpet a special anti-sliding fleece should be laid under. Besides the floor should be masked at the edges. Remains and adhesive tapes must completely be removed without residue. Otherwise costs for special cleaning will be charged.

Exclusion of Liability

The organizer cannot be held liable for any property, which will be brought to the Conference Center. Exhibition items will not be separately guarded neither during the assembly and the dismantling period nor during the exhibition. Guards could be separately hired with the enclosed form. Should you have further questions about the exhibition, do not hesitate to contact one of the above.

Terms and Conditions of Participation

The following document is a translation of the German version exhibitor's manual for the event DOAG 2015 Exhibition. The translation is a service. The contract is subject to the German right and the German version of this exhibitor's manual is binding.

These terms and conditions and the exhibitor's manual are the basis for the cooperation and contract between the exhibitors and DOAG Konferenz + Ausstellung GmbH (DOAG K+A).

1. Organiser and contractual partner

The event "DOAG 2015 Conference + Exhibition" (DOAG 2015) is held by DOAG Deutsche ORACLE-Anwendergruppe e.V. which has authorised its affiliate DOAG Konferenz + Ausstellung GmbH (DOAG K+A) with the organisational realisation of the event. DOAG K+A is contractual partner of the exhibitor for booking of all services on the basis of these terms and conditions. Parts of this services will be effected by S.K.Messebau GmbH. For this service a separate contract with separate terms and conditions has to be concluded.

2. Subject of the Contract and Prices

2.1 Subject of the contract between DOAG K+A and exhibitor are the rent of a stand space with the basic configuration, the rent of optional stand equipment and the entry in the index of exhibitors of DOAG 2015 in Nuremberg.

2.2 The fixed term (time for rent) for the exhibition space and equipment is: Assembly: November 16th, 2015, 3.00 pm until 8.00 pm for full packages, 8.00 am until 8.00 pm for others. Opening hours of exhibition: November 17th until 18th, 8.00 am until the ending of the event, November 19th until 5pm. Dismantling: November 19th, 2015, 6.00 pm until 11.00 pm. The fixed term of miscellaneous stand equipment starts with the hand-over of the assembled stand.

2.3 Included services and prices are specified in the exhibitor's manual page 3. Other services and miscellaneous stand equipment according the services on page 17/18 have to be ordered upon request for an extra charge.

2.4 Exhibitors may lease parts of its subjects of the contract with previous agreement of DOAG K+A and payment of an additional fee to sub-exhibitors. The valid obligation of 2.5, 2.6, 2.7, 3, 5, 6.4, 6.5, 7, 8, 9 has to be imposed on the sub-exhibitor.

2.5 Should the service depend on the assistance of the exhibitor which will not be fulfilled in a due time, no action shall lie against the DOAG K+A if there is no other fixed date and time agreed on.

2.6 For all parties the rules of the house and the terms and conditions of Nürnberg Messe GmbH are valid, which is available on www.doag.org.

2.7 Commercial activities of the exhibitor or sub-exhibitor are only permitted for own products. Exhibitors or sub-exhibitors shall not breach industrial property and similar rights of DOAG K+A, DOAG Deutsche ORACLE-Anwendergruppe e.V., especially the brand DOAG, and third parties through its commercial activities at DOAG 2015.

3. Accreditation and Conclusion of the contract

3.1 The exhibitor's manual should be seen as a call for an offer to participate as exhibitor at DOAG 2015. By providing the expression of interest (letter of interest) the exhibitor shall submit an offer to DOAG K+A. Sub-exhibitors shall be mentioned in the letter of interest (Loi).

3.2 DOAG K+A shall accept the offer of the exhibitor one month on receipt of the letter of interest at the latest.

3.3 There is no claim on conclusion of a contract or a certain positioning of the stand space. The DOAG K+A reserves the right to refuse the offer of an exhibitor if objective justified reasons will come up, especially if there is not sufficient exhibition space available. Furthermore the DOAG K+A has the right to restrict the event to certain groups of exhibitors or groups of presenters if it should be necessary to achieve the purpose of the event. Before conclusion of the contract DOAG K+A is entitled to submit a modified offer to the exhibitor regarding registered objects or the registered exhibition space.

3.4 Additionally agreements or modifications shall be in writing only.

4. Terms of payment

4.1 All amounts are payable without any discounts to the maturity date stated in the invoice which is two weeks on receipt of the invoice. Should the registration be done after October 31st, 2015 the invoice should be settled by November 16th, 2015.

4.2 Should the invoice not be settled in time the participant will have to pay 8 % default interest on the relevant discount rate of the German Central Bank.

5. Modification of subject of the contract

5.1 The DOAG K+A is entitled to relocate the space made available to the exhibitor, to modify or limit it in its size if there are any official regulations, or inevitable circumstances according to the DOAG K+A, or should there be not enough exhibition space available. By the virtue of the present the exhibitor is not entitled to any compensation. Neither is he entitled to withdraw from the contract.

5.2 The organizer reserves the right to withdraw from the contract should he be obliged to cancel, relocate, postpone or modify duration of DOAG 2015 due to force majeure.

5.3 If the exhibitor uses areas that go beyond the defined services the additional useage will be recalculated. Excluded is the use as a traffic area for visitors. DOAG K + A is entitled to control the stand space at any time. DOAG K + A is entitled to charge an additional usage fee, if the additional use by the exhibitor items does not end immediately. The additional usage charge is calculated for each additional used m² (€ 200 without VAT per m²). It does not depend on the periods of actual use. This option does not apply if the additional use contrary to the interests of security and order. In this case, the area has to be cleared immediately. Otherwise, a penalty of 500 € will be charged.

6. Cancellation of the contract

6.1 A cancellation of the contract is excluded. The right to terminate without notice with reasonable cause remains unaffected.

6.2 Shall the DOAG K+A cancel the contract for good cause which he had justified to the exhibitor; the DOAG K+A reserves the right to charge a compensation of 50% of the amount specified in the invoice for the exhibition space. Should this space be sublet, the compensation shall be reduced to 25% of the amount specified in the invoice for the exhibition space. It is left up to the exhibitor's discretion to prove the minor damage.

6.3 The DOAG K+A is entitled to withdraw from the contract

- should the exhibitor default in paying the exhibition fee by the date determined by the organizer, and if
- the exhibitor fails to pay within an adequate extension period
- if the stand is clearly not occupied on due time by November 16th, 2015, 5.00 pm

Should the exhibitor withdraw from the contract, the regulation and compensation in 6.2 will be obtained.

6.4 DOAG K+A shall claim damages (contractual penalty) of 50% of the amount specified in the invoice for the exhibition space (6.2 and 6.3 excluded) if

- a stand will be dismantled partly or completely before the official ending of the event (November 19th 2015, 5.00 pm)
- the stand is clearly not occupied during opening hours of exhibition (daily: 8.00 am until 6.00 pm, November 19th, 2015 5.00 pm)
- the exhibits or stand will not be removed by the end of the event, November 19th, 2015 until 11.00 pm

In the last point the booth or exhibits will be removed at the expense of the exhibitor/sub-exhibitor. The DOAG K+A cannot be held liable for any costs.

6.5 Terms of cancellation for exhibitors' stand pass

Exhibitors or sub-exhibitors may order further exhibitor stand passes to the conditions mentioned on page 3. Should a cancellation of these stand passes being required the following cancellation terms are valid:

- cancellation by September 30th, 2015: free of charge
- when cancelling from October 1st until November 5th: a cancellation fee of 50% will be charged.
- when cancelling on November 6th or later: a cancellation fee of 100% of the stand pass fee will be charged.

7. Insurance and Liability of the Exhibitor

7.1 The exhibitor will be held liable for any damages caused by him, his servants and assignees, service provider or by using his property. This includes the legal duty to maintain safety at the stand and the ways to the stand.

7.2 According to paragraph 2.7 und 7.1 the exhibitor shall indemnify DOAG K+A and hold harmless from any possible liability of third parties regarding any breach or injury.

7.3 An adequate insurance of the exhibitor should be verified on request.

8. Warranty and liability of DOAG K+A

8.1 Stand space and stand equipment will be delivered and hand-out to the exhibitor on November 17th, 2015. Should the exhibitor reveal deficiencies it must be reported immediately or within a period of one hour on receipt of stand and equipment to the person responsible. Otherwise any claim lodged will be void and DOAG K+A cannot be held liable.

8.2 DOAG K+A can be held liable for damages that are due to voluntary or grossly negligent default on contract as well as for damages due to slightly negligent defaults of contractual obligation. In the last point liability is limited to typically unforeseeable damages at the time when the contract is concluded. Your defense of contributory negligence will remain unaffected to DOAG K+A. Legal liability of DOAG with regard

to personal injury will remain unaffected according to the Product Liability Act.

The above mentioned liability limitations are also quoted to breach of duty of the legal representatives or servants of DOAG.

8.3 With regard to the DOAG 2015 an exhibitor's catalogue will be published. Neither can the organizer be held liable for any entries that erroneously not have been effected or have been carried faulty out nor can he be made responsible for any printing errors.

9 Photo, film, TV and sound recordings

9.1 To ensure the protection of intellectual property rights, it is strictly forbidden to make photo, film, television and sound recordings, and make them public.

9.2 On request, exhibitors have the opportunity to obtain a permit under the following conditions. Permits are generally not issued for presentations. In the request you should specify the nature and extent of your scheduled recordings, number of people in the film team, uses type and scope of the disclosure.

9.3 The permit shall be kept and submitted on request. The approval does not include any third-party rights. If the exhibition partner plans to publish the recordings outside the company, he must refer to the DOAG. The recordings have to be sent to the DOAG in advance to grant a concretized publication approval.

9.4 Photo and filming for private purposes without the intention to publish do not need approval. As long as they only include short parts of the event.

10. Place of fulfilment and Legal Domicile

10.1 The place of fulfilment for any obligations regarding the contract, – except the terms of payment (where legal domicile is Berlin) – will be Nuremberg.

10.2 Legal domicile is Berlin.

10.3 If a provision of this contract is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision of this contract; or the validity or enforceability in other jurisdictions of that or any other provision of this contract.