



CONEXPO-CON / AGG

10 - 14 March 2020
Las Vegas Convention Center



Project-No: 320120

Beginning
of allocation

26 Feb 2019

In recognition of the enclosed "General Terms of Participation", the "Special Terms & Conditions" we are hereby filling in a legally binding registration form for the participation at a.m. event. We agree in electronic data capture of company details. Please find the legally binding terms and conditions also under www.imag.de

Exhibitor

Company _____
Street / P.O.Box _____
Country / City / Postal Code _____
Managing Director _____
Contact _____
Phone with Area Code _____
Fax _____
Email (personal Email address for confidential data, no "info@...", etc.) _____
Internet _____
European VAT Identification No _____

Billing Address: same as "Exhibitor" or

Company _____
Street / P.O.Box _____
Country / City / Postal Code _____
Managing Director _____
Contact _____
Phone with Area Code _____
Fax _____
Email (personal Email address for confidential data, no "info@...", etc.) _____
Internet _____
European VAT Identification No _____

The exhibitor remains liable for payment, even when the invoice is sent to a separate billing address.
In case you need an alternative billing address please fill-in the right column above. Subsequent changes regarding contact details or the re-issuing of invoices are being charged with a handling fee of EUR 100,-.
Invoices are being sent electronically.

Space Rental (minimum space 12 sqm)

Indoor Raw Space

Indoor raw space without stand construction can only be rented with a minimum space of 36 sqm

EUR 440,- / sqm x _____ sqm = EUR _____

Outdoor Raw Space

Indoor raw space without stand construction can only be rented with a minimum space of 25 sqm

EUR 355,- / sqm x _____ sqm = EUR _____

Registration Fee

Please see point 1.2 of the Special Terms and Conditions.

= EUR **300,00**

ATTENDANCE FEE TOTAL EUR _____

Stand construction is mandatory and must be ordered separately.

We recommend stand construction company MEPLAN GmbH, please see separate order form.

Please fill-in pages 1 and 2 and return to IMAG. Pages 3 and 4 are for your records.

Application Form



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Please fill-in pages 1 and 2 and return to IMAG. Pages 3 and 4 are for your records.

Please tick your appropriate category:

- manufacturer
or
 agent / distributor
with following principals:

Please tick if you have co-exhibitors and name them:

(The registration of co-exhibitors can also be fulfilled later)

- co-exhibitors

(A compulsory registration fee of EUR 300,- for each co-exhibitor has to be paid upon organiser's approval. The registration of co-exhibitors is mandatory.)

Product Range

- Aggregates Processing
- Asphalt Production & Paving
- Associations & Organizations
- Concrete Construction & Manufacturing
- Earthmoving Equipment & Material Handling
- Engines, Components & Electronics
- Land Clearing Equipment
- Infrastructure Support
- Hauling Equipment
- Information Technology & Business Solutions
- Lifting (Aerial & Cranes)
- Safety & Traffic
- Trucking
- Underground Construction
- Other

Important:

We hereby acknowledge and accept the "General Terms and Conditions" as well as the "Special Terms & Conditions". With this application the registration fee and a down-payment of 30 % of the total attendance fee to IMAG is due. There is separate invoicing. We realize that IMAG cannot accept any credit-card payment, and will therefore transfer the amount due by mentioning the Project Number: **320120** to following account:

For transfer: Deutsche Bank München, Account: 166749200, Bank Code: 700 700 10
SWIFT (BIC): DEUTDEMMXXX, IBAN: DE87 7007 0010 0166 7492 00, UID-No. DE811222682

City and Date

Company stamp and legally binding signature



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Project-No: 320120

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SPECIAL TERMS & CONDITIONS

> FOR YOUR RECORDS <

Organiser

IMAG GmbH

P.O.Box 820 540, 81805 München, Germany
Am Messesee 2, 81829 München, Germany

Contact: Ms. Ariane Fuchs

Phone: +49 (0)89 552912-314, Fax: +49 (0)89 552912-350

Email: ariane.fuchs@imag.de

www.imag.de

For more information, please contact IMAG at any time.

1. Attendance fees

1.1. Space rental (min space 12 sqm)

Stand Space only (raw space min 36 sqm) EUR 440,00/sqm

1.2. Registration Fee EUR 300,00

Exhibitors and co-exhibitors are required each to pay the organiser a registration fee.

The registration fee includes:

- Basic entry into the alphabetical list of the exhibition (show catalogue)
- Basic entry on the official website of the exhibition
- Issuing of exhibitor badges (referring to stand size)
- Invitation tickets for visitor promotion
- General advertising expenses
- Administrative expenses

1.3. Co-Exhibitor / Principals fee

A compulsory registration fee of EUR 300,00 for each co-exhibitor has to be paid upon organiser's approval. The registration of co-exhibitors is mandatory. The registration of co-exhibitors can also be fulfilled later.

1.4. Stand Construction, additional stand equipment and power supply must be ordered separately (see International Booth Construction Order Form).

2. General Services for Exhibitors

2.1. Services

2.1.1. Technical and organisational management by IMAG during preparation and event-days of the exhibition.

2.1.2. Provision of an organiser's office and other service stations on-site

2.1.3. Daily cleaning of the aisles

2.1.4. Security and fire-protection

2.2. Remarks

2.2.1. An abandonment of single specific or general services is causing no claim to reduce the participation fee.

2.2.2. All materials and the total equipment are provided for the duration of this event on a rental basis only.

3. Exhibitor's Manual

The Exhibitor's Manual will be sent to every exhibitor after the official admission. Technical or other services within the scope of the trade fair can be ordered in compliance with the there mentioned rules and conditions.

4. Cancellation Fee

(s. Point 6 of General Terms of Participation)

In case of cancellation of participation by the exhibitor, following cancellation fees are due:

- Cancellation after receipt of application form, but before allocation date printed on application form:
25 % of total attendance fee
- Cancellation on or after allocation date printed on application form but before September 25, 2019:
50 % of total attendance fee
- Cancellation on or after September 25, 2019: full attendance fee

5. Terms of payment

With this application, a down-payment of 30 % of the total attendance fee to IMAG is due. There is separate invoicing. We kindly ask you to transfer the amount due by mentioning the Project Number **320120** after receipt of invoice.

For transfer: Deutsche Bank München,
Account: 166749200, Bank Code: 700 700 10
SWIFT (BIC): DEUTDEMMXXX
IBAN: DE87 7007 0010 0166 7492 00

The balance is due immediately upon receipt of the invoice. Invoices are being sent electronically.

IMAG GmbH
Munich, December 2018

Please fill-in pages 1 and 2 and return to IMAG. Pages 3 and 4 are for your records.



CONEXPO-CON / AGG

10 - 14 March 2020
Las Vegas Convention Center



National German
Group Participation

Project-No: 320120

Beginning of
allocation

26 Feb 2019

GENERAL TERMS & CONDITIONS

➤ FOR YOUR RECORDS ◀

1. Contracting parties

- 1.01 IMAG GmbH, in the following referred to as IMAG
P.O. Box 82 05 40, 81805 München, Germany
- 1.02 Company applying for the participation in an event as exhibitor, in the following referred to as exhibitor
2. **Application and admission as exhibitor**
- 2.01 In order to take part, the exhibitor must complete and sign the official application form and submit it to IMAG before the closing date. The exhibitor thereby accepts the General Terms and Conditions. The application is legally binding. Conditions imposed by exhibitors are not accepted.
- 2.02 The closing date for applications is indicated in the application form.
- 2.03 IMAG confirms receipt of the application in writing. The application and confirmation of its receipt do not give the exhibitor a legal claim to admission nor to a certain stand size or location. IMAG can, in particular, reduce the number of square metres requested by the exhibitor, if demand for exhibition space exceeds the space available.
- 2.04 IMAG decides on the exhibitor's and exhibits' admission. Exhibitors do not have a legal claim to admission, unless the law provides for such a claim.
In general, the exhibitor's participation is subject to
- the availability of exhibition space,
- his fulfilment of these General Terms and Conditions, the Special Terms and Conditions as well as technical regulations and
- him offering and presenting products or services matching the event's nomenclature.
- 2.05 Companies that have not fulfilled their financial obligations for previous events may be excluded from admission.
- 2.06 IMAG reserves the right to deviate from the type, size and location of the exhibition area requested by the exhibitor, to exclude certain exhibits from admission and to make admission subject to certain conditions.
- 2.07 After admission, IMAG may change space allocations, and in particular change the location, type, dimensions and size of the exhibition area rented by the exhibitor, insofar as this is necessary for reasons of safety or public order, or because the exhibition is oversubscribed and further exhibitors must be admitted or because changes in assignments of exhibition space ensure that the facilities and space required for the exhibition are used more efficiently. Should such subsequent changes result in a lower participation fee, the difference in amount will be refunded to the exhibitor. Further claims against IMAG are excluded.
- 2.08 If, after admission, IMAG is compelled by circumstances beyond its control, such as an order by the event venue's authorities, to relocate or change individual stands or entrances, aisles and exits, exhibitors cannot make claims against it.
- 2.09 The rental contract comes into force after IMAG has admitted the exhibitor to the event. The exhibitor must pay the participation fees even if, for example, the exhibitor's import wishes are not, or not fully, fulfilled by the authorities concerned, the exhibits do not arrive in time (for example, as a result of loss, transport or customs delays) or do not arrive at all for the event, or entry visas are not available in time for the exhibitor or his representatives.
- 2.10 IMAG is entitled to allocate to other participants stands which the exhibitor or his representative have not occupied 24 hours before the beginning of the event, without the exhibitor having a right to withdraw from or terminate the contract or make any other claims, in particular for damages, against IMAG.
- 2.11 IMAG is entitled to revoke admission based on incorrect or incomplete statements by the exhibitor or if, at a later date, the exhibitor no longer fulfils the conditions for admission.

3. Co-exhibitors

- 3.01 Stand areas are let only as a single unit and only to a single exhibitor as a matter of principle. However, the exhibitor is entitled to have co-exhibitors at his stand, provided he has registered them with IMAG and obtained IMAG's prior written consent. IMAG does not give its consent until the co-exhibitors concerned have accepted, in writing, the General Terms and Conditions. Co-exhibitors are subject to the same terms and conditions as main exhibitors.
- 3.02 A compulsory registration fee for each co-exhibitor applies as stipulated in the Special Terms and Conditions.
- 3.03 The main exhibitor is liable for the debts and negligence of his co-exhibitors and their employees.

4. Terms of payment

- 4.01 When applying to take part, a down payment must be made on the participation fee expected; the amount is indicated in the application form. If the exhibitor is not admitted, the down payment is being reimbursed.
- 4.02 After receiving the invoice for the participation fees, the total amount minus the down payment becomes due. The terms of payment in the notice of admission/on the invoice must be observed.
Exhibitors may occupy their exhibition area only if the invoice has already been paid in full.
- 4.03 If the exhibitor should subsequently change its contact details or wish to have an invoice re-issued, a handling fee becomes due as mentioned in the application form.
- 4.04 If, despite being given a warning and extra time, the exhibitor does not observe the terms of payment, IMAG is entitled to withdraw from the contract and allocate the stand area to another participant.
- 4.05 The exhibitor is responsible for all taxes which may occur in the country where the exhibition takes place. In case such taxes are levied, the exhibitor has to pay them in addition to the participation fees. The exhibitor is not allowed to withhold any part of the participation fees.
- 4.06 Invoices are being sent electronically.

5. Assignment, set-off, lien

- The assignment of claims against IMAG, offsetting against the participation fee and the enforcement of a lien are excluded.

6. Cancellation of the contract

- 6.01 IMAG is entitled to withdraw from the contract if composition or bankruptcy proceedings have been instituted against the exhibitor's assets. The exhibitor must inform IMAG thereof immediately.
- 6.02 If the exhibitor cancels his participation, the fees specified in the Special Terms and Conditions fall due.
- 6.03 Apart from the right to terminate a contract specified by law, the exhibitor is not entitled to withdraw from the contract or to reduce the stand size unilaterally. If the exhibitor does not occupy the exhibition area allocated to him, he must pay the expenses mentioned in the Special Terms and Conditions. Should the exhibitor declare his withdrawal from the event, IMAG is entitled to otherwise dispose of the rented space.

7. Stand equipment, design and lettering

- The exhibitor undertakes to provide adequate stand constructions on its entire exhibition space during the entire event.
The equipment and individual design of the stands are the exhibitor's concern in as far as they exceed the scope specified in the Special Terms and Conditions.
The construction regulations applicable at the event's venue as well as IMAG's construction guidelines must be observed. They are included in IMAG's Exhibitor Manual which is sent to the exhibitor accompanying the notice of admission.
The exhibitor undertakes to coordinate its stand design with IMAG before the event. IMAG is entitled to remove or change at the exhibitor's expense a stand if its design does not comply with the construction regulations applicable at the event's venue or with IMAG's construction guidelines.

8. Warranty

- Complaints about any defects regarding the stand or exhibition area are to be made in writing to IMAG immediately upon notice, at the latest on the last day of assembly, so that IMAG can remedy such defects. Later complaints cannot be considered and cannot give rise to claims against IMAG.

9. Exhibits, stand personnel

- Highly flammable or strong smelling exhibits or those whose demonstration involves noise may be exhibited only with IMAG's prior consent in written form. Exhibits may not be removed during the course of the event. The exhibitor undertakes to provide qualified stand personnel during the entire event.

10. Transport, assembly and dismantling of exhibits and stand equipment

- The transport of exhibits to the exhibition stand and back, the storage of packaging, the use of lifting and carrying equipment, the employment of staff for packing and unpacking, the assembly and dismantling of exhibits, repacking and other associated activities are solely the exhibitor's concern. IMAG assumes no liability regarding these activities.

- IMAG may prescribe, with binding force, a forwarding agent to carry out transportation within the exhibition grounds or from the port of arrival.

11. Liability and insurance

- 11.01 IMAG is liable for damage caused intentionally or by gross negligence of its employees. In the case of negligence, IMAG is liable only for the infringement of contractual obligations, in particular those relating to essential services. In the case of negligence, IMAG is not liable for consequential damage and is otherwise liable only for a maximum of three times the net participation fee. The aforementioned limitations of liability apply only to traders and legal persons; they do not apply for the benefit of IMAG's employers' liability insurance.
- 11.02 In the case of exhibitors being traders, IMAG is under no circumstances liable for damage to or loss of goods brought to the event by exhibitors, stand fittings or furnishings. This applies irrespective of the damage or loss occurring before, during or after the event.
- 11.03 Exhibitors for their part are liable for any culpable damage to persons and property caused by themselves, their employees, their representatives, their exhibits or equipment.
- 11.04 Exhibitors solely are responsible for the safety of their stands and personnel during assembly, the actual event and dismantling.
- 11.05 Force majeure, cancellation of the event
If IMAG is compelled, as a result of force majeure or other circumstances beyond its control (e.g. failure of the power supply), to vacate one or more exhibition areas temporarily or for longer periods, or to postpone or curtail the event, the exhibitors do not thereby acquire the right to withdraw from nor cancel their participation, nor do they have any other claims against IMAG, in particular claims for damages.
If IMAG cancels the event because it cannot hold the event as a result of force majeure or other circumstances beyond its control, or because it has become unreasonable for IMAG to hold the event, IMAG is not liable for resulting damages and disadvantages to exhibitors arising from the cancellation of the event.

12. Circulars

- When the stand areas have been allocated, exhibitors will be informed by circulars about preparations, participation and the event. Exhibitors solely are responsible for any consequences that arise as a result of ignoring the contents of these circulars and are responsible to facilitate receiving these circulars.

13. Data protection

- 13.01 Personal data, which have been collected from or sent by the exhibitor, may be used to fulfil the business purposes of IMAG within the context of the statutory data protection regulations.
- 13.02 IMAG and its affiliated companies, as well as its foreign representative offices, some of which are situated outside of the EU and the EEA, are also authorised to use these personal data to provide information on a regular basis about the services of IMAG and its affiliated companies, as well as its foreign representative offices, by letter, e-mail, telephone or telefax.
- 13.03 The exhibitor shall ensure the data protection requirements of the foregoing uses with appropriate measures (e.g. consent of its employees).
The exhibitor is liable to IMAG for damages and expenses from the infringement of this undertaking and indemnifies IMAG upon first request for relevant third-party claims.
- 13.04 Some services which are necessary for the exhibitor's participation in the exhibition will be rendered by third parties (e.g. freight forwarder, travel agency, catalogue publisher). IMAG is entitled to inform such third parties about the exhibitor's application and to transfer the relevant data.

14. Proviso

- 14.01 Regulations and guidelines of the authorities responsible in the host country, which deviate from these General Terms and Conditions, the Special Terms and Conditions or any of IMAG's individual regulations, or that impose additional restrictions, always have priority. The event organizers or the lessor of the exhibition grounds and IMAG are not liable for damages and other disadvantages sustained by the exhibitor.
- 14.02 The event organizers, respectively IMAG, are entitled to postpone, curtail, extend or cancel the event, as well as to close it temporarily or finally in individual parts or in its entirety, if unforeseen circumstances, such as force majeure, natural catastrophe, war, public disorder, strike, breakdown or obstruction of transportation or telecommunications, demand such a measure.

- Exhibitors do not thereby acquire the right to withdraw from or cancel their contracts. If the event is postponed, curtailed, extended or closed, the exhibitor cannot claim for resulting damages. If the event is cancelled, neither the organizers nor IMAG are liable for damages or other disadvantages sustained by the exhibitor. Upon IMAG's demand, the exhibitor is obliged to bear an appropriate share of the costs incurred for the preparation of the trade fair or joint presentation.
IMAG determines the share to be paid by each exhibitor.

15. Final provisions

- 15.01 The range of services covered by the participation fee is described in the Special Terms and Conditions and IMAG's Exhibitor Manual.
- 15.02 If the exhibitor has commissioned IMAG to perform services subject to a charge, which are outside the scope of the Special Terms and Conditions and the services listed in IMAG's Exhibitor Manual, he will be invoiced for the costs incurred.
- 15.03 All verbal agreements, individual and special arrangements are valid only with IMAG's written confirmation.
- 15.04 For both parties, the rights and obligations arising from this contractual relationship are governed by the law of the Federal Republic of Germany.
- 15.05 Munich is the place of performance for all financial obligations. The Munich courts shall have jurisdiction for all litigations arising from the contract if the contracting parties are traders, legal persons under public law or a special fund under public law, or at least one of the contracting parties does not fall within the general jurisdiction of the German courts. The same shall apply if, after conclusion of the contract, one of the contracting parties moves his place of residence or customary place of abode from Germany, or his personal whereabouts are not known at the time of bringing an action.
- 15.06 All the exhibitor's claims against IMAG lapse after a period of six months from the end of the month in which the closing date of the event falls.
- 15.07 The contract and any modifications thereto must be made in writing. Should one or several of the aforementioned conditions become invalid in whole or in part, the other conditions will remain effective. These are to be interpreted in such a way that the aim and purpose of the contract remain unaffected.
IMAG GmbH, Munich, 08 August 2018

Please fill-in pages 1 and 2 and return to IMAG. Pages 3 and 4 are for your records.