

General Terms and Conditions

of the COCS GmbH - Congress Organisation C. Schaefer, Goethestr. 43, 80336 Munich, in the following called COCS.

These General Terms and Conditions apply to all registrations and pertain to both in-person and virtual events. Companies that rent exhibition space at congresses from COCS or book sponsorship services are hereinafter referred to as Exhibitors/Sponsors. The leasing institutions, whether hotels, universities, institutes, exhibition halls, or similar, are hereinafter referred to as the Venue for simplicity. The societies, associations, or organizations hosting the congress are hereinafter referred to as the Organizer.

<p>1. Exhibitors/Sponsors An Exhibitor/Sponsor can only be someone whose products or services align with the scope and standards of the congress.</p> <p>2. Registration By signing the registration form, the Exhibitor offers COCS to rent an exhibition space for the duration of the congress specified in the registration or to book sponsorship services. COCS is under no obligation to accept this registration. The contract becomes effective once it is confirmed by COCS. If the number of registrations exceeds the available exhibition space or sponsorship opportunities, COCS will generally consider Exhibitors/Sponsors in the order in which registrations are received. However, in exceptional cases, COCS may deviate from this principle, particularly if required by the purpose of the congress or the interests of the Organizer. The rented space or sponsorship service is determined by the registration. The allocation of exhibition space at the venue is carried out by COCS. The exact location of the booth will be provided after the exhibition layout has been finalized. Sponsorship services are confirmed based on availability (e.g., scheduling of symposia, advertising videos, etc.).</p> <p>3. Prices and Payments The prices stated by COCS are net prices excluding VAT. They apply per square meter or for a specific booth space and the duration of the exhibition or a particular sponsorship service.</p> <p>4. Payment and Due Date The payment for the rental/sponsorship service is due upon receipt of the invoice by the payment deadline stated therein and must be made free of charge to the designated COCS account.</p> <p>5. Main Obligation of COCS COCS undertakes, for the duration of the exhibition and upon confirmation of the registration, to provide the exhibitor with the space specified in the registration, free from third-party interference, unless otherwise specified below. This also includes the necessary setup and dismantling time, which is not counted as part of the exhibition period.</p> <p>6. Success of the Exhibition/Sponsorship Fulfillment For the success of the exhibition, it is essential that booth opening hours are observed and that booths are adequately staffed during these times. The exhibitor is obliged to ensure this. The booth must be set up in an appealing condition. Packaging materials may not be stored either within or behind the booth. Exhibitors will receive exhibitor passes issued by COCS in their company's name. These will be distributed during the setup phase and must be worn visibly throughout the duration of the congress.</p>	<p>To fulfill the sponsorship performance, the sponsor is obliged to provide the agreed materials as well as the scientific programs for booked symposia (titles/topics/speakers) by the specified deadlines.</p> <p>7. Postponement or Cancellation of the Congress In the event of the postponement or cancellation of the congress, COCS is entitled to postpone or cancel the exhibition/sponsorship. If the exhibition/sponsorship is cancelled, the exhibitor/sponsor will receive a refund of the payments made, with the deduction of any partial services already rendered. Further claims for damages are excluded.</p> <p>8. Termination COCS is entitled to terminate the contract if the organizer/scientific chair requests this from COCS. To the extent that COCS is entitled to claims against the organizer as a result, these claims will be assigned to the exhibitor/sponsor. COCS shall not be liable beyond this. If either party terminates the contract, they must compensate the other party for the damage caused. The liability of COCS is limited to direct damages and to a maximum of three times the agreed price. The exhibitor/sponsor is liable for the full booth rental/sponsorship fee in the case of unjustified termination, unless COCS is able to lease the space/sponsorship services to another party at an equivalent value. In this case, an amount of 30% of the agreed exhibition rental/sponsorship fee is owed as compensation.</p> <p>9. Termination for Important Cause Both parties may terminate the contract for an important cause. If the other party is responsible for the important cause, they shall be liable for damages. An important cause includes, in particular, if the exhibitor/sponsor does not comply with the conditions or fails to pay the agreed rental/sponsorship fee after the due date and the expiration of a grace period of one week. If the exhibitor does not occupy the rented space by the opening of the exhibition, this will be considered as a declaration of termination, or if the sponsor fails to provide the agreed/required information/materials by the agreed deadline, thus making it impossible for COCS to provide the sponsorship services, the exhibitor/sponsor shall be liable for the full invoice amount in all these cases. For COCS's liability, clause 14 applies.</p> <p>10. Force majeure Force majeure includes all events that are beyond the control of COCS, particularly the cancellation or postponement of the congress by the organizer/scientific management. In cases of force majeure, COCS is entitled to cancel or reschedule the exhibition/sponsorship. The exhibitor/sponsor has no right to claim damages in such cases.</p>
---	---

11. Responsibilities at the Exhibition (In-Person Event)

The exhibitor is responsible for the setup and dismantling of the booth. The booth must comply with the framework of the congress. The specified dimensions must not be exceeded. Booth construction must adhere to the applicable fire, building, commercial, and safety regulations, as well as recognized standards. All materials, especially flammable ones, must be treated with a fire-retardant impregnation. A certificate of this impregnation must be carried and presented at the venue upon request. Emergency exits, fire alarms, hydrants, and electrical distribution panels must remain easily accessible and cannot be obstructed. The use of fire and light for cooking, heating, or operational purposes, including immersion heaters, is prohibited unless specifically authorized by the venue. Actions deemed fire-hazardous require official approval, which must be applied for through the venue.

Technical equipment at the venue may only be operated by the venue's personnel. Closed booth ceilings are not permitted. The design of the booth ceiling must ensure that the effectiveness of the sprinkler system and smoke detection is not impaired. To prevent damage to the walls and carpet, the placement of decorative materials or other items must be coordinated with the venue in advance. Any flooring, such as carpets or tiles, may not be affixed to the floor using double-sided tape, as adhesive residue and marks are difficult to remove. The exhibitor is responsible for removing any adhesive residue. Non-compliance will result in the exhibitor being charged for the removal of adhesive residue per running meter. Additionally, the use of glue, nails, or screws on venue walls, ceilings, or other structural elements is prohibited. Advertising outside the exhibitor's booth is not permitted. Movable advertising and light sources, including booth lighting, must not cause any disturbances. Acoustic advertising is not allowed. Poster materials, cardboard, etc., must not be stored behind booths due to fire safety regulations. The storage of empty containers and other materials needed for the exhibition inside or behind the booths is not permitted.

12. Booth Dismantling (In-Person Event)

The booth dismantling must be completed within the specified time. During this period, all exhibition goods and any remaining items must be removed. Exhibition items that are not removed by this deadline will be transported and stored at the exhibitor's expense and risk, or left unattended. The exhibitor hereby grants their consent for this.

13. Liabilities (In-Person Event)

Neither the organizer, the venue, nor COCS shall be liable for any loss or damage to items brought in. The exhibitor is liable for losses or damages caused by their employees, visitors, assistants, themselves, other event participants, or contracted third-party companies, as well as for their own losses or damages, both to COCS and the venue. It is the responsibility of the exhibitor to obtain the necessary insurance. Therefore, the exhibitor is obligated to maintain general liability insurance for the booth and all items within it.

The exhibitor is advised to obtain insurance against loss or damage to exhibition items during the event and during transport. To the extent that insurance is customary, the exhibitor is also required to take out such insurance.

COCS may request proof of such insurance. The exhibitor is responsible for the proper care of the used premises and items, particularly those that belong to the venue.

The exhibitor indemnifies the venue and COCS from any third-party claims arising from the use of such facilities. COCS is only liable for ensuring that the timely rented and paid booth space is made available. COCS is not liable for damages resulting from the cancellation of the congress unless this is caused by COCS. COCS is not liable for any violation of rights of an exhibitor by other exhibitors. However, COCS hereby assigns any rights that may arise from such violations to the affected exhibitor. COCS also has no obligation to check whether exhibitors may engage in unfair competition against other exhibitors.

14. Damage compensation COCS

Apart from that, COCS is only liable for intent and gross negligence, to the extent permitted by law, and only for direct damages. The liability of COCS is limited to an amount equal to three times the booth rental for the duration of the exhibition.

15. Release from Liability

The exhibitor must hold COCS harmless with respect to the venue, as if the exhibitor had directly concluded the rental contract with the venue themselves.

16. Final provisions

The place of jurisdiction is Munich, insofar as the exhibitor operates a fully commercial business. If any provision of these General Terms and Conditions is or becomes invalid, it shall be replaced by a provision that closely approximates the economic intent of the invalid provision. Both parties agree that this is the intended replacement.