

General Terms and Conditions of Business

1. Introduction

1.1 These General Terms and Conditions apply to the rental of exhibition space and to sponsoring agreements in the framework of the World Congress 'Medical Physics and Biomedical Engineering' to be held in Munich, Germany, on Sep. 7 – 12, 2009

1.2 Contracting parties to all agreements shall be the Organizer and the Exhibitor/Sponsor. For the purpose of concluding and amending the agreement and excising dispositive rights as well as performance under the agreement, the Organizer shall be represented by EUROKONGRESS GmbH, Schleissheimer Strasse 2, 80333 Munich, Germany (hereafter EUROKONGRESS).

1.3 Services on the part of the Exhibitor/Sponsor shall be rendered exclusively on the basis of these General Terms and Conditions of Business. Any Terms and Conditions which shall deviate from or conflict with these Terms and Conditions of Business shall not be accepted, not even in the event of the Organizer performing his services without further reservations.

2. Quotation and Contract

2.1. Quotations made in prospectuses, advertisements etc. shall be subject to change without notice and without obligation, also with regard to price details. Submission of the completed application/reply form shall represent an offer to contract on the part of the Exhibitor/Sponsor. The Exhibitor/Sponsor shall be bound to this offer for six weeks after submission. In the case of an authorized individual, the contents of the confirmation shall be binding for the agreement, even if these differ from the contents of the application and the Exhibitor/Sponsor does not object to the amendment within 14 days.

2.2. The agreement shall also include the house rules as well as the organizational and technical provisions, which shall be forwarded to the Exhibitor/Sponsor prior to the event.

3. Authorization

3.1. EUROKONGRESS shall decide upon consultation with the Organizer on the authorization of an Exhibitor/Sponsor. A right to be authorized shall not exist.

3.2 An Exhibitor shall only be permitted to use the stand himself. Assignment of the entire stand or parts of it to a Co-Exhibitor and/or the introduction of Co-Sponsors shall require the written consent of EUROKONGRESS. The latter may increase the price. The Co-Exhibitors and Co-Sponsors shall be jointly and individually liable for all contractual obligations.

4. Allocation of Sponsorship opportunities / Exhibition Space

4.1 Exhibition space and Sponsorship opportunities shall be allocated in the order of the receipt of applications. The date of receipt by EUROKONGRESS shall be decisive for this allocation.

4.2 Notwithstanding the stand confirmation, EUROKONGRESS shall reserve the right to subsequently allocate a differently located stand to any Exhibitor, alter the area of his exhibition space, relocate or close entrances and exits to the exhibition site or to the halls or change the location of catering areas, provided that, taking into consideration the interests of the Organizer, such alteration shall be fair and reasonable for the Exhibitor. Should adherence to the stand confirmation present an unreasonable degree of hardship for the Organizer, yet such alteration be unacceptable for the Exhibitor, the former may rescind the agreement.

The same applies synonymously for Sponsors.

5. Prices

5.1 The prices quoted for the Exhibition shall apply to either each square meter (space only) or to the shell scheme construction that is booked, plus the statutory valued-added tax. The prices quoted represent the assembly days including days for set-up and dismantling.

5.2 Additional charges for electricity, furniture, flowers, decoration, etc. (which are not mentioned in the shell scheme offer) shall be invoiced separately. Various surcharges for Co-Exhibitors and Co-Sponsors shall apply.

5.3 The prices quoted for Sponsorship include the opportunities mentioned in the sponsorship prospectus. The respective sponsor is not obliged to use all of the opportunities provided.

6. Stand Construction

6.1 The stand construction and design must comply both with the general rules on competition and regulative law, and with the technical safety regulations. Any visual or acoustic disturbance of adjacent areas must be avoided.

6.2 The stand must be manned and equipped during opening times.

7. Reservation of Rights of Amendment and Rescission

7.1 Having serious reason (e.g. force majeure or similar), the Organizer shall be entitled to relocate, curtail, temporarily close, or cancel the event. He shall immediately notify the Exhibitor/Sponsor accordingly. In the event of relocation or curtailment, he shall request the Exhibitor/Sponsor to declare agreement within 14 days. Should the Exhibitor/Sponsor object, the Organizer may rescind the agreement.

7.2 The Organizer may rescind the agreement should the Exhibitor/Sponsor default should insolvency proceedings be instituted, or should the Exhibitor's/Sponsor's company be liquidated.

8. Payment

8.1 All fees shall be payable net upon issue of an invoice by EUROKONGRESS unless otherwise agreed in writing between the Exhibitor/Sponsor and EUROKONGRESS.

8.2 In the event of default on the part of the Exhibitor/Sponsor, EUROKONGRESS may charge interest payable on arrears at the rate of 5 % p.a. above the basic interest rate in force at the time of default.

8.3 The Exhibitor/Sponsor may only set off against amounts due to EUROKONGRESS from the agreement such claims that are either undisputed or legally effective.

9. Liability

9.1 Neither the Organizer nor EUROKONGRESS shall be obliged to take precautions against loss or damage of exhibits, stand fittings or any other belongings of the Exhibitor/Sponsor.

9.2 The Organizer and EUROKONGRESS shall not be liable, except in cases of intent or gross negligence, for any damages suffered by the Exhibitor/Sponsor. This shall also apply to the conduct of subcontractors. Claims for damages have to be brought

against the Organizer within a stipulated period of 4 weeks after the time of information or from the end of the event at the latest.

10. Cancellation and Damages

Should the Exhibitor/Sponsor rescind the agreement without due justification or should the Organizer or EUROKONGRESS rescind the agreement for reasons to be found in the person of the Exhibitor/Sponsor, EUROKONGRESS will invoice the Exhibitor/Sponsor a lump sum for damages according to the following scheme

- 100% of the total stand rental/sponsoring fee in case of cancellation after Aug 1st, 2009
- 70 % of the total stand rental/sponsoring fee in case of cancellation between May 1st, and Aug. 1st 2009
- 40 % in case of cancellation at any previous date.

11. Final Provisions

11.1 All declarations made in connection with this agreement must be submitted in writing.

11.2 Should any provisions of these Terms and Conditions or other agreements between the parties become void, this shall not effect the validity of the remaining provisions.

11.3 German law shall apply to this agreement and the place of jurisdiction is agreed to be Munich, Germany.

Munich, September 2008