



# SENSOR+TEST 2023

## The Measurement Fair

Nuremberg, Germany, 9. – 11.5.2023

## Terms and Conditions of Participation

### 1. Application

Applications for stand space must be made to the AMA Service GmbH by completing and signing, legally binding, the enclosed application form in recognition of the Terms and Conditions set forth for this exhibition and in accordance with the Technical Regulations (Exhibitor Info Manual).

Special conditions and privileges cannot be granted. Every endeavour will be made to meet requests for specific sites, but such requests cannot be recognized as a condition for participation.

### 2. Admission

Only those manufacturers and importers whose products correspond with the theme of this event are permitted to the exhibition. After a hearing by the SENSOR+TEST Boards, it will be the sole decision of the organizer which exhibitors and what exhibits to admit. There is no legal claim to admission.

The admission will be confirmed in writing and is not transferrable. Upon dispatch of this confirmation, the contract between exhibitor and organizer will be concluded.

The organizer may without notice revoke the Admission to Exhibit if the exhibitor has made false statements prior to the conclusion of contract or if the conditions prerequisite to the Admission to Exhibit have changed or are no longer applicable.

The organizer may also revoke the Admission to Exhibit if the exhibitor fails to meet his financial obligations resulting from this contract, e.g. failure to pay within 10 calendar days of payment due date, or if the exhibitor fails to observe the technical guidelines or fails to meet other conditions stated in these Conditions of Participation which warrant the revocation of the Admission to Exhibit. In this case, the exhibitor will pay a cancellation fee of 25% of the original participation fee to cover processing expenses. If the stand cannot be re-rented at all, the exhibitor must pay the total participation fee.

Objections regarding the Admission to Exhibit must be submitted in writing to the organizer within eight days of its receipt. Later objections or complaints will not be acknowledged nor heeded.

### 3. Stand Assignment

Stands are assigned by the organizer taking special requests of exhibitors in consideration, where possible. Stand assignment is based upon the date by which the application has been received.

A slight reduction in stand size due to technical reasons does not entitle the exhibitor to a reduction in participation fee.

If for reasons beyond the control of the organizer, the allocated space is not available, an equivalent site shall be assigned to the exhibitor. In this case, the exhibitor may cancel the contract, in writing, within three days of receipt of the notification. A full refund of the participation fee may be claimed. No claims for damages may be made. This provision does not apply if said site is moved within a few meters in the same row.

The organizer reserves the right to relocate entrance and exit doors in the halls, as well as passageways and emergency exits, should this become urgently necessary.

### 4. Stand Size

The basic stand unit is 9 m<sup>2</sup>. Smaller stand areas may be allocated if such areas result during floor space planning.

### 5. Costs

The participation fee for floor space for bookings by October 31, 2022 is EUR 314,-/m<sup>2</sup> (EUR 284,-/m<sup>2</sup> for AMA Members) plus legal tax valid at the time of the event, if the service is taxable in Germany.

For bookings from November 1, 2022 the participation fee is EUR 332,-/m<sup>2</sup> (EUR 299,-/m<sup>2</sup> for AMA Members) plus legal tax valid at the time of the event, if the service is taxable in Germany.

Precondition for the grant of the AMA discount is the membership throughout the whole year 2023.

Surcharges will be applied to this participation fee for stands with more than one open side as follows:

10% for corner stands	(2 sides open)
15% for head stands	(3 sides open)
20% for block stands	(4 sides open)

Calculation of the participation fee is based upon the type of usage of the floor space, i.e., if four stands marked as corner stands on the floor plan will be used as block stands, calculation for block stands will be applied.

The prices do not include stand partition walls.

Additionally, the participation fee includes the basic marketing (visitor promotion and care, press and PR work, social media, advertising measures on site, as well as exhibitor passes according to Point 22) and the attendance at the exhibitors party.

### 6. Surcharges

1. A fee of EUR 0.60 net per m<sup>2</sup> of stand space in exhibition halls is charged and remitted to AUMA (Association of the German Trade Fair Industry).

2. Together with the participation fee each direct exhibitor will be invoiced with a media flat rate in the amount of EUR 800,- plus legal VAT valid at the time of the event, if the service is taxable in Germany. This media flat rate includes:

- Unlimited quantity of advertising material (admission vouchers, letter stickers, visitor brochures) the full entry in the online catalog with ...
- company address incl. e-mail and internet address, social media links
- text entry
- 5 product group entries
- product news incl. text, photo and/or video in unlimited quantity
- presentation of product video for the digital agenda – time slot selectable
- continuous promotion of exhibitors information via the SENSOR+TEST newsletter and social media up to December 2023

The media flat rate can also be ordered for co-exhibitors (see application form for co-exhibitors).

There will be no refund if any parts of the media flat rate are not utilised.

### 7. Payment for Services

The organizer is entitled to request advance payment for services (additional text and nomenclature entries, ads, banners, media boxes, etc.).

### 8. Value-Added Tax

Unless otherwise indicated, all prices mentioned in these Terms and Conditions of Participation are strictly net and are subject to value-added tax valid at the time of the event, if the service is taxable in Germany.

Important for foreign exhibitors: The reverse-charge method is applicable for exhibitors from EU countries on the condition that such an exhibitor has provided evidence of entrepreneurship (by providing a tax identification number, complete address, and type of business), and these details must be confirmed by the Bundeszentralamt für Steuern (German Governmental Tax Office).

Written confirmation of entrepreneurship is also required for exhibitors from non-EU countries.

### 9. Subleasing and Co-Exhibitors

The exhibitor must acquire the organizer's approval prior to letting third parties occupy partially or entirely the stand assigned to him. Products or companies not listed in the admission papers may not be advertised on the stand.

Requests for admission of a co-exhibitor must be made in writing. They are charged a co-exhibitor fee of EUR 295,- plus legal tax valid at the time of the event, if the service is taxable in Germany. Upon payment of this fee to the organizer, the co-exhibitor's name and address will be listed in the online catalog and in the exhibition guide. The lessee of the stand shall always remain debtor of the co-exhibitor fee. The co-exhibitor is subjected to the same conditions as the main exhibitor.

If a co-exhibitor is brought in without approval, the organizer has the right to revoke the Admission to Exhibit without notice, to have the stand removed at the exhibitor's cost and to exercise rights according to Point 2, Paragraph 4 of these Conditions of Participation.

If two or more exhibitors apply for and are assigned to a mutual stand, each individual exhibitor will be liable to the organizer as a general debtor for joint and several liability. These companies are to list a common representative on the application form. This representative, solely, will obtain all of the information material for the event.

### 10. Terms of Payment

The invoice is due and payable within 30 days upon the date of the invoice. Adherence to the payment plan listed above is a prerequisite for catalog listing and exhibitors' passes, as well as occupation of the assigned stand site.



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All payments are to be submitted in full without deductions of any kind, in EURO.

### *Default of Payment*

The organizer reserves the right to charge default interest on delayed payments.

The organizer has the right to revoke the Admission to Exhibit and/or to withdraw from these Conditions of Participation if the exhibitor is in arrears with his financial obligations and if these obligations have not been met after a payment respite of 10 days. Furthermore, the organizer may claim damages in such a case according to Point 2, Paragraph 4 of these Conditions of Participation.

### 11. Cancellation

Upon submission of the binding application or upon issue of the Admission to Exhibit, the exhibitor may only withdraw from the rental contract with the express written consent of the organizer. This also applies to a partial withdrawal from the exhibition, e.g. by a reduction of the stand area. A possible consent is entirely at the discretion of the organizer and will only be granted in exceptional cases. Upon receipt of the declaration of withdrawal...

... on or before 31.01.2023:  
cancellation free of charge

... as of 01.02.2023:  
100% of the entire participation fee payable

All cancellations must be made in writing and are legitimate only after the organizer's written acceptance.

Should a co-exhibitor fail to participate, the co-exhibitor's fee shall be payable in full as of 01.02.2023.

Upon institution of bankruptcy or settlement proceedings on the assets of the exhibitor, the organizer observes the right to cancel the contract without further notice. The exhibitor is obliged to notify the organizer of these proceedings immediately. Conditions outlined under Article 2 apply.

### 12. Special Provisos

Should unforeseen events that are beyond the control of the organizer make it impossible to run the event as scheduled, the organizer is entitled to postpone partially or entirely, to curtail, to close or to cancel the event. Has the event to be cancelled before it opens, paid participation fees except the obligatory media flat rate will be refunded.

If the event has to be closed due to force majeure or governmental order during its term, the entire participation fee as well as all costs incurred by the exhibitor must be paid. The exhibitor is not entitled to claim any damages nor may he cancel his contract in such cases.

### 13. Exhibits

Only those products listed in the nomenclature, i.e. approved by the organizer may be exhibited. The organizer reserves the right to remove products which do not bear this approval at the cost of the exhibitor. Tools used for demonstrations, such as burners (e.g. welding torches), induction and radiation heating devices, infrared radiators, lasers and similar equipment must be kept out of reach of unauthorized persons at all times. Transparent protective covers are permitted. Exhibits admitted to the exhibition may not be removed from the stand during the entire exhibition period.

### 14. Operation of Exhibition Stands

The stand must be adequately staffed and open to visitors during the opening hours of the event.

Exhibitors, co-exhibitors and their staff have no right of access to other stands outside of official opening hours, unless authorized by the respective stand exhibitors.

### 15. Technical Services

The organizer will be responsible for the general lighting, heating and cooling systems.

The installation costs of water, electricity, gas and air pressure supply for the individual stands, as well as the water and power consumption and all other services will be invoiced separately to the direct exhibitors.

All installations are to be performed by contractors named by the organizer, solely. Installation work inside the assigned stand may be performed by an outside contractor who must be named upon the

organizer's request. The exhibitor will be liable for damages caused by this installation. The organizer is not liable for damage caused by installation work. The exhibitor will be liable for all damages resulting from unauthorized connections, devices and machines. These may be removed at the cost of the respective exhibitor (main lessee of the stand).

The organizer is not liable for any losses or damages resulting from power supply faults or electrical interference.

### 16. Stand Design

To ensure a good overall impression, a standard scheme for stand build-up and design has been devised by the organizer. The specifications are contained in the Technical Regulations which are binding for exhibitors and stand contractors, and which are an integral part of the contract.

The stand construction work undertaken by the exhibitor shall conform to the statutory requirements and with the regulations laid down by the local authorities.

Equipment, appearance and design of the stands as well as the assembly are up to the exhibitors.

The maximum permissible stand height at all stand boundaries is 3.50 metres. A greater stand height must be co-ordinated with and approved by the organizer. To this end, a drawing of the stand must be submitted to the organizer no later than March 3, 2023.

Excess of the permitted stand height or of the allocated floor space is not permitted. This also applies to parts of the stand (such as towers, cubic devices, spotlights, etc.) and to exhibits or parts of exhibits. In case of infringement, the organizer is entitled to have the stand dismantled at the cost of the exhibitor.

Stand partition walls higher than 2.50 m must be decorated neutrally on the back side if they are visible from the neighbouring stand, and no cables must be in full view.

Solid roof/ceiling sections are not permitted for fire hazard reasons. Exhibits must be displayed at the stand during the entire time the event is open for visitors.

#### *Own stand construction*

Exhibitors who wish to construct their own stand are required to submit the site plan, contractor's name and address to the organizer for approval. This information must be submitted by March 3, 2023 for approval.

### 17. Power consumption

The power consumption is charged at a flat rate per m<sup>2</sup> stand area booked. The charges will be included in the final invoice.

### 18. Water connections

A water connection can only be provided if a water supply facility is located within the rented area. The water supply facilities are shafts accessed through the hall floor. Fresh and waste water hoses are connected here to run along the floor to the desired positions.

### 19. Cleaning

The organizer is responsible for the cleaning of the halls and hallways. The exhibitor is responsible for the cleaning of his stand. Unless he has the stand cleaned by his own staff, only maintenance companies designated by the organizer may be hired to perform the cleaning.

Cleaning must be accomplished daily prior to opening hours.

### 20. Security

The organizer is responsible for the general security arrangements of the exhibition grounds and halls. Patrolling will start on the first day of stand assembly and will end with the last day of stand dismantling. The responsibility for the general security by the organizer does not affect its exemption from liability for damage to property and personal injury.

The organizer is not liable for any loss or damage.

The exhibitor is responsible for the guarding of his stand at all times, to include assembly and dismantling phases. Stand guarding may be assigned to a guarding company specified by the organizer.

It is herewith expressly stated that there is an increased risk of loss or damage to exhibition wares during stand assembly and dismantling phases. Easily portable and valuable exhibition wares should be locked up overnight.

### 21. Promotional Activities

Publicity shall be confined to exhibition related products and shall not



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be offensive or in breach of statutory regulations, nor shall it be of an ideological or political nature. The organizer reserves the right to prohibit the distribution and display of such advertising matter, and to confiscate the entire supply for the remainder of the event.

Printed advertising matters and advertising objects may only be displayed or distributed within the allocated stand area. Publicity and other promotional activities outside of the assigned stand boundaries are not permitted.

Optical, mobile and acoustic publicity aids are permitted, providing they do not disturb neighbouring exhibitors. The organizer may intervene if this regulation is infringed upon and demand modifications.

Revolving towers may only be installed at the centre of the stand. They may not cast a shadow on the adjacent stands nor may they cause a disturbance.

Advertising and/or demonstrations causing exhaust fumes, vibration, dirt or dust and which will cause for reasons here not specified a considerable hazard or impairment to the event or its participants are not permitted.

Musical performances of any kind, including bands, require prior approval.

### 22. Exhibitor passes

The number of exhibitor passes depends on the stand size:

< 30 m<sup>2</sup> = 3; 30-39 m<sup>2</sup> = 5; 40-49 m<sup>2</sup> = 7; 50-59 m<sup>2</sup> = 9;  
60-69 m<sup>2</sup> = 11; 70-79 m<sup>2</sup> = 13; 80-89 m<sup>2</sup> = 15; 90-99 m<sup>2</sup> = 17;  
100-109 m<sup>2</sup> = 19 etc.

### 23. Assembly and Dismantling

No stand may be dismantled or removed partially or entirely before the event is officially terminated.

Assembly and dismantling times will be announced in the online shop of NürnbergMesse and at [www.sensor-test.com](http://www.sensor-test.com).

The exhibits and, if applicable, the stands themselves must be dismantled and removed from the exhibition centre by Friday, May 12, 2023, at 22.00 hrs., at the very latest. Failure to comply will result in considerable additional charges to the respective exhibitor.

### 24. Domestic Authority

The organizer shall have full authority within the exhibition complex, in the exhibition and congress halls as well as the access drives, for the entire duration of the event. This includes assembly and dismantling phases.

Animals are not permitted on the exhibition complex at any time.

The organizer is entitled to have photographs and films made of the exhibition, stands and exhibits and to use these for advertising purposes or press releases. Should you not wish that our photographer takes any pictures of your stand, please inform him accordingly before.

### 25. Terms of Limitation

All claims by the exhibitor against the organizer must be made within six months. This term of limitation starts with the last day of the event. Claims made thereafter will not be valid.

### 26. Insurance and Liability Exemption

The organizer does not undertake to safeguard exhibits or stand equipment and expressly declines all liability for any loss or damage. This exemption from liability is in no way impaired by the special security measures taken by the organizer.

Exhibitors are recommended to take out a liability insurance to cover theft and damage to exhibits and stand equipment at their own cost. The exhibitor is liable for damages caused by third parties which he has contracted.

Responsibility of the organizer shall be, in any case, confined to direct damages to property that are willful or attributable to gross negligence.

### 27. Data Protection

The organizer will store and process your data for the execution of your order, and – if necessary – may pass them on ring fenced to involved service partners. That applies as well for personal data of named contact persons or staff of your company. You agree to this with your signature and confirm that you have the appropriate consent of these persons. You can revoke this data storage at any time informally.

Detailed information about the organizer's data privacy and protection policy are available at: [www.sensor-test.com/privacy](http://www.sensor-test.com/privacy).

### 28. Circulars

Upon stand allocations, all exhibitors will be notified by circular letters of further details pertinent to the preparation and execution of the event.

### 29. Verbal Agreements

All verbal agreements, individual approvals and special arrangements require the organizer's written approval.

An agreement to diverge from the provision to submit requests, objections or other statements regarding these Conditions of Participation must be agreed upon in writing.

### 30. Final provisions

Place of performance and jurisdiction will be the legal domicile of the organizer.

This also applies to claims of the parties to this contract in regard to legal dunning proceedings.

Should any of the aforementioned clauses, conditions or articles be void or invalid, no other clauses, conditions or articles shall be affected thereby.

Should any provisions of these Conditions of Participation be void or invalid, recognizably intended provisions, which could have been legally agreed upon, shall be valid instead.

The original German text of the Terms and Conditions of Participation is binding. The law of the Federal Republic of Germany is applicable.

### Organizer

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