

# GENERAL TERMS & CONDITIONS FOR PARTICIPATION AT FEINDEF 2023

## 1. Organising entity

The organiser of FEINDEF 2023 is the FEINDEF FOUNDATION, with registered address at Paseo de las Delicias, 20 7ª Planta 28045 Madrid and Spanish Tax ID (NIF) G-01965441.

The FEINDEF FOUNDATION designates the METALIA GROUP as the entity in charge of providing the support services required for the planning and material execution of the FEINDEF 2023 event.

## 2. Applicable regulations

The FEINDEF 2023 BOOKING & PARTICIPATION REGULATIONS consist of all provisions, conditions and rules contained in the documents:

- The FEINDEF 2023 PARTICIPATION FORM, in its GENERAL TERMS & CONDITIONS section.
- The present document, GENERAL TERMS & CONDITIONS FOR PARTICIPATION AT FEINDEF 2023
- The IFEMA document: EXHIBITOR REGULATIONS, both what is set out in its section PARTICIPATION RULES FOR EXHIBITORS AT EXTERNALLY ORGANISED EXHIBITIONS and that which is set out in its APPENDICES.

Submitting the EXHIBITOR PARTICIPATION APPLICATION at FEINDEF 2023 entails full acceptance of the provisions and rules contained in the aforesaid documents. All of them can be found and downloaded on the FEINDEF 2023 Exhibition website ([www.feindef.com/normativa](http://www.feindef.com/normativa))

## 3. Participation

All companies, institutions and entities can participate at FEINDEF 2023 whose activities are included in the sectors that are the object of the show. Event management reserves the right to exclude any entities that may be involved in unfair competition or any other violation of the law established and those that totally or partially assign or sublet the floor space/stand booked.

## 4. Exhibition dates

The FEINDEF 2023 Exhibition will be held on 17, 18 and 19 May 2023

## 5. Opening hours

The hours when the exhibition will be open to the public are from 9.30am to 6.00pm. The presence of the general public is prohibited at the exhibition outside of these times, except for duly accredited personnel working on the stands, which may enter from 8.30am to 7.00pm.

## 6. Booking floor space / stands

To reserve your exhibitor space at FEINDEF 2023, you must complete this process:

- FEINDEF organisers will send you these documents:
  - o FEINDEF 2023 COMMERCIAL DOSSIER, with the different booking categories
  - o FEINDEF 2023 EXHIBITOR PARTICIPATION FORM
  - o The present document, GENERAL TERMS & CONDITIONS FOR PARTICIPATION AT FEINDEF 2023
  - o EXHIBITION MAP
- Fill out the EXHIBITOR PARTICIPATION FORM. Submit it as set out therein to Event organisation, and wait for confirmation.
- Event organisation will validate the form received and, if everything is correct, will send you an email CONFIRMING your application and attaching the bill for the first payment (40% of total amount) for your participation.
- Pay the bill and submit the deposit or transfer receipt to Event organisation. You have a 30-day period in which to do so. If the receipt has not been received within this period, your FEINDEF 2023 PARTICIPATION

FORM will be cancelled, where Event organisation may award the floor space set out in the form to another exhibitor.

- After receiving the receipt for your first payment, your participation application at FEINDEF 2023 shall be considered as fully accepted. Starting at this time, your FEINDEF 2023 PARTICIPATION FORM, along with the present document (GENERAL TERMS & CONDITIONS FOR PARTICIPATION AT FEINDEF 2023), shall represent your exhibitor participation agreement.

## **7. Participation categories, rates and basic services included**

There are 2 exhibitor participation categories at FEINDEF 2023:

### 7.1 Hiring of floor space + modular stand

7.1.1 Hiring of floor space + 9m<sup>2</sup> modular stand (3x3 m): 3750 euros + 10% VAT

7.1.2 Hiring of floor space + 18m<sup>2</sup> modular stand (6x3 m): 5400 euros + 10% VAT

7.1.3 Hiring of floor space + 36m<sup>2</sup> modular stand (6x6 m): 6600 euros + 10% VAT

7.1.4 Hiring of floor space + 60m<sup>2</sup> modular stand (6x10 m): 8350 euros + 10% VAT

The price includes:

- Hiring of space for a stand open to one or more corridors, depending on the location
- Setting up and hiring of modular stand defined by Event organisation, which consists of these items:
  - Structure: Stand manufactured in grey melamine
  - Fire-resistant exhibition carpet
  - Lighting and electricity (0.13 kW/m<sup>2</sup>)
  - Signage: Canvas tarpaulin with image measuring 2.80 x 2.53 metres for stands, and 5.80 x 2.53 m in all other cases
  - Furniture: 1 display counter, 1 table and 3 chairs for 3x3 stands, with 2 stools added in other cases
- Assembly fees required by IFEMA
- Compulsory insurance policies (civil liability and damage insurance) required by IFEMA
- Exhibitor passes and invitations
- One (1) parking space
- Inclusion on Exhibition promotional items
- Dismantling of stand
- First cleaning of stand

Participation fee for co-exhibitor company: 300 euros + 10% VAT

The removal by the exhibitor of any training or decorative element from the stand shall not lead to a price reduction. All material used, both structural and electronic, is hired and any damage or wear shall be billed according to the rate in force.

The exhibitor company must provide all graphic materials needed to design and operate the stand. This material must be submitted to the organisation 3 months before the event is held.

### 7.2 Hiring of floor space

7.2.1 Hiring of 30 to 100m<sup>2</sup>: 330 euros/m<sup>2</sup> + 10% VAT

7.2.2 Hiring of 101 to 200m<sup>2</sup>: 310 euros/m<sup>2</sup> + 10% VAT

7.2.3 Hiring of over 200m<sup>2</sup>: 290 euros/m<sup>2</sup> + 10% VAT

The price detailed for each case includes:

- Hiring of space for a stand open to one or more corridors, depending on the location
- Compulsory insurance policies (civil liability and damage insurance) required by IFEMA
- Exhibitor passes and invitations
- One (1) parking space
- Inclusion on Exhibition promotional items

Participation fee for co-exhibitor company: 300 euros + 10% VAT

Exhibitor participation under this category involves the compulsory booking of:

- Minimum electricity consumption (0.13 kW/m<sup>2</sup>): at the price of the IFEMA tariff in force for 2023
- Assembly fee (\*), at the price of the IFEMA tariff in force for 2023

(\*) The company handling free-design stand assembly tasks must pay Event organisation, before starting these works, the assembly right fees for the services provided by IFEMA during the setting up and dismantling period of the exhibition: health assistance service (ATS in Spanish), discounts for restaurant services, inspection of electrical wiring, connections and power supply during assembly and dismantling, use and maintenance of paint booths, personalised service for assemblers and individual signage of spaces.

The technical construction regulations for free-design stands shall be provided by Event organisation at the time the agreement is signed (document EXHIBITOR GUIDE).

The stand project must be submitted to Event organisation for its approval.

## 8. Payment schedule

The exhibitor shall pay the FEINDEF FOUNDATION the amount established depending on the category chosen, based on this payment schedule:

- 1st payment: 40% + 10% VAT within the 30 days following your confirmation as an exhibitor at FEINDEF 2023 and receipt of the pertinent bill
- 2nd payment: 60% + 10% VAT, upon receipt of the pertinent bill, up to 90 days before the assembly start date of the Exhibition. Deadline 13 February 2023.

The payment shall be made by bank transfer in the name of the FEINDEF FOUNDATION to the account ES42 0049 5115 3226 1627 0453, submitting the deposit or transfer receipt to the organisation.

If the aforesaid payments are not made within the established timelines, the exhibitor shall lose all rights to the spaces booked, as well as the amounts paid, where the Organiser can assign the booked spaces to other companies or dispose of them for its own use.

Starting on 13 February 2023, all applications must include a payment of 100% of the total amount.

According to legislation in force on the value added tax, non-Community companies, non-Spanish Intra-Community companies registered in the Register of Intra-Community Operators (ROI per its Spanish acronym), embassies, consulates and international organisations recognised by Spain shall be exempt from VAT.

## 9. Booking of additional services for participation

In addition to the basic services detailed in point 7 of this document, included in the price for the modular stand or hire of floor space, any exhibitor can directly book the services from IFEMA that are listed in the IFEMA Services Catalogue for the event.

Following regulations in force, the FEINDEF FOUNDATION shall notify its exhibitors of the assignment of their data to IFEMA for mailing the Services Catalogue marketed for the event.

If requesting the provision of any service, the data the exhibitor provided shall be added to an IFEMA file with the aim of managing their provision. IFEMA may use these data to make periodic communications, including electronically, to notify of exhibition activity – activities, contents and services – as well as sending them, under an obligation of confidentiality, to the companies collaborating with IFEMA in their provision, exclusively for the purpose of sending information about them and handling their tasks. The rights to access, rectify, oppose and erase these data may be exercised by sending a letter addressed to IFEMA: Data Protection, PO Box 67,067 (28080), Madrid, or by sending an email to: [protecciondedatos@ifema.es](mailto:protecciondedatos@ifema.es).

The services offered exclusively by IFEMA that must be booked directly with them include services like: compressed air, water outlets, Wi-Fi, internet, stand cleaning, etc. Event organisation shall provide a URL created by IFEMA with the services and rates offered exclusively for this event with enough advance prior to the holding of the event.

The deadline for booking the services mentioned in the previous paragraph is THIRTY (30) days before the assembly start date. IFEMA reserves the right to turn down requests for services received after this date.

If the provision of requested services is accepted within FIFTEEN (15) days before the assembly start date, during assembly or the holding of the Event, IFEMA shall apply a 25% surcharge to the rate established.

A service can be cancelled within FIFTEEN (15) days prior to the assembly start date or during assembly by paying 40% of the rate in question. If a service already provided is cancelled, 100% of its cost must be paid.

IFEMA shall establish controls for the entrance of goods so that only exhibitors that have already paid for the services requested in the IFEMA Services Catalogue are admitted entry.

In the booking category 'Hiring of floor space + modular stand', the additional services of 'electrical wiring' and 'construction items' that exhibitors want to add on top of that which is included in the price must be requested directly to Event organisation.

In addition to the above, Event organisation may also offer further services, such as booking advertising or other. Services that exhibitors book with organisers shall be billed separately, pursuant to the prices specified and paid in full before 14 March 2023.

## **10. Exhibitor renunciation**

After exhibitors have signed the PARTICIPATION APPLICATION as detailed in point 6 of this document, their tacit or express renunciation to participate at the exhibition is due reason for the loss of any amounts paid. If the renunciation takes place within the sixty (60) days before the start of the event, they can be required to fully pay for the space, even when it is later occupied by another exhibitor.

With regard to the additional services offered by IFEMA that the exhibitor may have booked directly with IFEMA via its Services Catalogue, the cancellation fees shall be applicable that are established in point 40 of the IFEMA document 'PARTICIPATION RULES FOR EXHIBITORS AT EXTERNALLY ORGANISED EXHIBITIONS'.

## **11. Exhibitor passes**

The exhibitor pass is the document verifying them as such, and the passes must be presented for all processes and paperwork undertaken at the Exhibition. Exhibitor passes shall be delivered by FEINDEF. In order to pick up exhibitor passes, exhibitors must prove that they are up to date with payments with Event organisation.

## **12. Accreditation of personnel**

Exhibitors, as well as the companies taking part in assembly, must be up-to-date with social security, taxes and other labour and tax regulations, as set out in legislation in force. If they are not, any liability they could incur shall be wholly their responsibility, where Event organisers shall not be held liable in any way.

## **13. Assembly & dismantling**

### For free-design stands:

- Assembly: from Saturday 13 to Tuesday 16 May 2023 from 8.30am to 9.30pm.
- Dismantling: Friday 19 May 2023 from 3.30 to 9.30pm (only removal of small items). Saturday 20 May 2023 from 8.30am to 9.30pm and Sunday 21 May 2023 from 8.30am to 3.30pm.

The technical construction regulations for free-design stands shall be provided by Event organisation at the time the agreement is signed (document EXHIBITOR GUIDE). They shall always be subject to the terms of the IFEMA document 'PARTICIPATION RULES FOR EXHIBITORS OF EXTERNALLY ORGANISED EXHIBITIONS / SECTION VAT / POINT 24').

For projects designing stands with a second storey, exhibitors must pay a fee equal to 50% of the price/m<sup>2</sup> of floor space.

Companies that select free-design stands must submit their plan to [operaciones@feindef.com](mailto:operaciones@feindef.com) for approval, before 1 April 2023.

### For modular stands:

- Assembly: Modular stands shall be available for exhibitors that booked this category of stand on Tuesday 16 May after 12.30pm, and can undertake their assembly and decoration until 9.30pm on this same day.
- Dismantling: Friday 19 May 2023 from 3.30 to 9.30pm. Saturday 20 May 2023 from 8.30am to 9.30pm and Sunday 21 May 2023 from 8.30am to 3.30pm.

The entry of assemblers and exhibitors and assembly tasks and equipping the stands shall not be permitted outside of the dates and times set out above. Assembly and dismantling dates cannot be extended.

Exhibitors that have not fully paid the costs from their participation at the Exhibition billed by FEINDEF or, where applicable, the amount for additional services booked directly with IFEMA, shall not be authorised to occupy their space and shall not be given, where applicable, their modular stands.

For free-design stands, exhibitors may request Event organisation for a quote for extending the assembly times and shall be billed after receiving acceptance. This extension shall only be permitted after submitting the payment receipt for the bill at least 60 days before the assembly start date of the Exhibition.

After the period established for dismantling the stand has ended, all materials still remaining in the pavilion shall be removed by IFEMA, with exhibitors losing all rights to claim for damages and losses to them. Further, exhibitors shall be responsible for paying expenses for their removal, billed by IFEMA at its established rates.

**14. Security and cleaning rules**

The Exhibition shall have its own security and security guard service. Event organisation shall maintain surveillance of the pavilions, although it shall not be responsible for materials and objects in each stand or the damages that objects, samples, assembly and/or exhibition materials could undergo before, during and after the holding of the event. After the assembly period, service roads must remain empty. The Event organisation's cleaning service may remove everything located in common areas after the assembly period has ended. Exhibitor companies must clean their own stands and may hire this service through IFEMA or hire any other company to do so. If hiring a cleaning service with a company other than IFEMA, they must notify Event organisation so that the service in question works directly with IFEMA for access of stand cleaning personnel.

The removal of materials at the beginning of the dismantling period is recommended. Event organisation shall not be held liable for any materials that are not insured and that are lost during the dismantling period.

**15. Service at the stands**

Exhibitors must be present at their stands and remain with the exhibited products throughout the period of the event during the official opening hours that the exhibition is open to the public. Stands cannot be closed during lunchtime, during which exhibitors must establish shifts so that they are always staffed. During the days of the event, exhibitors can access their stands starting at 8.30am and leave them when the exhibition closes and until 7.00pm.

**16. Change of dates or temporary suspension due to force majeure**

If, for reasons of force majeure, not attributable to Event organisation, the holding of the exhibition must be deferred to other dates in 2023, 50% of the price of the stand will be reimbursed. Exhibitors shall never lose the 50% withheld, since their stands shall continue to be booked and the withheld amounts shall be employed for holding the event on the new dates. If the exhibition is postponed until 2024, 70% of the price of the stand will be reimbursed. Exhibitors shall never lose the 30% withheld, since their stands shall continue to be booked and the withheld amounts shall be employed for holding the event on the new dates.

**17. Jurisdiction**

After the FEINDEF 2023 PARTICIPATION APPLICATION has been fully accepted and signed and has a binding nature, pursuant to point 6 of this document, it represents their participation agreement at FEINDEF 2023. This agreement is private. For all matters that arise from its interpretation and application, the parties submit to the jurisdiction of the competent courts and tribunals of Madrid, expressly waiving any other jurisdiction that could apply to them.

Madrid, ..... 20.....

Exhibitor signature and stamp