



## Terms and Conditions for company exhibitions and presentations during the XFEL and Photon Science Users' Meeting on January 26<sup>th</sup>, 2018

### Section 1 Services offered by DESY

In the frame of this year's XFEL Users' Meeting 2018 – Photon Science Users' Meeting 2018 (hereafter referred to as "event") DESY is providing the opportunity for interested companies to present their products and services and/or to advertise at the event and/or to place an advertisement in the program of this event.

(1) DESY provides the following services, which can be booked at the conditions stated in the price list below:

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|--|-----------------|
| (a) <b>Standard booth</b> , 6sqm,<br>Including one table, two chairs and electricity | <b>800,00 €</b> |
| (b) <b>Standard booth</b> , 4sqm,<br>Including one table, two chairs and electricity | <b>550,00 €</b> |
| (c) <b>for each additional table</b>   | <b>15,00 €</b>  |
| (d) <b>for each additional chair</b>   | <b>10,00 €</b>  |
| (e) <b>Poster wall</b> (size about 0,7 m times 1,2 m)<br>max. 3 per 6 m <sup>2</sup> | <b>25, 00 €</b> |

(f) Circuit of an advertisement for the Exhibitor in the program of the event. The program will be printed in black/white on standard paper (DIN A4)

<b>Half page advertisement</b> (landscape)	<b>200,00 €</b>
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- (2) DESY is responsible for the organisation of the event. As far as possible, wishes of the Exhibitor will be taken into account, if they are agreed upon in writing beforehand.
- (3) The display of a logo of the Exhibitor on the event's web page as well as on the event's poster with the logos of all the exhibitors is included.

### Section 2 Costs and Billing

- (1) Exhibitor shall pay the due amount plus statutory value added tax.
- (2) After registration for the event an invoice will be issued according to the chosen services. The agreed amount shall be paid at the latest 14 days after receipt of the invoice to the DESY account stipulated in the invoice.



### **Section 3**

#### **Conclusion of the agreement/ Withdrawal**

- (1) Upon registration for the event an agreement between DESY and the Exhibitor will become effective.
- (2) Due to operational reasons DESY reserves the right to withdraw from the contract one week prior to the beginning of the event. In this case, the Exhibitor will be reimbursed of costs incurred by the Exhibitor in connection with the event. These costs are limited to the amount mutually agreed upon.
- (3) Without giving reasons, the Exhibitor has the right to withdraw from the contract two calendar weeks prior to the beginning of the event. After that date DESY reserves the right to charge a deficiency compensation amounting to:

Withdrawal up to one calendar week prior to the event: 50 % of the agreed amount

Withdrawal within the last calendar week: 100 % of the agreed amount

- (4) The right of the parties to terminate this agreement for good cause remains unaffected.
- (5) In case the Exhibitor does not make use of the assigned booth on the day of the event, DESY reserves the right to reassign the exhibition booth to a third party at its own discretion. Revenues generated by the reallocation will be deducted from the amount due by the Exhibitor in terms of Section 3 subsection 3 sentence 2.

### **Section 4**

#### **Liability**

- (1) DESY's liability is limited to intent or gross negligence.
- (2) The exhibitor is responsible for the safety of his exhibition booth as well as for having adequate insurance covering any risk of loss or damage.
- (3) If the event is cancelled for reasons beyond their control, both parties are released from their contractual obligations. If the event does not take place due to reasons DESY is responsible for, the Exhibitor has the right to claim reimbursement of the costs already incurred. These costs are limited to the amount mutually agreed upon.

### **Section 5**

#### **Final Provisions**

- (1) Should any of the provisions of this agreement be or become invalid, the effectiveness of the other provisions and of this agreement remains unaffected.
- (2) This agreement is construed in accordance with and shall be governed by the law of the Federal Republic of Germany. Court of jurisdiction is Hamburg, Germany.