

# General Trade Fair and Exhibition Conditions

## 1 Registration

Application for authorisation to participate at the event is effected by submitting the "Exhibition Contract / Booth Registration" form with legally binding signature to the promoter.

The applicant is bound to his registration until 8 days after the registration deadline stipulated in the "Participation Conditions", but no longer than up to six weeks before the trade fair / exhibition opens, insofar as authorisation has not been issued in the meantime. In the case of registrations submitted later or after the registration deadline, the applicant is bound to his registration for 14 days.

Registrations to which conditions or restrictions have been added are disregarded. Requests for specific locations cannot be accepted as a condition for participation. No restraint of competition shall take place.

## 2 Acceptance of Trade Fair and Exhibition Conditions

By submitting the registration form, the exhibitor bindingly accepts the "General Trade Fair and Exhibition Conditions", the "Participation Conditions" for the respective events, the "Prices and Terms of Delivery", the "Technical Regulations/Guidelines" and the "House Rules" on his own behalf and on behalf of those who are employed by him at the event. The following order of priority shall apply to any contradictions amongst the individual bodies of rules and regulations.

- Exhibition Contract / Booth Registration
- Participation Conditions
- General Trade Fair and Exhibition Conditions
- Prices and Terms of Delivery
- Technical Regulations/Guidelines
- House Rules

All bodies of rules and regulations in the download area of the website for the respective event, which is identified in the registration form, must be reviewed and printed out. Upon request, these can also be provided by the promoter in printed form.

## 3 Authorisation to Participate, Contract Conclusion

The promoter, if applicable in cooperation with the exhibitor advisory board, shall decide at his own duty-bound discretion on the authorisation of exhibitors and the listed goods and services.

The promoter is entitled to restrict the registered exhibits and to change the registered amount of floor space for conceptual reasons. In the event of technically justified reasons he is also entitled to exclude individual exhibitors and suppliers from participation, insofar as it appears necessary to limit participation to specific groups of exhibitors, suppliers and visitors, in order to fulfil the purpose of the event.

The contract with the promoter becomes legally binding upon receipt by the exhibitor of written authorisation to participate. Should the content of the authorisation deviate from that of the registration, the contract comes into force in accordance with the authorisation if the exhibitor does not object in writing within eight workdays after receipt. Disregardance of booth location requests or other special requests does not justify any right of objection.

Authorisation to participate can be revoked if the prerequisites for issuance have not been, or are no longer, fulfilled.

## 4 Withdrawal, Termination

The exhibition contract is fundamentally legally binding. It can only be terminated for good cause, and withdrawal is only possible in accordance with applicable legal requirements.

If withdrawal is nevertheless allowed by the promoter after binding registration or issuance of authorisation to participate, this does not release the exhibitor from payment of floor space rental fees and all other costs incurred up to the respective point in time, or future costs which can no longer be avoided. Dismissal from the contractual relationship does not apply to other legal relationships entered into by the exhibitor with any third party or parties on the occasion of concluding the contract.

If the booth floor space in question can be rented to another party, the resultant rental fees shall be deducted from the floor space rental fees due from the dismissed exhibitor. However, only up to 75% of the floor space rental fees due from the dismissed exhibitor shall be credited. The remaining 25% shall be paid by the dismissed exhibitor as a flat-rate compensation fee for incurred processing expenses. The dismissed exhibitor is entitled to prove that the promoter has incurred less or no expenses. Regardless of this, the dismissed exhibitor must bear the costs of his entry in the exhibition catalogue, as well as all other costs which have already been incurred, or will be unavoidably incurred, as the result of goods and services already provided and/or the availment of third parties.

The promoter has good cause to terminate the contract without notice if:

- the exhibitor does not fulfil contractual obligations, including those contained in incorporated bodies of rules and regulations, even after a grace period has been granted
- the exhibitor is more than 14 days in arrears with payments, even after being dunned in writing
- insolvency proceedings have been requested or initiated against the exhibitor's assets
- the exhibitor's company has gone into liquidation
- the exhibitor has violated the commercial protective rights of a third party
- the exhibitor has gained authorisation to participate by means of incorrect or incomplete statements.

In the case of extraordinary contract termination by the promoter, the exhibitor is also still liable for stipulated rental fees in their full amount, incurred costs and unavoidable costs yet to be incurred, as well as all other damages sustained by the promoter.

If the booth floor space is rented to another party after the contract has been terminated, the provision set forth in section 4, paragraph 3, shall apply.

For the purposes of the above stipulated provisions, rental to another party has only taken place if authorisation to participate would not have been possible for the replacement exhibitor due to a lack of further floor space capacities. Otherwise, allocated booth floor space is occupied by the replacement exhibitor simply in order to fill the gap in the interest of the overall appearance of the event. If it is not possible to rent the floor space to another party, the promoter is entitled to fill the gap by means of reallocation of booth floor space, exchange of floor space with other exhibitors, free-of-charge relinquishment for accompanying activities, decoration or the like in the interest of the overall appearance of the event, without reducing his own claims against the exhibitor. Costs incurred by the promoter for filling the gap left by the exhibitor with decoration shall also be borne by the exhibitor.

## 5 Booth Floor Space Allocation

The promoter decides how booth floor space is allocated in consideration of the event concept, the subject matter of the trade fair / exhibition, the registered products and prevailing local conditions. The exhibitor is not entitled to the allocation of any specific booth location. Any such stipulations specified by the exhibitor in the Booth Registration are not binding for the promoter.

The exhibitor is notified of booth floor space allocation in writing, as a rule along with notification of authorisation to participate. In the case of subsequent notification, objections must be submitted in writing within eight days after booth floor space allocation.

The promoter is entitled to subsequently allocate a booth location which differs from the original allocation for urgent technical or organisational reasons, to change the size and dimensions of the booth floor space, to relocate or close off entrances, aisles and exits, and to make architectural changes to the exhibitions halls, as long as the interests of the exhibitor are not unreasonably impaired. In particular, the exhibitor must reckon with the fact that for technical reasons minimal restriction of the allocated booth floor space will be required.

Hall pillars, columns, wall projections and installation connections are an integral part of the allocated booth floor space, and cannot be construed as grounds for claims to reduction.

If allocated booth floor space is reduced by more than 10 cm in width and length, the promoter shall reimburse the rental fee difference to the exhibitor. Otherwise, the exhibitor is not entitled to any claims to reduction or other rights due to the above described changes.

## 6 Subletting, Co-Exhibitors, Other Third Parties

Subletting, or any other partial or complete relinquishment of booth floor space to co-exhibitors or other third parties, as well as the acceptance of contracts for other companies, must be approved by the promoter. Request for approval must be submitted to the promoter along with precise identification of the co-exhibitor or other third party, as well as the products to be exhibited and/or offered.

Even if such approval is granted, the promoter enters into a contractual relationship with the exhibitor (main exhibitor) only. Vis-à-vis the promoter, the main exhibitor is liable for adherence to all contractual and legal provisions on the part of the co-exhibitor or other third party as well, to whom the exhibitor has partially or completely relinquished booth floor space. In this respect, any negligence of the third party is tantamount to negligence of the exhibitor.

## 7 Communal Booths

No right to communal leasing of booth floor space by several exhibitors exists. However, the promoter may permit exceptions.

In the event of communal leasing of booth floor space by several exhibitors, the exhibitors must submit the name of a joint authorised representative to the promoter along with their registration. Statements addressed to this authorised representative by the promoter are deemed statements addressed to all of the other exhibitors of the communal booth as well.

The exhibitors of the communal booth are jointly and severally liable to the promoter for fulfilling all of the obligations which result from the exhibition contract.

## 8 Prices, AUMA Contribution

Value added tax is added to all of the prices quoted in the contract documents, prices and terms of delivery etc. at the legally valid rate, insofar as this is stipulated by law.

The promoter collects an administrative contribution per square metre of exhibition floor space in the name of and for the account of the Ausstellungs- und Messeausschuss der Deutschen Wirtschaft e.V. (Association of the German Trade Fair Industry/AUMA e.V.), which is listed separately in the invoice.

## 9 Terms of Payment, Right of Retention, Lien

The stipulated booth floor space rental fees are due and payable in full as soon as the contract comes into force. Fees are payable within 8 days after receipt of the invoice.

The promoter is entitled to require advance payment from the exhibitor for ancillary services to be rendered by himself amounting to the anticipated actual costs. No interest is paid on advance payments, which must be brought to account within one month after the event has closed.

Any credit remaining from advance payments shall be reimbursed to the main exhibitor. In the case of communal booths, reimbursement to one of the exhibitors releases the promoter from any debt to the other exhibitors as well.

If the exhibitor is in arrears with regard to his financial obligations, the promoter is entitled to exercise his right of retention of booth floor space and all other contractual services to be rendered by himself irrespective of his right to terminate in accordance with section 4, and his right to claim compensation for all damages caused by delay.

The exhibitor is only entitled to offset his own claims against the promoter's due and payable claims insofar as the exhibitor's claims are uncontested or have been declared legally binding by a court of law.

The promoter has the right to place a lien on objects brought to the exhibition by the exhibitor for all of the exhibitor's unfulfilled obligations and damages resulting therefrom. After providing written notification, he is entitled to liquidate pledged property by means of over-the-counter trade. The promoter assumes no liability for loss of or damage to pledged property through no fault of his own.

## 10 Booth Setup

The booth must be set up during the specified setup days, and setup must be complete no later than 12 hours before the event opens.

If the exhibitor has not started to set up his booth no later than 12 noon of the last specified setup day for reasons which are beyond the control of the promoter, the promoter is entitled to make other use of the floor space.

The tardy exhibitor is nevertheless liable for the stipulated floor space fees and other costs, and if applicable further costs resulting from his tardiness for gap filling, floor space decoration etc.

## 11 Layout and Furnishings

The name and address of the booth proprietor must be attached to the booth in a plainly recognisable manner for the entire duration of the event. Furnishing of the booth, if applicable provided by the promoter in a uniform layout, is the responsibility of the exhibitor. The promoter's stipulations must be adhered to in the interest of good overall appearance. Upon request from the promoter, plans must be submitted for all booths or advertising space.

As minimum requirements clean walls facing the booth boundaries to neighbouring booths and suitable floor covering which has been approved by the promoter are mandatory.

Further stipulations result from the incorporated technical regulations/guidelines, to which the promoter refers expressly.

The promoter is entitled to demand that booths, whose setup have not been approved or which are not in compliance with the exhibition conditions, are altered or removed. If the exhibitor does not comply with a corresponding request without delay, the promoter is entitled to arrange for such removal or alteration at the cost of the exhibitor. If, for the same reason, the booth has to be closed, the exhibitor has no right to claim reimbursement of the floor space rental fees.

## 12 Operating Duties, Booth Operation

The exhibitor is required to occupy the booth for the entire duration of the trade fair / exhibition with the registered exhibits, and to man it with knowledgeable personnel.

Booth cleaning is the responsibility of the exhibitor. The booth must be cleaned each day after the event closes.

The exhibitor is required to avoid waste, and to separate trash according to recyclable materials. Additional disposal costs will be invoiced in accordance with the polluter-pays principle.

The storage of empty containers on booth floor space is prohibited for fire prevention reasons.

## 13 Advertising Promotions

Advertising promotions of all types are permitted within the confines of the booth only.

Even within the confines of the booth, advertising promotions are only permitted to a limited extent. Advertising promotions are impermissible if they:

- make reference to goods and services other than those approved by the promoter
- make reference to suppliers, other external companies and customers
- demonstrate ideological or political characteristics
- disturb other exhibitors or visitor flow
- advertise competing events
- violate legal or official regulations, or offend common decency

The use of loudspeaker systems, musical and/or slide presentations, as well as audio and video media of any type – even for advertising purposes – must be expressly approved by the promoter and approval must be requested in good time.

In the interest of maintaining orderly trade fair / exhibition operations, the demonstration of machines, acoustic devices, slide projectors and other devices whose operation might disturb the event or other exhibitors, may be restricted even after approval has been issued, or approval may be revoked.

## 14 Installations

The promoter provides basic technical building services (heat, ventilation, lighting of common areas). The costs for these services are included in floor space rental fees.

Supply connections desired by the exhibitor at his booth (water, compressed air, sprinkler, electricity, telecommunications), as well as disposal connections (e.g. for exhaust gas), must be ordered separately. The costs of installation and consumption are borne by the exhibitor.

If ring circuits are used, the costs are split proportionately. All installations up to the booth connection must be carried out by companies approved by the promoter. These companies receive orders through the mediation of and with the consent of the promoter, and they invoice the installation and consumption directly to the exhibitor.

The exhibitor is solely responsible for connections and installations within the confines of the booth in compliance with all legal and official regulations.

Connections and devices which do not have the necessary technical approval, do not comply with applicable regulations or whose consumption exceeds the volumes specified in the order may be removed or shut down at the exhibitor's expense. The exhibitor is liable for all damages which result herefrom, or from the uncontrolled consumption of energy, water etc. The use of gases of any type is only permissible with the promoter's approval.

The exhibitor is obligated to allow other exhibitors to use supply ducts which are located at his booth location, insofar as separate recording of consumption costs is possible.

The promoter assumes no liability for interruptions or fluctuations in electrical, water, gas and compressed air supply lines, wastewater disposal lines or data and communications connections, insofar as he cannot be rightfully accused of malicious intent or gross negligence.

## 15 Surveillance

The promoter shall arrange for general surveillance of the grounds and the hall, without assuming any duty to exercise proper care for booth furnishings, exhibits or other objects brought to the event by the exhibitor. The exhibitor is solely responsible for the supervision and surveillance of the booth and all objects brought to the event by himself. This also applies during setup and dismantling times.

Booth surveillance services can be arranged for through the promoter. Booth surveillance services outside of official setup, dismantling and event times can only be arranged for directly with the promoter's contract service providers.

The exhibitor must keep valuable and easily transportable objects under lock and key outside of general trade fair / exhibition opening times.

The promoter recommends the procurement of appropriate insurance coverage.

## 16 Exhibitor IDs

The trade fair grounds can only be entered by persons bearing an exhibitor ID issued by the promoter. These may only be used by the exhibitor named therein, by his booth personnel and by his representatives, and are non-transferable. In the case of misuse, exhibitor IDs may be revoked by the promoter.

IDs required by the exhibitor for other third parties (e.g. workers from external service providers) can be additionally requested from the promoter for a fee.

## 17 Industrial Property Rights

The exhibitor must assure that third party industrial property rights to exhibits are not violated.

In the event that the violation of industrial property rights is substantiated, the promoter has the right to remove the exhibits from the booth or to close the booth, and to bar the exhibitor from the current event and future events without compensation.

This also applies correspondingly in the event of any other serious, substantiated, anticompetitive conduct.

In the event that copyrighted works are played back at the booth, paragraph 15 of the copyright law must be complied with. Obtaining permission from the responsible copyright protection organization (e.g. GEMA) is the responsibility of the exhibitor.

## 18 Photographs, Other Image and Sound Recordings, Data Protection

Throughout the entire exhibition facilities and grounds, commercial image and sound recordings of any type, as well as the production of drawings of exhibits, are only permissible after receiving written consent from the promoter. The promoter assumes no liability for the freedom from any third party rights to such copies.

The promoter is entitled to produce or arrange for the production of image and sound recordings of trade fair booths and exhibits for the purpose of documentation or for his own publications. This right also covers employees of the exhibitor who are included in such recordings.

The exhibitor consents to automatic processing and electronic storage of his entries, as well as forwarding of his entries by the promoter for business purposes.

## 19 Dismantling

The removal of exhibits, as well as partial or complete dismantling of the booth may not be begun until after the event has closed. In the event of violation of this clause, the exhibitor shall be required to pay a contractual penalty amounting to 50% of his floor space rental fees.

Exhibits may not be removed if the promoter has previously enforced a lien. Notification of enforcement of lien must be handed over to the representatives of the exhibitor who are present at the booth. If the exhibits are nevertheless removed, this shall be deemed violation of lien.

Exhibition floor space must be fully vacated at the time designated for the completion of dismantling, or if no such deadline has been specified, no later than three hours after the event closes, and must be returned to the promoter in the same condition in which it was received.

If the floor space is not vacated on time, the promoter is entitled to vacate the floor space and to place objects left behind into storage at the expense of the exhibitor. After one month has elapsed and after submitting written notification, the promoter is also entitled to arrange for the auctioning off of objects left behind by the exhibitor, or to sell them over the counter insofar as they have a market price. The promoter is only liable for damage to or loss of such objects in the event of malicious intent or gross negligence.

The promoter is entitled to dispose of obviously worthless objects, in particular packaging materials, at the expense of the exhibitor.

## 20 Receipt of Goods

The promoter is not obligated to receive shipments of any sort addressed to the exhibitor on his behalf. If the promoter nevertheless receives such shipments by way of exception, he does so at no charge to the exhibitor, but assumes no liability for loss or damage unless he can be rightfully accused of malicious intent.

## 21 Warranty, Force Majeure, Insurance, Liability, Limitation

The exhibitor is only entitled to reduced rental fees if the elimination of rental object defects has been unsuccessful, or if the promoter has made no attempt to eliminate defects even after a grace period has been granted.

If the promoter is no longer able to make the booth floor space available for reasons beyond his control, the exhibitor shall be notified without delay. The exhibitor shall be released from his obligation to pay booth floor space rental fees in this case, and fees which have already been paid shall be reimbursed to him. The exhibitor is not entitled to claim compensation for damages as the result of such non-availability.

The exhibitor is liable to the promoter for any and all damages which he, his employees, third parties with whom he has contracted or other third parties he has commissioned to fulfil his obligations inflict upon the promoter.

The promoter bears absolutely no insured risk for the exhibitor. He recommends that the exhibitor procure his own insurance coverage, and if applicable arrange for surveillance services.

Otherwise, the promoter is liable in accordance with applicable legal regulations, insofar as the exhibitor makes claims for the compensation of damages which are based upon malicious intent or gross negligence on the part of the promoter, his representatives or his agents. With the exception of cases in which the promoter can be rightfully accused of intentional breach of contract or culpable violation of a major contractual obligation, his liability is limited to foreseeable, typical damages. Liability for culpable injury to life, limb and health remain unaffected by this provision.

Insofar as not otherwise specified above, liability of the promoter is excluded regardless of the legal nature of the claim.

The above specified liability provisions apply accordingly to all services rendered by the promoter within the context of the exhibitor's participation in the event.

All limitations and exclusions of liability in favour of the promoter also apply to the personal liability of his executive bodies, salaried employees, workers, other employees, subcontractors and vicarious agents.

The exhibitor's contractual claims vis-à-vis the promoter fall under the statute of limitations within a period of 12 months. The statutory period of limitation begins at the end of the month during which the final day of the event takes place. Claims resulting from intentional breach of contract are subject to the legal statutory period of limitation.

The promoter's claims for compensation resulting from alteration or degradation of the rental object fall under the statute of limitations one year after the point in time at which the rental object is returned to the promoter.

## **22 Property Holders' Rights, Violations of Contract Conditions**

The promoter exercises property holders' rights throughout the entire exhibition area for the entire duration of the event, as well as during setup and dismantling times. He is entitled to enact house rules.

Notwithstanding his right to terminate for good cause, the promoter has the right to have the booth closed in the event of serious violations of contract conditions or other violations which continue even after the issuance of warnings, as well as violations against public law, or in the case of conduct demonstrated by the exhibitor, his personnel or representatives which jeopardises a smoothly running event. This applies in particular if the exhibitor violates legal regulations, offends common decency or contradicts the purpose of the event with advertising promotions.

The promoter assumes no liability for the economic consequences of closing the booth in these cases. The exhibitor is not entitled to any reduction of floor space rental fees. He is liable for all direct and indirect consequences of non-compliance with contractual and legal regulations.

## **23 Applicable Law, Place of Fulfilment, Court of Jurisdiction**

The laws of the Federal Republic of Germany, with the exception of the United Nations Convention on Contracts for the International Sale of Goods (CISG), applies exclusively to all of the legal relationships between the promoter, as well as his employees, subcontractors and vicarious agents on the one hand and, on the other hand, the exhibitor, as well as his employees, subcontractors and vicarious agents. The German version of the text is binding with regard to all contract documents.

Place of fulfilment and court of jurisdiction for all disputes arising either directly or indirectly from the contractual relationship – also for lawsuits based entirely on documentary evidence and special procedures for deciding claims arising out of bills of exchange or cheques – is the promoter's place of business insofar as the contract partner is a merchant, a body corporate organised under public law, a special fund under public law or, without being a consumer, has no general court of jurisdiction in Germany. However, the promoter reserves the right to assert his claims at the presiding court of jurisdiction at the exhibitor's place of business.

## **24 Collateral Agreements, Severability Clause**

Collateral agreements are only binding if they have been entered into in writing or have been confirmed in writing by the promoter.

These conditions, as well as the exhibition contract, retain their validity even if individual conditions are invalid.