

# General Terms and Conditions for trade fairs, exhibitions, conferences, etc.

## 1 Scope of these GTC

### 1.1 General information

These terms and conditions apply to the contract between us as the general contractor commissioned by the organizer and you as the exhibitor.

**General contractor and  
Your contractual partner is:**  
DKM Business Events GmbH  
Paul-Sorge-Str. 28, 22459 Hamburg  
Germany

**Organizer is:**  
Kontec Company for  
technical communication GmbH  
Dudenstr. 6, 68167 Mannheim  
Germany

### 1.2 Your AGB

Your General Terms and Conditions shall only apply if we have expressly agreed to them in writing and excluded our General Terms and Conditions.

## 2 Conclusion of contract / subject matter of contract / approval

### 2.1 Origin

The exhibitor contract is only concluded by written agreement.

You submit your offer by completing the registration form and sending it to us, as well as by making a verbal registration if necessary. Unless otherwise agreed, you are bound to your offer for 4 weeks.

A registration must be made for each stand.

We declare acceptance by means of a written confirmation. This concludes the contract (approval).

### 2.1 Authorization

Admission is based on the suitability of the applicant and the best possible match with our event concept. An entitlement to admission exists within the scope of the determination.

The following applications are generally excluded from admission to events subject to commercial law

- Applications that do not contain the information, documents and evidence required in the event description and are therefore incomplete
- Applicants for whom facts justify the assumption that they do not possess the reliability required for the respective event. This applies in particular to violations of labor law regulations, lack of occupational safety, violations of regulations and orders of the authorities or the responsible district administration.

## 2.2 Contents, scope

The subject matter of the contract is the scope of services specified in the registration form or confirmation. Additional services can or must be booked for a fee.

## 2.3 Declarations from/to employees

Employees, freelancers, representatives of the venue or service providers of ours are not authorized to make verbal collateral agreements or to give written assurances that go beyond the actual contract, unless we have expressly named this person as authorized beforehand.

## 2.4 Entitlement to participation

You cannot derive any claim to participation from participation in previous years, a reservation or advance booking. This does not apply if we have expressly made the reservation or booking as binding.

## 2.5 Conditions and requirements of third parties

In the interests of all parties involved, they are obliged to observe the venue's guidelines with regard to safety, stand construction, fire protection, infection control and hygiene. In individual cases, the guidelines of the event venue at the time of entering the event site shall take precedence.

In all other respects, the following rules apply with regard to safety, stand construction, fire protection, infection control and hygiene

- House rules,
- General Terms and Conditions,
- Technical regulations,
- Safety regulations and guidelines

and similar regulations with regard to safety and order of the respective event venue, which you acknowledge, submit to and, if necessary, can obtain from the operator of the event venue or from us.

These provisions of the venue shall take precedence over our GTC if they set stricter requirements than we do. Our GTC shall take precedence if our GTC stipulate stricter requirements. In the event of a contradiction, the venue's provisions shall take precedence for reasons of overall event safety.

## 2.6 Special regulations for infection control and civil protection

The hygiene regulations and official requirements in force at the venue or event location at the time of the event shall apply.

It is a condition for admission to the event site or venue that you, your employees and assistants can and will fully comply with these hygiene rules and requirements during your stay at the venue and cooperate in complying with the hygiene rules and requirements.

Please note that these rules can be adapted at any time - even at short notice before or during the event - to the dynamic development of any infection situation in the interests of health and population protection.

Violations of the hygiene rules will result in exclusion from the event.

You are responsible for ensuring that your employees or assistants working on site are fully informed and instructed about the hygiene rules.

Any further requirements arising from official regulations or state provisions shall take precedence.

These provisions apply to any type of virus or infectious disease, in the event of the occurrence or spread of which an authority, federal, state, city, municipality or similar orders or even recommends measures for the venue or event.

These conditions apply accordingly to other protective measures that are necessary in the overriding interest of civil protection (e.g. defense against terrorism).

### 2.7 Assumption of responsibility through audit or non-audit

If we do not exercise a right to which we are entitled under these Terms and Conditions or our contract (e.g. for acceptance, inspection, access, etc.), this shall not affect our statutory and contractually agreed responsibilities.

## **3 Exhibitor fees / Terms of payment**

### 3.1 Prices

The exhibitor fees and prices according to the respective exhibition description/exhibitor manual apply.

### 3.2 Price components

The exhibitor fees only cover those cost components that result from the respective event description

Additional equipment requests, furniture, flooring, stand walls, rental costs, connections for telephone, WLAN, electricity and water, parking fees, etc. will be added if they are not expressly stated in the event description.

The fees include an entry in the exhibitor catalog (print and online). When you register, you provide us with your desired text in accordance with our specifications. We may change your text if this is necessary for editorial reasons, provided that this does not change the content of the text. Subsequent changes to these texts can only be made for a fee. Section 9 applies in particular to the content.

### 3.3 Other information on prices

Prices quoted are net prices plus statutory VAT and are in euros.

Any costs associated with the payment/transfer shall be borne by the customer/exhibitor.

### 3.4 Terms of payment, invoice

The costs are due with the stand confirmation (allocation of stand space).

The invoice issued to you is due after 30 days, but before the official start of construction.

We can send our invoices either as an e-invoice (Xrechnung, in ZUGFeRD format or similar) or as an invoice in PDF format, as long as the invoice in PDF format is still permitted by law.

### 3.5 Non-payment

If irrevocable payment is not received at the latest 6 weeks after invoicing or in any case before the official start of construction, we shall be entitled to dispose of the stand space elsewhere; however, we shall retain our claim to payment.

You will be released from your payment obligation if a new exhibitor has also paid new or differently agreed fees and costs.

A new exhibitor is only considered a replacement if this exhibitor has either become a new exhibitor exclusively through your intervention or if all other stand spaces that were free from the outset are already occupied and a new exhibitor can therefore move up to your space at all. If space becomes available after you and other exhibitors have been admitted, the priority principle applies to the subsequent allocation of new exhibitors (i.e. if exhibitor A drops out and space A becomes available, a new exhibitor will first be allocated to space A, etc.). We are not obliged to try to find a new exhibitor. The cancellation regulations have priority if they are more favorable for you in terms of costs.

### 3.6 Non-participation

The agreed fees and costs must also be paid if you do not occupy your stand or space or do not occupy it completely for reasons for which we are not responsible and which are not regulated in these GTC.

We may ask you to declare whether you will still occupy the stand; if we do not receive an immediate response, we may reallocate the stand or decorate the empty space.

We may charge you for the costs of appropriate decoration. Section 3.5 applies if the event is otherwise assigned to a third party.

### 3.7 Risk assumption

The number of exhibitors, the number of presentations and/or the number of visitors or your expectations regarding these figures or experience from previous years of the event or other events shall not entitle you to a reduction in the agreed prices, to withdraw from the contract or to terminate the contract or to other grounds for dissolution, unless we have quantified and guaranteed these figures; your expectations or experience shall also not form the basis of the contract, unless we have expressly quantified these figures and agreed them as the basis of the contract.

## **4 Stand location, allocation**

### 4.1 Entitlement to specific space, relocation of the space

We may allocate space to exhibitors at our own discretion; there is no entitlement to a specific space unless this has been bindingly agreed in writing.

We may relocate the allocated stand space, unless bindingly agreed, provided that the relocation is reasonable for you and does not impair the purpose of the contract.

Insofar as changes become necessary for good cause or due to unforeseen events (e.g. force majeure), it is agreed that changes and adjustments to stand areas and sizes or exhibitor fees shall always be deemed to be a less severe measure than a cancellation/termination and that both contracting parties shall first attempt to bring the necessity into line with the purpose of the contract.

## 4.2 Transfer to third parties

The space allocated to you may only be transferred to third parties (including sub-exhibitors or co-exhibitors) with our prior written consent (see Section 5)

# 5 **Co-exhibitor**

## 5.1 General information

If there are other co-exhibitors on a stand area in addition to the exhibitor, these must be registered and approved by us. We may exclude individual co-exhibitors from admission for good cause, but this shall not affect the registration of the others.

## 5.2 Main exhibitor

The main exhibitor is the person who submits the application. There can only be one main exhibitor per stand.

## 5.3 Co-exhibitor

A co-exhibitor is anyone who, in relation to the (main) exhibitor, has a different legal form, a different company name, a different shareholder structure, a different tax number, a different target group and/or a different service portfolio and is also present on the stand and offers services, goods or a person as a contact person. In the event of a dispute, the main exhibitor and those present who are classified by us as co-exhibitors must prove that the above requirements are not met. If proof is not provided prior to the event, we may nevertheless demand payment as a co-exhibitor; the amount will then be refunded when proof is provided.

## 5.4 Joint exhibitor

Joint exhibitors are exhibitors who appear together on the stand and to event visitors (e.g. as an association, network or similar) and register as joint exhibitors.

## 5.5 Joint liability

The main exhibitor shall be liable for the exhibitor fee and any additional costs incurred as a result of further orders.

The main exhibitor and each co-exhibitor are jointly and severally liable for the exhibitor fee payable by the co-exhibitor as well as any additional costs incurred as a result of further orders placed by the co-exhibitor.

The main exhibitor guarantees and is responsible for ensuring that joint and co-exhibitors registered by him are aware of these GTC and comply with them.

Joint exhibitors are jointly and severally liable.

## 5.6 Negotiations, agreements, following instructions

Joint exhibitors designate one person, in case of doubt this is the person submitting the application, who can make and receive binding declarations for all joint exhibitors.

An instruction shall apply equally to or against main exhibitors, joint exhibitors and co-exhibitors if and to the extent that it has been issued by at least one representative present on the stand, even if this is only an individual main exhibitor, joint exhibitor or co-exhibitor.

## 5.7 Termination

Notice of termination may also be given only to one or more joint exhibitors or co-exhibitors.

If notice of termination or revocation of admission is given to the main exhibitor, it shall also apply to all co-exhibitors who have not been terminated and are still formally admitted, unless one of them expressly assumes the obligations of the main exhibitor in writing.

## **6 Our services / Exhibitor requirements / Accessories / Stand equipment**

Our specific services are set out in the individual offer or contract.

### 6.1 Area description

Unless otherwise agreed, we will provide an empty space within the area designated for the event on the event site as well as the services described in the Exhibitor Manual.

### 6.2 Replacement of services

We may replace individual services with similar services insofar as they are reasonable for you and do not impair the purpose of the contract.

### 6.3 Non-utilization of ordered services

Services that are not utilized by you do not lead to a reduction of any agreed exhibitor fees or costs, insofar as the non-utilization is not our fault or other cases regulated here in these GTC apply.

### 6.4 Ordering furniture, catering, etc.

Water, waste water, waste disposal, catering etc. can be ordered via the operator of the venue.

Furniture, floor coverings and additional electricity (e.g. high-voltage current) etc. can be ordered via our respective contract stand builder.

Ceiling suspensions (rigging) must be approved in advance by us or our contract stand builder and can then be ordered from our contract technical service provider.

## **7 Obligations of the exhibitor**

### 7.1 General information

All exhibitors, visitors and we as organizers have an interest in ensuring that the exhibition is as attractive, interesting and complete as possible, both immediately after the start of admission and until the end of the event. We have therefore drawn up some strict rules that impose obligations on all exhibitors, but also help to ensure that all exhibitors can benefit as much as possible from a successful exhibition.

Your stand, stand structures and services offered as well as the appearance of your employees or assistants must be in line with the purpose of the event .

## 7.2 No reduction in obligations due to our controls

An inspection or acceptance by us, our assistants or representatives of the event location does not alter your continued comprehensive and independent responsibility for your stand area and operation.

## 7.3 No acquiescence in case of non-punishment

Non-inspection, non-punishment or inaction on our part expressly does not constitute tolerance of any violations of these GTC and agreements, and therefore does not entitle you to the continuation or protection of actions or omissions that are in breach of contract, law or other regulations.

## 7.4 Your duties

Unless otherwise agreed, you undertake to provide the following services, unless expressly agreed otherwise:

- Payment of exhibitor fees and any ancillary costs.
- Construction, operation and dismantling of your own stand area.
- Disposal of your own waste.
- Clearance of own packaging material and advertising material.
- Operation of own stand area, staffing of own stand area in accordance with these conditions.
- Bring your own advertising material.
- Fulfillment of own payment obligations such as GEMA, artists' social security fund, permits, etc.
- Observance of these General Terms and Conditions.

You bear the costs incurred for your services yourself.

Your company name or the company name must be clearly visible in the form of stand lettering.

## 7.5 Minimum requirements for a stand

Pure table presentations are not permitted (i.e. merely setting up a table with or without a tablecloth or flag or similar is not sufficient for stand operation).

## 7.6 Submission of the stand plan

You are obliged to submit a plan of your structures and equipment on your stand area. This plan must show at least the heights, widths and lengths of these structures and equipment. The plan must be submitted within the deadline specified in the handbook.

The stand, its superstructures and equipment may only be erected as shown on the plan submitted to us in advance.

The plan is not necessary if only exhibition walls are set up on your stand area by a stand builder and movable furniture is used.

## 7.7 No disturbance of stand neighbors

You must set up, operate and dismantle your stand or area in such a way that it does not exceed the space to which you are entitled and does not disturb or interfere with other (co-)exhibitors.

## 7.8 Deliveries before assembly

Expected deliveries of small exhibition stands, e.g. in shipping garbage cans, exhibition materials, materials (brochures etc.) etc. prior to your own set-up must be notified to the event venue in advance and clearly marked with a reference to the event for delivery and interim storage.

Delivery is possible a maximum of 1 week before the official start of set-up. Earlier delivery is possible in consultation with the venue or us for an additional fee.

The conclusion of a safekeeping agreement in accordance with § 688 BGB is expressly excluded.

## 7.9 Deliveries during the event

Deliveries or collections of goods and any deliveries to the stand by means of vehicles may only be made with the consent of the operator of the event venue, and then only outside the opening hours or event times. No motor vehicle or similar means of transportation may be used for any necessary subsequent deliveries within the event site during opening hours. In any case, the traffic regulations and any specifications of the operator of the event venue must be observed.

## 7.10 Assembly and dismantling

Stands must be erected by our contract stand constructor. If you erect your stand and stand structures (including walls) yourself or commission your own stand builder, our contract stand builder must expressly approve these before the start of the event.

You are responsible for transportation to, in and from the stand area.

We will provide specific information on stand dismantling times in advance or dismantling will be carried out by agreement; the decisive factor for timely dismantling is that the stand is returned to us swept clean.

The application of stickers to pillars, glass surfaces, walls, floors, windows, ceilings, screens and mirrors etc. and any surfaces that have not been expressly provided for the application of stickers is prohibited on the entire premises of the event venue.

Driving nails or decorative needles etc. into pillars, curtains, floors, ceilings and walls is prohibited, as are drilling holes and structural alterations of any kind. If drilling or similar is necessary for you, the owner of the venue must expressly agree to this in advance.

It is prohibited to place or lean objects against walls (not: stand construction walls), pillars and mirrors.

Adhesive tapes for sticking cables or for attaching posters etc. to rented exhibition structures must be removed without leaving any residue, as must any posters/placards etc. and other suspensions, otherwise any resulting damage may be invoiced.

Dismantling or dismantling is only permitted at the end of the official opening hours of the event

Dismantling work must be completed within the agreed period. Trade fair stands, exhibits or other materials must be removed immediately after the end of the event and the area provided must be returned swept clean; temporary storage may be possible by prior



arrangement and for a fee. This applies accordingly to the temporary storage of any transport containers during the event. The conclusion of a safekeeping contract in accordance with § 688 BGB is expressly excluded.

In general, you are responsible for the transportation of materials brought into the venue. You must bring your own trolleys, handcarts, etc. for transportation within the building on site or rent them from the venue operator or at the venue for an additional fee; these may only be used for their intended purpose. You are jointly liable with the operator of the means of transportation for any damage to the floor, walls, etc. caused by the latter.

#### 7.11 Parking facilities, delivery, driving on the site

Driving on the premises is only permitted in accordance with the conditions of the venue operator. Parking on the event area is prohibited.

The possible times for delivery outside the event times will be communicated by us on request.

Vehicles that are permitted to enter the site for loading or unloading must leave the site again immediately or be parked properly when the loading process is complete.

Any transit tickets issued by us must always be completed and clearly visible in the vehicle. Please also provide us with the vehicle details.

Driving on the site is only permitted with caution, adapted to visibility conditions and at walking speed.

Maneuvering work, in particular reversing, is only permitted with personnel for instruction or a reversing camera or by exercising all due care with the radio switched off and the windows open.

Vehicles and auxiliary machinery (e.g. forklifts) may only be used on the premises for their intended purpose.

Driving on green areas and unpaved paths is not permitted.

You must apply for and pay for any necessary special permits (e.g. for a weight of more than 7.5 tons, for Sunday journeys, etc.) yourself and provide us with proof upon request.

#### 7.12 Standby mode

At your stand you may only present your goods, services, exhibits etc. or those of your co-authorized joint exhibitors or co-exhibitors.

You must keep your stand fully and continuously staffed with knowledgeable personnel as well as with registered (advertising) materials and goods during the entire opening hours for visitors. At least one person at the stand must be able to speak German or English.

You must operate your stand area until the official end of visitor opening hours. Dismantling or leaving the stand before this time is only permitted with our consent and only for good cause.

You may only offer the services, products and goods for which you are registered. We may remove non-registered products or goods or advertising for non-registered services, products and goods at your expense without prior notice.

Unless otherwise agreed, you are responsible for equipping your stand.

We must expressly approve in advance the presence of persons who could cause disturbances due to their prominence or other circumstances (gatherings, crowds, protests, etc.).

The use or deployment of objects that could lead to disturbances due to their nature or other circumstances (noise, odor, crowds, etc.) must be expressly approved by us in advance.

You are obliged to keep your stand clean and tidy at all times.

You are responsible for the safe operation of your stand. Even acceptance or an inspection, e.g. by us, the operator of the event venue, the fire department or the public order office, etc., does not release you from your responsibility.

The location and size of the stand may not be changed or extended unless we have expressly agreed to this in advance. Any enlargements will be invoiced subsequently.

Any activities by you or your representatives outside the stand (e.g. advertising) are only permitted with our prior express written consent.

If a contract can be concluded at your stand, you are responsible for checking and implementing any applicable statutory provisions (in particular consumer protection regulations).

#### 7.13 Alcohol and others

For safety reasons, you and your employees or your authorized personnel may not consume alcohol or intoxicating substances or be under the influence of alcohol or intoxicating substances during set-up and dismantling if they are on duty or are still on duty.

#### 7.14 Drones or flying devices

Drones or aircraft may not be used on the premises or within 500 meters of the site boundary without our express prior written permission. Our permission is always subject to the reservation of any official permits, which you are responsible for obtaining and paying for.

#### 7.15 Animals

Animals are not permitted in the venue.

#### 7.16 Right of access

We and our authorized personnel as well as the representatives of the event location have the right to enter the stand and all ancillary areas at any time and to inspect compliance with the agreements and regulations or to demand information on compliance with the agreements and regulations.

#### 7.17 Sales, offers and advertising

The sale of goods or services for money is not permitted.

Brochures, printed matter, etc. may only be displayed and distributed on the exhibitor's own stand.

The playing of music or the use of acoustic equipment is only permitted with our prior express written consent and only insofar as neighboring exhibitors do not feel or are not impaired by this.

You must obtain licenses from GEMA and other collecting societies yourself at your own expense.

Events and functions on the stand must be expressly approved by us in advance and must not result in the aisle in front of the stand being used as a spectator area, thereby disturbing other visitors or neighboring stands.

You may only engage in any kind of advertising at the event outside your stand with our prior express consent. The distribution of flyers etc. outside the stand area is strictly prohibited.

Advertising for third parties is also prohibited, unless these third parties are registered and approved co-exhibitors.

#### 7.18 Power supply

We will provide the agreed power supply on the premises. The transfer point is located in your stand area. You must provide the appropriate connection cables.

You are responsible for the correct sub-cabling to and from the stand.

You may only use connection cables and connected devices that comply with the DIN-VDE standard.

The connected load you require must be specified in the application. The connected loads specified are the basis for the technical design of the entire electricity and cable network.

In the event of power failures or other problems due to the registered connection values being too low or due to the use of defective or untested material, we will charge you for the costs of calling in an electrician and the costs of consequential damage.

If technical defects in the equipment cause problems in the supply network or if there is a risk to the safety of visitors, employees, contributors or the environment during operation, we may prohibit further operation of this equipment.

You must ensure that the appliances and lighting equipment used on the stand are disconnected from the power supply every day at the end of the exhibition or before leaving the stand (with the exception of rented refrigerators).

#### 7.19 Stability

You must observe the building regulations and other regulations for assembly, operation and dismantling.

Any acceptance or inspection of the stand carried out by us or a third party does not release you from the obligation to ensure the stability of the stand independently and on your own responsibility.

All equipment and structures must be windproof: Bear in mind that even in an enclosed space, there may be constant wind or even sudden gusts of wind (e.g. when opening external doors).

We may demand proof of stability (in particular structural analysis) at any time. If this proof is not provided or if the specialists commissioned by us have not insignificant reservations about structures or exhibits and their stability, we may demand that the structures or exhibits be dismantled, removed or decommissioned.

The maximum permissible construction heights are specified by the operator of the event venue and must be adhered to by you.

#### 7.20 Safety-related directives

You are obliged to follow our instructions or those of our stewards with regard to the provisions of these GTC. Claims against us arising from this are excluded insofar as we are not responsible for the necessity of the instructions.

#### 7.21 Safety - especially fire protection

At no time may escape routes, safety equipment, fire protection equipment (e.g. fire extinguishers, hydrants) be completely or partially obstructed, parked on, covered or otherwise impaired or misused.

All stand components/materials must comply with safety and fire protection regulations and DIN standards and be flame-retardant. Confirmation of flame retardancy or that impregnation has been carried out in accordance with regulations must be kept available at all times.

Flammable material must be kept far enough away from ignition sources such as spotlights so that the material cannot be ignited by them.

The use of gas/liquefied petroleum gas is only permitted with prior written notification. It is essential to comply with the requirements for the safe handling of gas arising from laws, regulations, accident prevention regulations and the like.

Balloons or objects filled with gases other than air are not permitted.

If necessary, you must provide a sufficient number of suitable fire extinguishers to fight incipient fires. If we do not require this, this does not release you from your responsibility to provide your own fire extinguishers as part of your duty of care. The presence of fire extinguishers will be checked by us before the start of the event; regardless of such a check, you remain responsible for their functionality.

For special protection, all heat-generating and heat-producing electrical appliances (e.g. spotlights, transformers, etc.) must be mounted on a non-combustible, heat-resistant, asbestos-free base. Depending on the heat development, a sufficiently large distance from combustible materials must be ensured.

The use of unprotected fire (e.g. burning candles) is prohibited within the stand.

Pyrotechnic products are prohibited on the entire premises of the event venue.

The presence of at least one authorized person from you on site is also of great importance due to event security and must be guaranteed by you.

#### 7.22 Cleanliness, waste disposal

You undertake to avoid waste as far as possible.

The stand and its surroundings must be kept clean at all times. At the end of an event day in particular, you must remove any garbage from the area around the stand and any seating furniture in front of it.

You are obliged to dispose of the waste generated during set-up, dismantling and operation (especially food waste) in separate waste containers. You may need to order additional waste containers from us for this purpose. Garbage cans will be provided for the usual amount of waste generated during set-up. You are obliged, for example, to make cardboard boxes small, press them and then dispose of them yourself. This is not the responsibility of the cleaning staff or our service providers.

We provide sufficient waste containers in the event area for the disposal of visitors' waste. You may not fill these with your waste.

You must dispose of hazardous waste properly yourself.

We clean corridors and open spaces or areas used by us. You may not dispose of your waste there.

The stand area must be left swept clean. Stands that have not been completely cleared, remaining stand components and packaging material etc. will be removed at your expense.

The costs for the disposal of unusual waste, unusual quantities of waste or waste that is unusually difficult to remove (e.g. confetti, glue, large volumes, etc.) will be passed on to the respective polluters on a pro rata basis.

#### 7.23 Obligations if you offer catering services

The distribution (whether free of charge, for a fee or as samples) of food and beverages to persons who do not have an exhibitor pass must be expressly approved by us in advance.

Food and beverages for customers/visitors may only be obtained from the licensed caterer of the operator of the event venue named by us. If you wish to be supplied by another service provider, this is only possible with the express consent of the licensed caterer, who may demand a so-called corkage fee as compensation, and us.

## **8 Guarding**

Outside the event times, but within the opening hours of the event venue stated in the program, we will only provide general security for the event site

In the case of enclosed rooms, only the existing external doors are locked outside the operating hours of the event venue.

You are responsible for securing and/or insuring your stand, your furniture, your exhibits, any items you bring in and the items we provide.

We provide general surveillance of the exhibition space during the night. This excludes supervision specifically for your stand/equipment. If you would like us to provide extended and explicit security for your stand or equipment outside opening hours, you must order or register this through us.

## **9 Use of brands, trademarks, copyrights, etc.**

### 9.1 Rights of use

Both contracting parties agree that the other contracting party may publicly use names, works, titles, trademarks and brands (hereinafter only: trademarks) for the purpose of implementing the contract (e.g. for the use of your logo in the list of exhibitors) and shall receive a simple right of use in each case.

Both contractual partners shall provide each other with the rights to the trademarks required for this purpose free of charge in order to carry out the event and implement the services and responsibilities and guarantee that these rights are free from third-party rights.

By using a trademark in accordance with the contract, the contractual partner using the trademark does not acquire any rights to it that go beyond the scope of this contract.

#### 9.2 Attack on property rights

Both contracting parties undertake not to attack or have attacked existing property rights or trademark rights of the other party.

Insofar as the contractual partners jointly acquire rights to a trademark in the future, the above shall apply accordingly with the proviso that both contractual partners are equal rights holders.

Both contracting parties also undertake, even after conclusion of the contract, not to register or have registered the existing trademarks in Germany or in other countries or otherwise to use them or have them used in order to generate rights there. Registration can be carried out jointly or by means of a separate agreement.

#### 9.3 Company C.I.

If the contractual partners or rights holders have specific requirements for their trademarks from a legal or corporate identity (corporate C.I.) perspective, this must be communicated to the other contractual partner in advance.

#### 9.4 Miscellaneous

The pledging of the license rights in this agreement is excluded.

Documents, graphics, lists, drawings and sketches and other items produced by the contractual partner shall remain his property, unless the transfer of ownership is the subject of the contract.

## **10 Confidentiality**

You and we are obliged to use the contents of this contract exclusively in accordance with the order and to maintain confidentiality beyond the end of the contract

You and we shall otherwise maintain confidentiality towards third parties regarding documents, information, exhibits etc. and shall treat these confidentially, even beyond the end of the contract. This shall not apply if they are already publicly known, are/will be made public by us or are generally public knowledge.

## **11 Recording of the event**

We are entitled to take photographs and/or video recordings ourselves at the event, taking into account the personal rights of the guests and the rights of third parties, and to use these for reference and our own advertising purposes, unless you expressly object to this in advance for an important reason. In any case, we are entitled to make recordings for documentation and evidence purposes.

You are obliged to enter into appropriate agreements with other rights holders within your sphere of influence, in particular employees and subcontractors and any co-exhibitors, granting us permission to record the performances and services.

You may only record the event outside your stand area with our prior express consent. In the event of consent, you yourself are responsible for observing the rights of third parties (e.g. the building owner, visitors, etc.).

## **12 Indemnification obligation by you as exhibitor**

You are obliged to indemnify us against any claims by third parties and costs arising from a claim by third parties, insofar as the claim is based on a breach by you of one of the provisions agreed here, agreements from an individual order, from a subsequent agreement, or against a statutory or other regulation or otherwise unlawful conduct.

This indemnification obligation shall continue to apply within the framework of the statutory limitation period even after the end of the contract if the claim is only made after the end of the contract. This also applies if the contract was terminated prematurely due to force majeure or other events.

## **13 Contractual penalty**

You are obliged to pay an appropriate contractual penalty for each case of culpable breach of the contract. In this case, we may determine the amount of the contractual penalty at our own discretion, the appropriateness of which may be reviewed in the event of a dispute by the court having jurisdiction at our registered office in Hamburg.

Leaving, clearing or dismantling the stand before the official end of the opening hours for visitors is not permitted. This does not include clean-up work that is not visible to visitors as long as the stand remains occupied; if the exhibitor violates this provision, a contractual penalty of € 1,000.00 will be due (VAT will only be charged on top of this if the tax authorities consider the contractual penalty to be subject to VAT at this time).

Any claim for damages fulfilled by you will be offset against the contractual penalty.

This contractual penalty obligation shall continue to apply within the framework of the statutory limitation period even after the end of the contract if the reason triggering the contractual penalty only arises after the end of the contract or only becomes known to us after the end of the contract. This shall also apply if the contract was terminated prematurely due to force majeure or other events.

## **14 Our warranty and liability**

### **14.1 General information**

We are not liable and do not guarantee success through participation in the event, e.g. by gaining customers, increasing awareness, etc. We are also not liable for a minimum number of exhibitors and event visitors.

#### 14.2 Warranty liability

Warranty liability is excluded.

#### 14.3 Right of reduction

The right to reduce the price is also excluded. However, the exclusion of the right of reduction does not apply to defects that we have fraudulently concealed or to properties that we have guaranteed. Furthermore, this exclusion does not apply to undisputed or legally established claims by you. The reduction is also only excluded to the extent that you are prohibited from enforcing the reduction by deducting the agreed price. You can or must assert and enforce any claims for repayment yourself in accordance with § 812 BGB.

#### 14.4 Liability for defects that already exist before the contract is concluded

Our strict liability pursuant to Section 536a (1), 1st alternative of the German Civil Code (BGB) for defects in the context of a rental that already exist at the time of conclusion of the contract is excluded, unless we have fraudulently concealed the defect or if it is a material contractual obligation ("cardinal obligation", Cardinal obligations are obligations that include legal positions that are material to the contract and which we are obliged to grant you in accordance with the content and purpose of the contract or also such obligations whose fulfillment is essential for the proper execution of the contract and on whose compliance you regularly rely and may rely). This limitation of liability also applies mutatis mutandis to our liability with regard to the reimbursement of futile expenses.

#### 14.5 Liability for items brought in

Unless otherwise agreed or regulated, we accept no liability for items brought onto the event site by you. You store these items on or in the event grounds at your own risk.

#### 14.6 Reimbursement of expenses and right of removal

§ Section 539 (1) BGB is excluded.

#### 14.7 Other limitations of liability

We shall only be liable for slight negligence in the event of a breach of cardinal obligations.

Cardinal obligations are those obligations which contain legal positions which are essential to the contract and which are to be granted to you by us according to the content and purpose of the contract or also those obligations whose fulfillment is essential for the proper execution of the contract and on whose compliance you regularly rely and may rely.

Our liability for slight negligence of these cardinal obligations is limited to the average damage foreseeable and typical for this type of contract.

Indirect damage and consequential damage resulting from defects in the subject matter of the contract shall only be eligible for compensation if such damage is typically to be expected when the subject matter of the contract is used as intended.



The limitations of liability do not apply to grossly negligent or intentional breach of duty, nor to the absence of warranted characteristics, nor to your claims arising from product liability and mandatory statutory liability.

The limitations of liability shall apply to the same extent in favor of our executive bodies, our employees and other vicarious agents and our subcontractors.

We are liable for any kind of negligence and intent in the event of injury to life, limb or health attributable to us.

## **15 Termination**

The contract is only concluded for the specifically agreed event and ends when it has been fully completed in the relationship between us and you.

Ordinary termination of the contract is excluded for both contracting parties. This does not affect the right to terminate the contract for good cause.

## **16 Force majeure / non-performance of the event**

### **16.1 Impossibility of holding the event**

In the event of force majeure, which leads to the cancellation, termination or interruption of the event, we shall be released from our obligation to perform - in the case of divisible services, insofar as reasonable for you, also partially with regard to the affected part (Section 275 (1) BGB).

Force majeure that indirectly makes it impossible to hold the event (e.g. because the hall cannot be handed over to us) or disrupts it within the meaning of Section 275 (2) BGB also makes it impossible to perform the contract between you and us. In this respect, the existence of the contract between you and us is therefore dependent on the possibility of holding the event.

It is clarified that these provisions also apply if the event (start to finish) is not affected or disrupted, but necessary preparatory work and the performance of this work has become impossible within the meaning of the above provisions.

### **16.2 Legal consequences**

We may demand or retain that part of the agreed exhibitor fees and costs which corresponds to the services already rendered by us in accordance with the contract and in the justified expectation that the event will be held, insofar as we cannot utilize these otherwise and which we could justifiably consider necessary; It is assumed - rebuttably for you and us in each case - that the reimbursement of expenses amounts to 30% of the agreed exhibitor fees. You and we each have the right to prove that the amount is reasonably higher or lower, whereby a substantiated assertion is sufficient for your proof.

We may invoice advertising services and other services already provided for the event on a pro rata basis in accordance with the above paragraph.

Insofar as a service benefits several exhibitors and/or is allocated to several exhibitors, this shall be done on a pro rata basis according to the most recently agreed net turnover. The number of exhibitors shall be based on the total of all paying or payable exhibitors (including

co-exhibitors) at the time of cancellation of the event; the risk of non-payment by individual exhibitors shall be borne by us.

In all other respects, services rendered shall be reversed in accordance with §§ 346 BGB.

We are entitled to suspend the reversal for the period necessary for the overall calculation, including the compilation and clarification of all cost items. If less than 50% of these cost items still need to be clarified, we will reverse the remaining part.

You are entitled to information about our efforts regarding the compilation and clarification, which we can also provide via a confirmation or a report from a lawyer or auditor.

Insofar as we subsequently reimburse payments already made to our service providers (e.g. location landlord, trade fair construction, etc.) and these are received by us unconditionally and irrevocably and thus reduce the loss, these subsequent payments shall be offset against the retained or claimed exhibitor fees on a pro rata basis. We are entitled to deduct our expenses (e.g. legal fees) from these payments.

A confirmation from a lawyer or auditor confirming the correctness of the payments made by us, which lead to a reimbursement obligation on your part, is sufficient as proof of the payments mentioned here. You are not required to submit receipts.

Claims for damages, loss of profit, claims for reimbursement of futile expenses, etc. against us are excluded unless we have caused the cancellation or termination through gross negligence or willful misconduct.

These consequences shall also apply in the event of impossibility pursuant to Section 275 (2) or (3) BGB.

### 16.3 Increased requirements

Clauses 16.1 and 16.2 shall also apply if it is or becomes economically unreasonable for us to hold the event due to increased requirements imposed by the police, authorities, legislators or other sovereign bodies within the meaning of Section 275 (2) BGB.

### 16.4 Piety

Sections 16.1 and 16.2 shall also apply if the organization of the event and/or continuation of the advertising for the event and/or individual advertising measures would be perceived by the public as lacking piety; an indication of lack of piety is, for example if a serious accident or serious incident (e.g. armed national or international conflicts) has occurred and leads to special broadcasts on TV and/or radio to a considerable extent in close temporal connection with the event in the city and district of the event, or mourning flags are ordered, or a not inconsiderable number of other events in the city and district are canceled for the same reason.

Insofar as the temporal impact extends or is limited solely to the advertising measures, the above shall apply accordingly if this has significantly impeded the sale of admission tickets and it is unlikely that this sale would be made up after the impairment ceases.

## **17 Miscellaneous**

### 17.1 Assignment

The assignment of non-monetary claims against us is excluded if we have an interest worthy of protection in the exclusion or if your legitimate interests in the assignability do not outweigh our legitimate interests in the non-assignability.

#### 17.2 Place of jurisdiction

The place of jurisdiction for all claims arising from the relationship with you is our registered office in Hamburg, Germany. We are also entitled to choose the place of jurisdiction at your place of business.

#### 17.3 Choice of law

German law applies.

#### 17.4 Language

If these General Terms and Conditions are translated into a language other than German, the German version shall always take precedence in case of doubt.

#### 17.5 Maintenance of validity

You and we are obliged, if individual or several provisions are ineffective or void for reasons other than the provisions relating to the law of general terms and conditions in accordance with Sections 305 to 310 of the German Civil Code (BGB) or if a loophole arises that needs to be filled, to replace it with an effective provision or to fill the loophole that corresponds in its legal and economic content to the ineffective or void provision and the purpose of the contract.

§ Section 139 BGB (partial invalidity) is excluded.

If the invalidity of a provision is based on a measure of performance or time (date or deadline) specified therein, this provision shall be agreed with a legally permissible measure that comes closest to the original measure.