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## › Special Trade Fair and Exhibition Conditions

### 1. Title of the event

HUSUM WINDCareer

### 2. Organiser

Messe Husum & Congress GmbH & Co. KG  
Am Messeplatz 12 –18  
25813 Husum, Germany

Tel.: + 49 4841 902-0  
Fax: + 49 4841 902-246

(hereinafter referred to as the “Organiser” or as „Messe Husum & Congress“/„MHC“)

### 3. Venue

Exhibition Centre  
Am Messeplatz 12 –18  
25813 Husum, Germany

### 4. Date of the trade fair and closing date for registration

The date of the trade fair and closing date for registration are to be found in the Data and Price Sheet for the year in question.

### 5. Opening hours, setting-up and dismantling hours

The opening hours and the expected setting-up and dismantling hours are to be found in the Data and Price Sheet for the year in question.

The Organiser reserves the right to alter the opening hours, and also the setting-up and dismantling hours for technical reasons. Any such changes will be published at [www.husumwind.com](http://www.husumwind.com).

### 6. Access to the exhibition halls outside the opening hours

If it is necessary to gain access to the exhibition area outside the setting-up and dismantling hours published in the Data and Price Sheet for the year in question, application must be made to MHC in good time, and a special access surcharge paid (see Data and Price Sheet).

### 7. Unpunctual completion exhibition stands

The exhibition stands must be completed by 22:00 on 17.09.2025 or by 09:00 on 18.09.2025. Remaining work within the stand area can be carried out until 21:00 on the day before the opening can be carried out. Subject to changes.

If stand construction has not begun by 09:00 a.m. on the day before the start of the WINDCareer has not been started by 09:00 a.m. on the day before the start of WINDCareer, the organizer may otherwise dispose of the stand.

In all other respects, Section 11 of the General Terms and Conditions for Trade Fairs and Exhibitions of the Association of Trade Fairs and Exhibitions e.V. (FAMA conditions).

### 8. Definition of exhibitor

An exhibitor in the sense of these terms and conditions is the natural or body corporate or registered partnership, in whose name the binding registration has been made.

### 9. Registration and contract conditions

Registration is only possible using the registration form provided by the Organiser, and with acceptance of the FAMA Conditions, these Special Trade Fair and Exhibition Conditions for “HUSUM WIND”, and the Data and Price Sheet for the year in question. The aforementioned conditions can be seen on the Internet at [www.husumwind.com](http://www.husumwind.com).

By signing the registration form, the exhibitor accepts the above-mentioned conditions as binding for himself and for those working for him at the trade fair. The exhibitor undertakes to deliver a copy of the FAMA Conditions and the Special Trade fair and Exhibition Conditions to all those working for him at the trade fair, and to ensure they are observed.

The registration is considered as a binding proposal for the conclusion of a contract from the time it is received by the Organiser until notification of acceptance or final non-acceptance. If it is not possible for the Organiser to decide on whether acceptance can be granted before receipt of all registrations, he can make the decision about acceptance up to 4 weeks after the closing date for registrations.

The registration does not represent grounds for a legal entitlement to participate in the trade fair. Conditions or reservations itemized by the exhibitor in the registration will not be considered. Wishes for special stand places, which will be considered where possible, do not represent conditions for participation. Competitive exclusion will not be granted.

The exhibitor is liable for consequences resulting from imprecise, incomplete or erroneous completion of the registration form.

### 10. Acceptance

The contract between the Organiser and the exhibitor is concluded (acceptance) on receipt of the official stand confirmation by the exhibitor. There is no prior legal entitlement to acceptance. The down-payment invoice (cp. Article 14) does not represent acceptance.

If there is any discrepancy between the content of the stand confirmation and the content of the exhibitor’s registration, the contract is concluded as stipulated in the stand confirmation unless the exhibitor objects in writing within 2 weeks.

### 11. Media package incl. company profile

A directory of exhibitors will be published and a homepage designed for „HUSUM WINDCareer“, for which all exhibitors are obliged to provide the required data. The required data is listed in the „Data and Prices“ sheet. The entry in the directory of exhibitors is compulsory, and will be charged separately. (cp. Data and Price Sheet).

The Organiser is entitled to list the proprietors of the exhibiting companies in the alphabetical list of exhibitors in so far as the proprietor is the principal shareholder, and is a body corporate with its headquarters outside the Federal Republic of Germany.

Damages for inaccurate, incomplete or absence of entries are excluded, except in the case of deliberate action or gross negligence. The exhibitor is responsible for the content of entries and any damage resulting therefrom. The exhibitor undertakes to exempt the Organiser from any claims by third parties.

### 12. Stand space rental and other costs

12.1. The amount of stand space rental per square meter of floor space can be found in the data and price sheet or registration form.

The stand space rental of the All-In stand package includes the following: 2 exhibitor passes, one 3kW power connection, WLAN access, 1x bar stool, 1x counter, AUMA fee, waste disposal fee, energy costs handling fee, stand construction + illuminated illuminated rear wall. The above equipment must be booked bindingly in the be booked in the OBS. Requests for stand size and positioning of the stand area will be accommodated within. Each square meter or part thereof will be charged as a square meter.

Projections and any installation connections are part of the allocated space. The exhibitor must expect that for technical reasons, a slight restriction of the allocated stand may be necessary. Such minor impairments do not entitle the exhibitor to reduce the stand rental fee.

12.2. The costs incurred by the mandatory entry in the alphabetical list of exhibitors can be found in the Data and Price Sheet.

12.3. No discounts can be granted if only partial services are taken advantage of.

12.4. The Organizer also provides additional services (e.g. installation of water, electricity, compressed air and telecommunication connections, dividing walls, floor coverings), which exhibitors can take advantage of for a separate charge, and for which a separate contractual agreement must be concluded. The services available and the charges for them can be taken from the Online-Business-System (access at [www.husumwind.com](http://www.husumwind.com)).

### 13. Payment terms

The Organizer is entitled to levy a first down payment invoice for 25% of the stand rental and any other already established costs after receipt of the registration. The Organizer will invoice the remaining sum of the stand space rental and any other costs 4 months prior to the start of the trade fair at the latest. All amounts invoiced by the Organizer are due within 14 days of invoice date without deductions.

These amounts are to be transferred to one of the accounts stated on the invoice stating the invoice number as reference. The parties to the contract agree that all payments resulting from this contract are to be made in Euros.

The exhibitor can book additional services (e.g. guest passes, advertising material, electricity, water, telephone etc.) via the Online Business System at [www.husumwind.com](http://www.husumwind.com). The Organizer can also invoice the exhibitor for a down payment of 25% for services booked.

MHC reserves the right to invoice the exhibitor for any claims due during the trade fair, regardless of the aforementioned stipulations, which must be paid immediately. Collection will be made by authorised representatives of MHC.

If invoices are sent to third parties on the instructions of the exhibitor, the exhibitor is still the principal.

Any complaints about the number of square metres stated in the invoice are to be reported immediately. Any other complaints regarding the invoices must be made in writing within 30 days of the invoice date. Notwithstanding this, the uncontested part of the invoice must still be paid within the payment period.

If the exhibitor is a businessman in law, any exercise of a right to refuse performance, right of retention or the balancing off of costs against claims on MHC are excluded, unless the exhibitor's claim has

been established in law or recognised by MHC.

### 14. Withdrawal and termination, non-participation, release from contract

14.1 With the exception of mandatory legal rights of rescission, withdrawal by the Exhibitor is excluded.

14.2 Ordinary termination of the participation contract by the Exhibitor is excluded. The right to extraordinary termination shall remain unaffected.

14.3 The organizer is entitled to terminate the participation agreement without notice and without liability of the Exhibitor for the rental of the stand space, if

- the financial circumstances of the Exhibitor deteriorate significantly after the conclusion of the contract, or
- the stand rent has not been paid or has only been paid in part by the specified payment deadlines.

14.4 After receipt of the notice of termination, MHC may make other use of the exhibition area in question. The termination requires the text form with signature to become effective. A scanned signature or a simple electronic signature suffices.

The exhibitor shall remain obligated to pay the contractually owed fees.

Due to the expense of reoccupying, rescheduling or decorating of the stand that has become vacant, MHC will generally charge a lump sum of compensation of 25 % of the total stand area rental plus the statutory sales tax.

14.5 If the stand area cannot be utilized in any other way, the organizer shall be entitled, in the interest of the overall appearance of the event, to move another exhibitor to the unoccupied stand or to fill the stand in another way.

The obligation to pay according to § 14.4 para. II shall remain in force even in this case.

If, as a result of the Organizer's efforts, the stand space is occupied otherwise than by exchange with the stand area of another exhibitor, the exhibitor shall only be liable to pay the flat-rate expense allowance of §15.4 paragraph II sentence 2.

If the organizer can only assign the stand area in part or at a lower price or a combination of the two previous constellations, the Exhibitor shall be liable for the price difference between the rents plus the lump-sum expense allowance of according to §15.4Para. II S.2.

The Exhibitor reserves the right to prove in all cases of §15.4 and 15.5, that the organizer has suffered none or a minor damage.

In addition, he may demand a reduction of the lump-sum expense allowance if he can prove that the organizer has only incurred lower expenses.

14.6 The provisions in 14.4 and 14.5 shall also apply in the event of non-participation of the exhibitor and in case the exhibitor has exceptionally been released from the contract. The exhibitor may, under certain conditions be released (discharged) from the obligation to participate, if reasons beyond the control of the exhibitor make participation economically or actually impossible.

The exhibitor's request for release from the contract requires the text form with signature to become effective. A scanned signature or a simple electronic signature suffices.

### 15. Cancellation of the trade fair/ change of plans

In case of unforeseeable events that make it impossible to hold the trade fair as scheduled and for which the Organiser is not responsible, Article 5 of the FAMA Conditions shall apply.

The Organiser is entitled to cancel or postpone the event, even if at the time of the decision the Organiser cannot make any reliable prognosis about the further course of the pandemic and about the continuation of the restrictions by the German Infection protection Act.

The Organiser shall comprehensively assess the expected effects on the corresponding districts during this decision-making process. The recommendations of the exhibitors and associations represented in the „Association and Exhibitor Committee“ (if formed) shall be given due consideration in this decision.

If the trade fair is planned as a hybrid event, the entire event can be held online in case the onsite event is cancelled or postponed. The decision to cancel or postpone the on-site event shall be made by the Organiser.

There are different event formats:

- The analogue event format (hereinafter also referred to as on-site events) allows exhibitors and visitors to be present on the exhibition site.
- Online events. Online events allow virtual (internet-based) participation by using a suitable receiving device (computer, Laptop, tablet, phone). Online events are offered as „live streaming“, as „streaming on-demand“ or via a „cloud-based communication platform“.

### 16. Dismantling

The exhibitor is obliged to man the stand with the registered goods and staff for the duration of the trade fair.

Dismantling of a stand before the start of the official dismantling hours on the last day of the exhibition is not permitted. Contraventions will be subject to a contract penalty of 15% of the net stand rental (cp. Declaration in the registration form).

For the rest Article 13 of the FAMA Conditions shall apply.

### 17. Liability/insurance

If the exhibitor nominates or commissions persons as his representatives, he is responsible for their activities, and must accept any legal acts made by MHC against them as against himself.

If the space is not available for reasons for which the Organiser is not responsible, the exhibitor is entitled to claim refund of any payments made.

The Organiser is not responsible for caring for exhibition goods and stand furnishings, and excludes all liability for damages and loss, if there has been no deliberate action or gross negligence on the part of the Organiser.

The security provided by the Organiser is also exempt from liability without reservation.

The Organiser, including his legal representatives and assistants, is liable in cases of deliberate action and gross negligence. The total sum of the Organiser's liability in such cases is limited to the foreseeable, typical level of damage; this does not apply in the case of damage to life, limb and health. Liability for minor negligence, apart from cases of damage to life, limb and health, or the violation of major contractual obligations is also excluded. The Organiser is not liable for damages caused by third parties or Acts of God.

The exhibitor is liable for all damage to persons and property for which he, his representatives and assistants have culpably caused. The liability particularly includes damage to roads, paths, slip roads, gates, walls and floors on the exhibition site.

For the rest, Article 16 of the FAMA Conditions shall apply.

Any damage caused must be reported to the police, insurance company and MHC without delay.

Exhibitors are urgently advised to insure their exhibits and furnishings, all property brought to the trade fair, and their personal liability, against fire, theft, explosion, Acts of God and water pipe damage at their own cost. If required, an insurance quotation can be obtained by MHC.

### 18. Stand assignment

The Organiser is responsible for stand disposition and assignment. Exhibitors' special wishes regarding stand placement will be taken into account as far as possible, but the exhibitor does not have any right to fulfilment of his requests.

For the rest, Article 6 of the FAMA Conditions shall apply.

### 19. Stand construction and design

The exhibitor is responsible for furnishing and designing the stand, and to notify his representatives of the FAMA Conditions and these trade fair any exhibition conditions. The Organiser is to be notified of which firms have been commissioned to design and build the stands.

Installations are not included in the basic stand rental. The exhibitor is obliged to provide for dividing walls and the laying of floor coverings.

The relevant legal and administrative regulations are binding for the exhibitor and all stand fitters. The exhibitor is responsible for ensuring that his exhibition stand and its use does not result in risk to life, health or damage to the property of others.

For the duration of the trade fair the stand number, name and address of the stand owner must be easily visible to all and sundry. Stand numbers will be provided by MHC.

The standard stand height is 2.50 m. Exhibition stands that exceed a height of 2.50 m require the Organiser's prior written approval, and must be applied for in writing at least 8 weeks prior to start of the trade fair, with the inclusion of a corresponding stand drawing.

Approval by the Organiser will be granted where possible, depending on the height of the hall (see [www.husumwind.com](http://www.husumwind.com)). There is no legal entitlement to approval. The construction of a stand exceeding 2.50 m in height may only be commenced when the exhibitor or firm commissioned by him has obtained approval from the Organiser.

Construction at the boundaries of the stand with a height exceeding 2.50 m is possible without the need to acquire approval from the neighbouring stand if the construction is open, transparent and free of advertising (e.g. cross beams, lighting, suspensions etc). Otherwise the neighbour's written approval is required. Stand boundary walls, flooring material, pillars, installation connections, and any other fixed installations provided by the Organiser may not be pasted, nailed, screwed, painted or damaged in any other way. The costs for any damage are to be borne by the exhibitor, and he will be invoiced for the same.

Floor coverings in the exhibition stands must be fitted with a band on the underside which will then be affixed using doublefaced ad-

hesive tape.

All materials used in the stand construction must be flame resistant.

In exhibition halls that have permanently installed supply units (electricity, water, telephone) these must be taken into account by the exhibitor when he is planning his stand, and must remain accessible for the duration of the trade fair. In exhibition halls that do not have such supply units (e.g. in the lightweight halls), these must be ordered by the exhibitor well in advance and to mark their desired positions using an appropriate stand drawing.

The exhibitor is obliged to consider the composition and the load bearing capacity of the floor accordingly. If this is not done, the exhibitor will be liable for any consequences.

The maximum permitted floor loading is 400kg/sq m. In exceptional circumstances the placing of larger loads is possible if agreed and co-ordinated with the Organiser in good time, and requires the Organiser's prior written approval.

Suspensions from the ceiling are as a rule not possible in the lightweight halls. In exhibition halls with ceilings able to bear loads, it is possible to request suspension points, which the Organiser must approve. The exhibitor himself is responsible for executing the suspensions.

Complaints about the position, type and size of stand spaces must be submitted to the Organiser in writing before commencement of stand building, or at the latest the day after the appointed start of setting-up. Otherwise they will not be considered.

## 20. Products / running the stand

The individual exhibitor may only exhibit or offer such products or services as he has stated in the directory of exhibitors in the respective product group. The exhibition of unregistered or unapproved goods is not permitted. If such nonapproved goods have not been removed on request and within a reasonable set period, MHC is entitled to have them removed at the exhibitor's expense.

Disposal of specimens for money and the cash sale of exhibits are permitted. The exhibits may however not be removed during the event. In the event of infringements MHC reserves the right to close the stand during the event (stand barring) and/or refuse the exhibitor participation in future trade fairs.

In accordance with latest valid version of the German machine and product safety law and the medical product law, manufacturers, importers or exhibitors of tools and supplies for work or medical equipment in the sense of these laws are obliged only to exhibit such equipment that fully adhere to the generally recognised rules of technology, work protection and accident prevention rules, and thus fulfil the prerequisites for CE approval. The exhibitor must possess proof of such approval at the stand in the shape of the following documentation:

- EG conformity declaration or manufacturer's declaration in accordance with Appendix II of the EC machinery directive.
- Operating instructions in accordance with Appendix I No. 1.7.4 of the EC machinery directive.

When running a stand, the exhibitor must observe and adhere to the latest valid versions of the relevant legal regulations (e.g. the statute governing restaurants, the factories act, hygiene regulations, foodstuffs and utensils act, the regulation governing beverage dispensing equipment). The exhibitor must obtain the required official approvals as a matter of principle. Special conditions imposed by the authorities and the trade fair management (e.g. for the Covid 19 pandemic) must be complied with. Violations of the conditions can

lead to the temporary closure of the stand, without the need for a specific warning, until the measures are complied with. In case of recurrence, the stand may be closed permanently.

If the exhibitor defaults on his cleaning and waste disposal obligations with regard to the sale or dispensing of food and beverages on his stand, even after failure to adhere to warning within a reasonable time, the Organiser is entitled to have the stand or the sales unit closed immediately.

If the exhibitor does not have his stand cleaned by his own staff, only firms commissioned by MHC may do so. Orders can be placed using the appropriate form filled at [www.husumwind.com](http://www.husumwind.com).

If demonstrations are given, the stand staff must take appropriate precautions to protect persons.

The exhibitor is responsible for all technical equipment on his stand and their – also unauthorised - use. He is liable for any damage to persons or property resulting from e.g. unauthorised use or technical defects.

Corridors and walkways may not be used as audience space. Demonstrations or presentations that attract a large number of people must be arranged such that they do not significantly block the walkways, otherwise the Organiser is entitled to forbid the demonstration.

Musical performances of all kinds are subject to the copyright laws and require permission from the German Society for Musical Performing and Mechanical Reproduction Rights (GEMA). The use of radio, radio paging or radiotelephony systems must be approved for the venue by the Federal Network Agency. The exhibitor is responsible for obtaining the required permissions/approvals. The exhibitor is obliged to notify MHC of the corresponding permissions/approvals and where appropriate the radio frequency used.

## 21. Waste disposal

Legal rules require the exhibitor to separate waste material according to its recyclability during the setting-up and dismantling phases, and to properly dispose of all waste material during the trade fair using his own service provider or to commission the Organiser so to do, for which a fee will be levied. MHC levies a flat waste disposal fee for general waste disposal (cp. Article 13.2.), which is not included in the stand space rental in accordance with Article 13.1.

## 22. Technical and other services

All the necessary service information is provided on the Internet at [www.husumwind.com](http://www.husumwind.com). Here you can get access to the Online-Business-System for requesting any services desired (electrical installations, hire stands, hire furniture, dividing walls, insurance, stand supervision, carriers, accommodation, etc.).

MHC will provide basic technical utilities in the form of heating, ventilation, air-conditioning, electricity, lighting, water and sanitary facilities.

Installation of supply connections (water, compressed air, electricity, telecommunication lines) and waste disposal connections as far as the stand space may only be ordered through MHC. Within the stands, installations can also be carried out by approved, certified and authorised fitter firms, which are to be named to MHC on request. MHC is entitled to inspect these, but not obliged to do so. The exhibitor is liable for any damage caused by installations he has carried out or which have been carried out on his instructions, and for any damage caused by the installation.

Consumables, costs for installations and other services will be billed separately.

If the exhibitor receives any objects loaned or hired from MHC or its service partners he is responsible for ensuring that they are handled and operated properly, and returned in complete and undamaged condition. The exhibitor is liable for loss or if the objects are not returned in proper condition.

If required, stand security staff (from a security firm authorised by MHC) can be ordered using the Online-Business-System (access at [www.husumwind.com](http://www.husumwind.com))

### **23. Transport of exhibition material to and from the trade fair**

All the necessary information pertaining to the transport of exhibition material to and from the trade fair, and how to deal with used packaging can be obtained from the official carrier. This carrier has the sole carrying rights for the exhibition grounds, and directs the delivery of all material. Their instructions are to be followed. This particularly affects the use of forklifts and auto cranes. More detailed information about the official fair carriers is published on the Internet at [www.husumwind.com](http://www.husumwind.com). The use of forklift trucks is not possible in the lightweight halls.

Delivery of exhibition goods: Please observe that the Organiser will provide no confirmation of delivery or sign for any exhibition goods delivered to exhibitors by outside carriers.

### **24. Exhibitor passes**

Access to exhibition areas is only possible with the (non-transferable) exhibition passes displaying the name of the bearer issued by MHC. In the event of any contraventions of the exhibition conditions, MHC is entitled to withdraw the passes without compensation. The passes are expressly for exhibitors, their stand staff and representatives. Other non-transferable passes can be purchased. Misuse will result in the passes being withdrawn without substitution.

Exhibitor passes also entitle the bearer to access the corresponding exhibition areas during the setting-up and dismantling hours. MHC is to be notified of the loss of any passes immediately in order to prevent fraudulent use.

### **25. Advertising, press, photography**

Advertising outside the stand area – particularly on walls, in corridors and stairwells, and in the walkways – is possible against payment, and only in consultation with MHC or the advertising agencies acting on their behalf.

Advertising for third parties and advertising that draws comparisons with other exhibitor's goods is not permitted. The Organiser is entitled to forbid the handing out or exhibition of advertising material that could cause offence or result in complaints, and to confiscate stocks of such material for the duration of the event.

The Organiser is to be notified of any press events and receptions in good time. Journalists can obtain the accreditation to work on the Husum exhibition grounds in the Press Centre.

Photographing and filming within the stands is permitted as a matter of principle. Exhibition objects and stands may only be photographed or filmed with the approval of the exhibitor in question. Applicable laws (e.g. DSGVO, UHG, SGB, etc.) must of course be observed and complied with.

### **26. Intellectual property rights**

The protection of inventions, specimens and trademarks at trade fairs is based on the legal regulations of the Federal Republic of Germany. There is no special protection for trade fairs.

Patent applications should be submitted to the Patent Office before the start of the trade fair.

### **27. Animals**

Bringing animals into the exhibition areas is not permitted.

### **28. Final provisions**

Agreements that deviate from these terms and conditions, or any supplementary conditions, must be made in writing; the same applies to the waiving of the requirement for written form.

The only applicable law in association with these special terms and conditions and the FAMA Conditions is German law. If there is any contradiction between any conditions, then these conditions take precedence over the FAMA Conditions.

If any part of these conditions is or shall become void or ineffective in whole or part, this shall not affect the validity of the other parts. Such an ineffective condition will be replaced by a condition that comes closest to what the parties would have agreed on if they had known of its invalidity. The same shall apply in the event of an unintentional loophole.

Place of fulfilment and legal venue between merchants in law is Husum. The Organiser however reserves the right to make his claims in a court where the exhibitor is domiciled.

### **29. Delay during setting-up and dismantling**

The organiser accepts no liability for any damages resulting from delay during setting-up and dismantling if such damage is not the result of deliberate action or gross negligence on the part of the organiser.

Status: 06/2024. Subject to change.

# General trade fair and exhibition conditions of the FAMA Fachverband Messen und Ausstellungen e. V.

## 1. General

- 1.1 The following general trade fair and exhibition conditions from FAMA Fachverband Messen und Ausstellungen e. V. (hereinafter: "GT FEC") govern the legal relationship between the organiser of a trade fair/exhibition and the respective exhibitor. With its application, the exhibitor acknowledges these GT FEC, the "special trade fair and exhibition conditions" (hereinafter: "ST FEC") and any applicable "house rules", which are valid for the respective trade fair/exhibition, as binding for itself and all employees working for it at the trade fair/exhibition.
- 1.2 The GT FEC may be supplemented or amended by the ST FEC valid for the respective trade fair/exhibition. In the event of deviating provisions in the respective regulations, the following order of precedence shall apply:
  - The individual contractual agreement takes precedence over the ST FEC;
  - the ST FEC has priority over the GT FEC.
- 1.3 Any agreements deviating from the GT FEC and/or the ST FEC must be made in text form to be legally effective. Any general terms and conditions of business of the exhibitor which conflict with the GT FEC and/or the ST FEC shall not become part of the contract, even if they have not been expressly contradicted.
- 1.4 The organiser is entitled to demand payment for the provision of its services. The remuneration of the organiser includes all main and ancillary services provided by the organiser for the exhibitor for the execution of the event. The remuneration for the main services can be seen from the application and from the "special trade fair and exhibition conditions" and includes in particular the stand rent, planning and organisational services, the integration of the exhibitor into the advertising concept of the trade fair/exhibition, the mediation of event-related contracts with third parties, the provision of event-related services and stand construction services to be provided by the organiser. Additional costs for ancillary services provided at the request of the exhibitor, such as in particular the provision of supply systems required for the purchase of gas, water, electricity, internet or other telecommunications, additional stand construction services or the rental of furniture, are part of the organiser's remuneration. Services provided to the exhibitor by third parties in connection with the event are not part of the contractual obligations of the organiser, nor are they part of the remuneration of the organiser, even if the provision of these services was arranged by the organiser. The trade association fee shall be calculated net per square metre provided and shown separately on the total invoice for remuneration. The trade association fee is not part of the remuneration of the organiser.

## 2. Registration

- 2.1 Registration for participation in the event is made using the legally signed registration form. In the case of registration by using an online form, the registration is also valid without signature by sending it to the organiser.
- 2.2 Any conditions and/or reservations made by the exhibitor in the course of registration, such as the exact position of the stand or exclusivity in a product group, are inadmissible and irrelevant for the conclusion of the contract. They shall only become legally effective if they are individually confirmed in writing by the organiser before or at the time of conclusion of the contract.
- 2.3 The registration constitutes an offer by the exhibitor, to which the exhibitor is bound until 8 days after the registration deadline announced in the ST FEC, at the latest until 6 weeks before the opening of the trade fair/exhibition, unless admission has been granted in the meantime. The exhibitor shall be bound for 14 days by applications received after the closing date for applications or 6 weeks before the opening of the trade fair/exhibition.

## 3. Admission/conclusion of contract

- 3.1 Upon receipt of the confirmation of admission or the invoice by the exhibitor, by letter, fax or electronic transmission (e.g. by e-mail), the contract between the organiser and the exhibitor is concluded (hereinafter: "contract of participation"). The organiser shall decide on the admission of the exhibitors and the individual exhibits, if necessary, with the assistance of a trade fair/exhibition advisory board or the trade fair/exhibition committee.
- 3.2 The organiser may exclude individual exhibitors from participation for objectively justified reasons, in particular if the available space is insufficient. If it is necessary to achieve the purpose of the event, it may restrict the event to certain groups of exhibitors, suppliers and visitors. Exclusion of competitors may neither be demanded nor promised.
- 3.3 Ordinary termination of the participation contract is excluded, whereby the right to extraordinary termination remains unaffected. In particular, the organiser is entitled to provide extraordinary termination of the participation contract without notice for good cause if the conditions for the exhibitor's admission subsequently cease to apply or are no longer fulfilled, and if the exhibitor is in persistent default of payment despite two reminders. An important reason is also given if the organiser determines that the execution of the trade fair/exhibition is not economically reasonable due to lack of participation. In the event of an extraordinary termination for which the exhibitor is responsible, the organiser is entitled to demand an amount equivalent to 50% of the remuneration as defined in item 1.4. as lump-sum compensation.
- 3.4 At the request of the exhibitor, its dismissal from the participation contract is possible (see item 4.). The organiser is not obliged to do so.
- 3.5 The goods or exhibits to be exhibited must comply with the nomenclature of the trade fair/exhibition. The exhibition of goods that have not been registered or approved is not permitted.

## 4. Release from the contract

- 4.1 If, in exceptional cases, the organiser grants a release from the contract after binding registration or admission, the exhibitor shall pay 25% of the organiser's remuneration (in accordance with item 1.4.) as compensation. In the specific case, the exhibitor is expressly granted the right to prove that the organiser has suffered no or lower damages.
- 4.2 Item 4.1. does not exclude the assertion of a higher damage actually incurred by the organiser. In this respect, the organiser has the right to choose whether to claim the flat rate according to item 4.1. or the actual damage incurred.
- 4.3 The application for release from the contract can only be made in writing. It is only legally effective if the organiser also provides its consent in writing. The organiser can make the dismissal from the contract subject to the condition that the allocated stand space can be used for other purposes. The reallocation of the stand space to another exhibitor then corresponds to a release from the contract.

## 5. Force majeure

- 5.1 If, after conclusion of the contract, it becomes impossible for the exhibitor to participate in the trade fair/exhibition due to circumstances for which neither the organiser nor the exhibitor is responsible and which the exhibitor could neither foresee nor avert, the exhibitor shall be entitled to dismissal from the contract, whereby the provision of item 4.1. of these GT FEC shall apply accordingly.
- 5.2 The organiser is entitled to cancel the trade fair/exhibition for good cause, to postpone the trade fair/exhibition in time and/or space, or to shorten the trade fair/exhibition. An important reason is given in particular if the execution of the trade fair/exhibition becomes objectively impossible at the originally set time due to an external unforeseeable event of force majeure that cannot be averted even with the utmost care (force majeure event). An event of force majeure shall be deemed equivalent to cases in which it becomes objectively impossible to hold the trade fair/exhibition at the originally stipulated time due to an official order, decree or measure for which neither the organiser nor the exhibitor is responsible, or which is not under state or federal law.
- 5.3 In the event that the trade fair/exhibition is shortened for good cause in accordance with item 5.2., the exhibitor shall only be entitled to a pro-rata refund of the remuneration in accordance with item 1.4. if the shortening results in the loss of more than 35% of the original duration of the trade fair/exhibition.
- 5.4 In the event of cancellation of the trade fair/exhibition for good cause in accordance with item 5.2., the organiser and the exhibitor shall be released from their contractual obligations. The contract shall be rescinded, and the organiser shall be entitled to demand from the exhibitor compensation for a reasonable share of the costs incurred in preparing the event and compensation for services already rendered. The amount to be paid by the exhibitor in this respect shall be calculated on the basis of the costs already incurred by the organiser up to the time of cancellation of the event, which shall then be divided in the ratio of the stand space individually rented by the exhibitor to the total net exhibition space. The amount thus determined may not exceed 25% of the remuneration as defined in item 1.4.
- 5.5 In the event that the trade fair/exhibition is postponed in terms of location and/or time for good cause in accordance with item 5.2., the contractual relationship shall continue to exist and the exhibitor shall remain bound by it. The contract is deemed to have been concluded for the relocated trade fair/exhibition. If the exhibitor provides evidence that it is objectively impossible for it to participate on the alternative date and/or place, the exhibitor shall be entitled to be released from the contract, whereby the provision of item 4.1. of these GT FEC shall apply accordingly.
- 5.6 In the cases of items 5.3., 5.4. and 5.5., the assertion of other claims for damages is excluded for both contracting parties, unless these are based on gross negligence or intent on the part of the contracting party claimed or its vicarious agents.
- 5.7 If, as a consequence of one of the events described in item 5.2., the execution of the trade fair/exhibition is subsequently made subject to compliance with public law requirements, the restrictions associated with the implementation of these requirements do not entitle the exhibitor to reduce the remuneration of the organiser or to withdraw from the contract.

## 6. Stand allocation

- 6.1 The stand allocation is made by the organiser according to aspects given by the concept and the trade fair and exhibition theme, whereby the date of receipt of the application is not decisive. The stand allocation will be communicated to the exhibitor in text form, including the hall and stand number.
- 6.2 Special wishes of the exhibitor will be taken into account as far as possible when allocating the stand; however, there is no legal obligation to do so.
- 6.3 The organiser is entitled to change the registered area for conceptual reasons. In particular, the area may be changed in order to achieve the specified minimum dimensions of the stand and must otherwise take the interests of the exhibitor adequately into account.
- 6.4 Complaints by the exhibitor against the stand allocation must be made in text form within 8 days of receipt.
- 6.5 The exhibitor must expect that for technical reasons a minor restriction of the allocated stand space will be necessary. This restriction may not exceed 3% of the stand space and does not entitle the exhibitor to a reduction of the remuneration. This does not apply to stands expressly registered as finished or system stands. The organiser reserves the right to relocate the entrances and exits, the emergency exits and the passageways.
- 6.6 A relocation of the stand area after the stand allocation has been carried out and completed may only take place for compelling reasons. The organiser must allocate a stand area of equal value to the exhibitor concerned as a replacement. In this case, the exhibitor is entitled to object to the newly allocated stand area within 8 days of receipt of the notification of the relocation, in accordance with item 6.3. An exception to this is the relocation of a stand by a few metres in the same hall.
- 6.7 If, in cases covered by item 6.5., it is not possible for the organiser to allocate a stand area of as equal value as possible to the exhibitor concerned as a replacement, the exhibitor shall be entitled to withdraw from the contract. In this case, the remuneration already paid in accordance with item 1.4. must be refunded to the exhibitor, whereby the right to assert claims for damages is otherwise excluded. The withdrawal must be made in text form.
- 6.8 All other subsequent changes to the stand allocation, e.g. with regard to the type or dimensions of the stand, shall be notified by the organiser to the exhibitor concerned without delay.
- 6.9 If the organiser is entitled to use the stand space for other purposes after the stand allocation has been made in accordance with the ST FEC or these GT FEC, it is at the free discretion of the organiser to decide how to carry out this utilisation in the interest of the overall appearance of the event and the interests of the other exhibitors. In particular, it may, with the consent of other exhibitors, relocate them to the unoccupied stand area or fill the stand decoratively in some other way. In this case, the exhibitor to whom the space was originally allocated shall not be entitled to a reduction of the remuneration. The costs incurred for decorating or filling the unoccupied stand shall be borne by this exhibitor.

## 7. Transfer of the stand to third parties, sale for third parties, co-exhibitors

- 7.1 The exhibitor shall not be entitled to transfer the stand space allocated to it to third parties, either in whole or in part, free of charge or in return for payment, or to exchange it with another exhibitor without the prior express consent of the organiser in text form.
- 7.2 The inclusion of a co-exhibitor is only permitted if it has been registered by the exhibitor before the event and approved by the organiser in text form. The main exhibitor and the co-exhibitors of a stand must name a joint representative in the application. Notifications and declarations made by the organiser to the named representative are deemed to have been made and received by all co-exhibitors. In the event of the admission of co-exhibitors, all co-exhibitors are jointly and severally liable for the remuneration of the organiser.
- 7.3 The representation of additionally represented companies, which have economic goods presented on the stand of an exhibitor without their own personnel, is only permitted if this has been registered by the exhibitor prior to the event and approved by the organiser in text form. Additionally represented companies must be marked as such in the list of exhibitors.

## 8. Payment terms

- 8.1 Of the remuneration to be paid by the exhibitor to the organiser, 50% shall be paid within 30 days of the invoice date, the remainder up to 6 weeks before the opening, unless otherwise agreed in writing or stipulated in the "special trade fair and exhibition conditions".
- 8.2 Invoices issued later than 6 weeks before opening are payable in full immediately.
- 8.3 After the due date, the organiser is entitled to charge interest on arrears. This is based on the legal provisions of § 288 BGB. The organiser reserves the right to prove higher damages caused by delay.
- 8.4 The organiser can dispose otherwise of unpaid or incompletely paid stands within the meaning of item 6.9, after unsuccessful reminder with appropriate notice. In this case, it may refuse to hand over the stand and issue the exhibitor passes.
- 8.5 For all unfulfilled obligations and the resulting costs, the organiser is entitled to a lien on the trade fair/exhibition objects brought in. The organiser is not liable for any damage or loss of the pledged objects through no fault of its own and may sell them on the open market after giving written notice. It is assumed that all objects brought in by the exhibitor are the unrestricted property of the exhibitor.

## 9. Design and equipment of the stands

- 9.1 The name and address of the stand owner must be displayed on the stand in a way that is recognisable to everyone for the entire duration of the event.
- 9.2 The exhibitor is responsible for equipping the stands within the framework of the uniform construction provided by the organiser, if applicable.
- 9.3 If the exhibitor builds its own stand, it may be required to submit dimensionally accurate designs to the organiser for approval before work begins. The use of prefabricated or system stands must be expressly noted in the application. The companies commissioned with the design or construction shall be notified to the organiser.
- 9.4 Exceeding the stand limits is not permitted in any case. Exceeding the prescribed construction height requires the express permission of the organiser.
- 9.5 The organiser can demand that trade fair/exhibition stands whose construction has not been approved or which do not comply with the exhibition conditions be changed or removed. If the exhibitor does not comply with the request, the removal or alteration may be carried out by the organiser at the expense of the exhibitor. If the stand must be closed for the same reason, there is no entitlement to reimbursement of the fee.

## 10. Advertising

- 10.1 Advertising of any kind, in particular the distribution of advertising material and printed matter and the addressing of visitors, is only permitted within the exhibitor's own stand.
- 10.2 The operation of loudspeaker systems, music/photo presentations and AV media of any kind – also for advertising purposes – by the exhibitor requires the express permission of the organiser and must be registered in good time in advance.
- 10.3 In the interest of maintaining orderly trade fair/exhibition operations, the demonstration of machines, acoustic equipment, photographic equipment and fashions, also for advertising purposes, may be restricted or revoked even after permission has already been granted.

## 11. Installation

- 11.1 The exhibitor shall be obliged to complete the stand within the periods specified in the "special trade fair and exhibition conditions". If construction of the stand has not begun by 12 noon on the day before the opening, the organiser may dispose of the stand otherwise in accordance with item 6.9. Claims for damages by the exhibitor are excluded in any case.
- 11.2 Complaints about the location, type or size of the stand made by the exhibitor during construction must be notified to the organiser immediately in text form.
- 11.3 All materials used for construction must be flame resistant.

## 12. Operation of the stand

- 12.1 The exhibitor is obliged to occupy the stand with the registered exhibits for the entire duration of the trade fair/exhibition and to keep it manned with competent personnel.
- 12.2 Cleaning of the stands is the responsibility of the exhibitor and must be carried out daily after the end of the trade fair/exhibition. The organiser is responsible for cleaning the rest of the site, the other parts of the hall and the aisles.
- 12.3 It is the exhibitor's responsibility to operate its stand in a sustainable manner and to avoid rubbish and waste. The guidelines for the disposal concept of the organiser and for the handling of garbage and waste result from the STFEC.
- 12.4 All exhibitors are obliged to show consideration for each other, for the organiser and for the visitors during the course of the trade fair/exhibition, as well as during assembly and dismantling. The organiser is entitled to set up precise regulations in the STFEC and/or the "house rules" to ensure mutual consideration and to take appropriate measures, up to and including extraordinary termination of the participation contract, if an exhibitor persistently violates the requirement of consideration after prior warning.

## 13. Dismantling

- 13.1 No stand may be completely or partially vacated before the end of the trade fair/exhibition. Exhibitors who violate this rule forfeit a contractual penalty to the organiser in the amount of half the net remuneration. Further claims for damages remain unaffected.
- 13.2 The trade fair/exhibition objects may not be removed after the trade fair/exhibition has ended if the organiser has asserted his lien. If the trade fair/exhibition objects are nevertheless removed, this shall be deemed a breach of the lien.

13.3 The exhibitor shall be liable for damage to the floor, walls and the material provided. The trade fair/exhibition space must be returned in the condition in which it was taken over, at the latest by the date set for completion of dismantling. Any material, foundations, excavations and damage must be properly removed. Otherwise, the organiser is entitled to have this work carried out at the expense of the exhibitor.

13.4 Stands not dismantled after the date set for dismantling or exhibition objects not removed will be removed by the organiser at the expense of the exhibitor and stored with the exhibition forwarding agent, excluding liability for loss and damage.

## 14. Connections

- 14.1 The general lighting of the event area as a whole shall be provided by the organiser.
- 14.2 If the exhibitor wishes to have supply connections for electricity, water, compressed air or gas, these must be announced at the time of registration. Installation of the connections and actual consumption shall be at the expense of the exhibitor. In the case of ring lines, the costs will be shared proportionately among the participating exhibitors.
- 14.3 All installations, in particular all installations of connections, may only be carried out by companies approved by the organiser. Unless otherwise provided for in the STFEC, these companies receive all orders through the mediation of the organiser and perform their services directly for and on account of the exhibitor.
- 14.4 Connections and equipment which do not comply with the relevant regulations, do not have the necessary tests and/or certificates or whose consumption is significantly higher than reported, can be removed or put out of operation by the organiser at the exhibitor's expense.
- 14.5 The exhibitor shall be liable for all damage caused by the use of connections that have not been registered and/or have not been made by companies approved by the organiser. The organiser shall not be liable for interruptions or fluctuations in performance of the electricity, water/wastewater, gas and compressed air supply.

## 15. Security

- 15.1 The general surveillance of the site and the halls in the form of access and entry controls is the responsibility of the organiser, without liability for loss or damage to stand construction material and/or exhibits.
- 15.2 The exhibitor itself is responsible for the supervision and guarding of the stand. This also applies during the construction and dismantling periods. Special guards, e.g. at night-time, are permitted with the approval of the organiser.

## 16. Liability

- 16.1 The exhibitor and its employees and vicarious agents are not liable for damage resulting from slightly negligent breaches of duty.
- 16.2 This does not apply to damage resulting in loss of life, physical injury or health impairment or avoidance of guarantees as well as claims under the Product Liability Act.
- 16.3 Furthermore, liability for the breach of obligations, the fulfilment of which is essential for the proper execution of the contract and on the observance of which the exhibitor may regularly rely (cardinal obligation), remains unaffected.
- 16.4 In the cases of items 16.2. and 16.3., the organiser is liable in accordance with the statutory provisions. In the event of a breach of a cardinal obligation within the meaning of item 16.3., the liability of the organiser is limited to foreseeable, typical damage, excluding liability for consequential damage.
- 16.5 Exhibitors are strongly advised to insure their trade fair/exhibition objects and their liability at their own expense.

## 17. Image rights and other industrial property rights

- 17.1 Commercial photography, drawing and filming within the trade fair/exhibition site is only permitted to companies and persons authorised by the organiser.
- 17.2 Any photo coverage of the trade fair/exhibition in the press, radio and digital media requires prior accreditation by the organiser.
- 17.3 The organiser is entitled to produce photographs, drawings and film recordings for the purposes of self-promotion during the event. The publication of illustrations of individual exhibits requires the prior consent of the exhibitor.
- 17.4 All advertising and press materials (logos, photographs, plans, etc.) provided by the organiser may only be used for the purpose of the exhibitor's own advertising with its participation in the trade fair/exhibition or for the purpose of reporting in the press, radio and digital media.
- 17.5 It is prohibited to show exhibits which violate the copyrights, trademark, design, patent or other industrial property rights applicable at the location of the trade fair/exhibition. In the event of a proven violation of the above provision, the organiser is entitled to terminate the contractual relationship in accordance with item 3.3. for good cause.
- 17.6 If the organiser is directly held liable by the owner of an industrial property right which is infringed by an exhibit of an exhibitor, the organiser can demand that the exhibitor indemnify the organiser against the costs of its legal defence in this regard.

## 18. Domiciliary rights

- 18.1 During the event, the organiser exercises the sole domiciliary rights on the trade fair/exhibition site and may issue house rules.
- 18.2 Exhibitors and their employees may only enter the grounds and halls at the times specified in the STFEC on a daily basis and must have left the halls and grounds at the latest at the corresponding times.
- 18.3 An extension and/or shortening of the times according to item 18.2. is possible in individual cases with the prior consent of the organiser. It is prohibited to spend the night on the grounds.

## 19. Limitation period

- 19.1 Exhibitors' claims against the organiser are subject to a limitation period of one year, beginning at the end of the month in which the last day of the trade fair/exhibition falls.
- 19.2 All claims of the exhibitors against the organiser must be asserted in text form within a preclusive period of six months, beginning at the end of the month in which the last day of the trade fair/exhibition falls.
- 19.3 The provisions of the above two paragraphs shall not apply if the organiser, its employees or vicarious agents are guilty of intentional or grossly negligent conduct or the liability of the organiser is based on the statutory provisions in accordance with item 16.4.

## 20. Place of performance and place of jurisdiction

- 20.1 Place of performance and jurisdiction is the domicile of the organiser, even if claims are asserted in legal dunning proceedings, unless otherwise stipulated in the STFEC.
- 20.2 The organiser shall also have the right to assert its claims in court at the exhibitor's registered office or at the place where the trade fair/exhibition is held.