

**General Terms and Conditions of Business for Exhibitors at Congresses, Trade Fairs and Events (date: September 2020)**

**1. Organiser/event location**

The organiser of the congresses, the trade fairs and the events (hereinafter: Event) is ProPress GmbH, Friedrich-Ebert-Allee 57, 53113 Bonn, Bonn County Court, HRB 3815 (hereinafter: Organiser).

Organiser, event location and event time can be seen from the registration form.

**2. Subject matter of the contract**

The subject matter of the contract can be seen from these Terms and Conditions of Participation (T&Cs), the order form and from the specifications and price lists in question. In conjunction with the relevant statutory (e.g. industrial and trade law) directives valid at the event location in question, they regulate participation in the event by the exhibitor and the sponsors (hereinafter: Exhibitor). The T&Cs apply to all contracts concluded with Exhibitors from 02.01.2018.

**3. Registration and origination of the contract**

3.1. Registration of Exhibitors is done by sending the registration form, which has been completely filled in, by letter, fax, e-mail or via the internet.

3.2. The contract shall originate following confirmation by Organiser (order confirmation), albeit no later than dispatch of the invoice. Exhibitor shall be admitted to Event when the contract originates.

3.3. Exhibitors shall inform Organiser without delay if the invoice address / invoice consignee stated in the registration form changes.

**4. Organiser's services**

4.1. Allocation of stands:

4.1.1. Allocation of stands shall be at Organiser's free discretion and shall be done according to objective criteria resulting from the concept and the subject of Event. As a matter of principle, the specific position shall be allocated in a chronological order as a function of the receipt of the registration. Exhibitor's specific wishes shall be taken into account as far as possible. However, a claim to a specific position shall not exist. As a rule, the allocation of the stands shall be notified in a textual form. All and any complaints shall likewise be brought forward in a textual form.

4.1.2. To the extent that a slight limitation of the stand allocated to Exhibitor becomes necessary for technical reasons and/or due to directives from the fire brigade, this may amount to a maximum of 50 cm in each of width and depth. It shall not entitle Exhibitor to reduce the rental for the stand. This shall also apply to stands expressly registered as finished or system stands.

4.1.3. The stand may only be moved for cogent reasons. In such a case, a stand/area as equivalent as possible shall be assigned to Exhibitor.

4.1.4. Organiser reserves the right to move the entrances and exits, the emergency exits and the gangways for cogent reasons.

4.1.5. For events, Organiser sends the so-called exhibitor documents by e-mail.

4.1.6. For one-day or small events, the exhibitor documents can be replaced by oral or written agreements with a view to the statements of time and location of the set-up and dismantling of the stand.

4.1.7. The following information is contained in the exhibitor documents: time of set-up and dismantling, access to the event location, room and hall plans as well as further technical and organisational information.

4.1.8. The exhibitor documents shall be dispatched to the exhibitors by e-mail no later than 2 weeks before the start of the event or without delay if the exhibitor registers later.

4.2. Subscription, specialist periodical "Behörden Spiegel"

Exhibitor shall receive a subscription to the specialist periodical "Behörden Spiegel" with a term of one year. The term shall end automatically after one year. The subscription to the "Behörden Spiegel" is included in Exhibitor's costs. Exhibitor can informally challenge receipt of the "Behörden Spiegel" at any time.

4.3. Householder's rights / photography

4.3.1. If Organiser operates a loudspeaker system, the event management reserves the right to make announcements.

4.3.2. Professional photography, drawing and filming (hereinafter: images) within the event location shall remain reserved for Organiser. The attendee transfers the rights of use and exploitation to the images to Organiser or the press media in question. The images shall solely be used for press reports and for documentation of Event.

4.3.3. Organiser exercises the householder's rights in the event location, provided the householder's rights do not accrue to the operator of the object. It can issue house rules. The event management shall ensure cleaning of the building, the halls and the corridors.

4.3.4. Organiser shall ensure a general monitoring of the event location. Specific guarding of individual stands has not been planned. Exhibitor itself shall be responsible for the monitoring and guarding of the stand. This shall also apply during set-up and dismantling times. Specific guarding commissioned by Exhibitor shall only be permitted with Organiser's consent.

**5. Exhibitor's rights and duties**

5.1. Design, equipment and set-up of the stand

5.1.1. Exhibitor's name and address are to be attached to the stand in a way recognisable for everybody for the entire duration of Event.

5.1.2. Equipment of the stand shall be in Exhibitor's field of work to the extent that Organiser has not notified Exhibitors of any requirements within the framework of the standard set-up provided. To this extent, the event guidelines in question shall be obeyed in the interest of a good overall image. If Exhibitor sets up the stand itself, Organiser can demand that scale drafts are presented to the event management for approval before the start of work. Use of finished or system stands shall expressly be stated in the registration. The companies commissioned with design or set-up shall be notified to Organiser in the run-up.

5.1.3. Exceeding of the limitation of the stand and the set-up height shall in any case be inadmissible.

5.1.4. Organiser can demand that exhibition stands, set-up of which has not been approved or does not fulfil the exhibition conditions, are changed or removed. If the exhibitors fail to comply with the oral and/or written requests directly, removal or change can be done by Organiser at Exhibitors' expense. If the stand has to be closed for the same reason, no claim to reimbursement of the stand rent shall exist.

5.1.5. Exhibitors shall ensure that motor vehicles and/or vehicles of a similar kind may only be exhibited in closed rooms with an empty tank and the battery not connected or that the tank must be filled with nitrogen.

5.1.6. Weapons and/or exhibition objects similar to weapons may only be shown at the event in question by the exhibitors or their employees in a non-functioning condition.

5.1.7. Apart from this, the statutory directives for the use and/or presentation of technical systems in closed rooms (e.g. drones) shall apply to each event.

5.1.8. Exhibitors shall be obliged to complete the stand within the periods stated in the written advance announcements / exhibitor

documents in question. All materials used for the set-up must be non-flammable.

## 5.2. Operation of the stand

5.2.1. Exhibitors shall be obliged to occupy the stand with the registered goods during the entire term of the event and, to the extent that the stand has not been expressly hired as a representation stand, to keep it occupied with expert personnel.

5.2.2. Exhibitors shall be responsible for cleaning the stand. Cleaning must be done daily after the close of the event. Exhibitors shall avoid waste as far as possible and separate refuse according to recyclable substances. Any additional costs of disposal which are incurred shall be charged according to the causer principle.

## 5.3. Advertising

5.3.1. Advertising of any kind, in particular distribution of printed advertising and approaching visitors, is only permitted for the exhibitors within the stand.

5.3.2. Operating of loudspeaker systems, music/image presentations and AV media of any kind - also for advertising purposes - by Exhibitor shall require Organiser's express consent and shall be notified in good time before the start of Event.

5.3.3. Presentation of machines, acoustic devices, slide projectors and other technical systems/devices, also for advertising purposes, may be limited or revoked in the interest of maintaining regular operation of the event, even after consent has already been granted.

## 5.4. ID cards

Each exhibitor shall receive a number of exhibitor's ID cards for the necessary stand and operational personnel depending on the option booked. The cards shall be kept at hand in the course of the event. If misused, the card will be withdrawn. In a specific case, organiser can also obligate the personnel commissioned by exhibitors (e.g. trade fair building companies) to report personally to Organiser before entering the event location for safety reasons. After registration, the aforementioned ID card shall also be issued to the personnel. If misused, the card shall likewise be withdrawn.

## 5.5. Dismantling the stand

5.5.1. No stand may be completely or partly cleared before the end of the event. Exhibitors breaching this must pay a contract penalty to the amount of 20% of the stand rental.

5.5.2. The exhibition area shall be returned in the condition as taken over no later than the time set for the end of the dismantling. Attached materials, foundations, digging and damage shall be remedied without defects. Otherwise, the event management shall be entitled to have this work done at Exhibitor's expense. Further-reaching claims to damages shall remain unaffected. Exhibitors shall be liable for all and any damage, e.g. to the floor, the walls and the material provided on loan or for rent.

5.5.3. Stands which have not been dismantled or exhibition objects which have not been taken away after the time set for dismantling shall be removed by Organiser at Exhibitors' expense and stored with a freight forwarder or at any other suitable location, excluding liability for loss and damage.

## 5.6. Connections

5.6.1. To the extent that connections are required by Exhibitors, this shall be notified upon registration. Set-up and consumption shall be charged to Exhibitors.

5.6.2. For ring lines and other lines used jointly, the costs shall be allocated pro rata. All the installations may only be carried out by the admitted exhibitors up to the stand connection. They shall receive all the orders by Organiser's mediation and with its approval and shall give invoices for installation and consumption directly, complying with the guideline rates published by the event management.

5.6.3. Connections and appliances which do not fulfil the relevant provisions - in particular of the VDE and the local energy supply company - or the consumption of which is higher than reported can be removed or put out of operation by Organiser at Exhibitor's expense.

5.6.4. Exhibitors shall be liable for all damage incurred as a result of use of connections which have not been registered and not implemented by the fitters.

## 5.7. Joint and several debtors

If a plurality of exhibitors hire a stand in community, they shall be liable as joint and several debtors. Within the framework of the registration, a joint authorised representative shall be named in such a case; if none is expressly named, Organiser shall be entitled to regard the signatory of the registration as such. Notifications to the authorised representative shall be deemed notification to all the exhibitors.

5.8. Sub-rental, co-exhibitors, provision of the stand to third parties, sale for third parties

5.8.1. Exhibitors shall not be entitled to sub-rent the stand allocated to them or otherwise to provide, to exchange it or to accept commissions for other companies without Organiser's consent.

5.8.2. Incorporation of a co-exhibitor approved by Organiser shall be at a charge. In the event of unapproved sub-rental or forwarding of a stand, 50% of the stand rental shall additionally be paid by Exhibitors to the extent that Organiser has not demanded clearance of the area occupied by the sub-exhibitor.

## 5.9. Miscellaneous

5.9.1. We recommend that exhibitors insure their exhibition objects at their own expense.

5.9.2. Exhibitors and their employees may access the location and the halls at the times stated in the exhibitor documents in question. They must have left halls and the location no later than one hour after the close of the event. Exceptions shall require express approval by the event management. Staying overnight on the event premises or location is forbidden.

## 6. Exhibition costs, payment terms, lien and cancellation

6.1. The stand rentals and all and any surcharges for corner, head and block stands result from the price lists in question.

6.2. The costs for supply systems and other subsidiary services rendered upon application by Exhibitors, such as supply of gas, water, electricity etc., shall be stated to the exhibitors in advance by request or be settled directly by them to third parties.

6.3. As a matter of principle, the invoice amounts shall be settled within 14 days of receipt of the invoice. In any case, the invoice amount is to be settled completely before the opening of the event if nothing to the contrary has been expressly agreed. In the event of unpunctual payment, Organiser reserves the right to claim default interest pursuant to

§ 288, German Civil Code.

6.4. Following a reminder in vain and matching announcement, the event management can otherwise dispose of stands which have not been completely paid. In such a case, it can reject provision of the stand.

6.5. A landlord's lien for the objects brought in shall accrue to Organiser for all unfulfilled obligations and the costs incurred thereby. Organiser shall not be liable for damage and loss to the objects of lien occurring through no fault of its own and can sell them by public auction following written announcement. In this context, it is presupposed that all the objects brought in by Exhibitors are Exhibitor's unlimited property.

6.6. The application for withdrawal on the part of Exhibitor can only be made in writing. It has only been agreed with legal effectivity if Organiser likewise gives its approval in writing. If withdrawal takes place up to six months before the start of the event, 25% of the order value has to be paid, up to one month beforehand 90% and under one month

beforehand the total order value shall become due for payment. If the stand cannot be rented otherwise, the event management shall be entitled to move another exhibitor to the unoccupied stand or to fill the stand in any other way in the interest of the overall image. In such a case, the tenant shall have no claim to reduction of the stand rent. The costs incurred for decoration or filling of the stand which is not occupied shall be charged to the tenant.

6.7. If, due to official orders or reasons of force majeure (e.g. catastrophes, pandemic or terror), an event cannot take place at the announced place or time, the organizer has the right to repair or deliver at a different location at a different time. Such a postponement for which the organizer is not culpably responsible does not result in any right to extraordinary termination or to minimize the obligations of the client. If a new date for the event is impossible in a reasonable time due to persistent disruption, the organizer reserves the right to carry out the rectification online.

## **7. Copyrights, use of event documents etc.**

Talks, other contributions and event documents enjoy protection of the Copyright Act. To the extent that Exhibitors and/or their employees attend talks, other contributions to the event or use event documents, a simple, non-transferable right of use for personal use shall exclusively be granted. In particular, Exhibitors and their employees shall not be allowed to amend the contents or the editorial nature of the event documents - also in extracts - or to make use of amended versions, to copy them for third parties, to make them publicly accessible or to forward them, to place them on the internet or other networks at a charge or free of charge, to imitate, resell or use them for commercial purposes. All and any copyright statements, identifications or trademarks may not be removed.

## **8. Liability**

8.1. Organiser shall be liable without limitation for damage which it causes deliberately or by gross negligence. Likewise, it shall be liable without limitation for damage from a culpable injury to life, limb or health.

8.2. If the preconditions stated under Section

8.1. have not been fulfilled, Organiser shall only be liable - regardless of the legal reason - if a cardinal contractual duty has been breached culpably. In such cases, liability has been limited to the damage typical for the contract. Cardinal contractual duties are those, performance of which only makes proper performance of the contract possible and in compliance with which the contracting party may regularly trust. Thus, it is a question of duties, breaching of which would jeopardise achievement of the purpose of the contract.

8.3. The aforementioned limitations of liability shall not apply to all and any claims on account of a lack of a guaranteed condition or a property of the services to be rendered as assured by Organiser. To the extent that liability has been ruled out or limited, this shall also apply to the personal liability of the statutory representatives, managerial employees and other vicarious agents.

8.4. Organiser shall not be liable for damage caused by third parties, in particular for interruptions or output deviations of the electricity, water/waste water, gas and compressed air supply.

8.5. Organiser shall not be liable for limitations of a geographical or temporal nature or in the event of a complete cancellation originating as a result of force majeure, vandalism, terror, terror threats or by unforeseeable technical and/or human catastrophes.

8.6. An exclusion of liability shall also exist in all cases of limitations of the subject matter of the contract originating as a result of police or official instructions. This shall not apply if the instructions are based on a deliberate or grossly negligent conduct on the part of Organiser or its vicarious agents. Organiser rules out all reimbursement of exhibition fees and payment of the costs originating up to the start of the exhibition as well as all kinds of liability in the aforementioned cases.

## **9. Data protection**

Organiser collects, processes and uses the data of the exhibitors and its employees named by it for handling of the contractual relationship in accordance with the data protection law requirements valid at the time in question, e.g. according to the Federal Data Protection Act (see data protection declaration of ProPress GmbH).

## **10. General provisions**

10.1 Organiser shall be entitled to have the agreed services or parts thereof rendered by third parties as subcontractors.

10.2. The place of jurisdiction for asset law disputes from the present agreement shall be Organiser's registered office if Exhibitor is a merchant and the agreement is part of the operation of its branch of trade or the customer does not have a general place of jurisdiction in Germany and if no exclusive place of jurisdiction exists. However, Organiser shall be entitled to sue the customer at any other statutory place of jurisdiction. The statutory places of jurisdiction shall apply in the event of non-merchants.

10.3. The parties' contractual relationships shall be governed by the law of the Federal Republic of Germany.

10.4. The place of performance in the event of conclusion of a contract amongst merchants shall be Organiser's registered office.

10.5. Exhibitors may only assign claims from the present agreement with Organiser's prior written consent.

10.6. Oral agreements do not exist. Amendments to the contract shall require written form.

10.7. If a provision of the present agreement, the present T&Cs, specification and/or price list is partly or totally ineffective, the validity of the remaining provisions shall not be affected.

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