



# Particular Terms of Participation (B)

Last revised: August 2020

## B 1 General

GHM Gesellschaft für Handwerksmessen mbH organises the Heim+Handwerk Sales Exhibition, every year. Upon application it admits exhibitors of certain **groups of products** to the Trade Fair.

GHM's general and particular terms of participation as well as the terms of use of the trade fair premises and the circulars of GHM form the contractual basis for participating in the Heim+Handwerk 2020. The provision of trade fair media is subject to GHM's Terms & Conditions for Trade Fair Media. Solely these terms shall apply for the participation in this trade fair and for the purpose of the contractual relationship between GHM and the exhibitor.

**The exhibitor also undertakes to comply with the Technical Guidelines for the Exhibition ground Messe München (see A 6).**

GHM reserves the right to issue set-up and dismantling tickets.

## B 2 Dates and deadlines for the event

(1) Period of the event	Wednesday, 25. November 2020 until Sunday, 29. November 2020
Opening hours	09:00 a.m. – 06:00 p.m.
Venue	Fairground Munich
Setting up	Sunday, 22. November 2020 and Monday, 23. November 2020, 07:00 a.m. – 11:00 p.m. Tuesday, 24. November 2020, 07:00 a.m. – 06:00 p.m.
Latest permissible set-up date	<b>Tuesday, 24. November 2020, 12:00 noon.</b> If you fail to observe this deadline, clause A 8 of the General Terms of Participation (cancellation, redesign of stand and damages) shall apply.
Dismantling	Sunday, 29. November 2020, 07:00 p.m. until Monday, 30. November 2020, 11:00 p.m. and Tuesday, 01. December 2020, 07:00 a.m. – 06:00 p.m.

Clause A 4 of the Terms of Participation remains unaffected.

Earlier set-up shall only be permitted upon prior agreement and if the technical exhibitor service was duly given prior written notice thereof. The exhibitor shall be charged all costs incurred in this process.

(2) Allocation of stand spaces starts: **from April 2020.**

## B 3 Fees, payment conditions, lessor's right of lien

(1) All prices stated below are net rates, to which must be added value-added tax at the currently valid statutory rate. **As a general rule, payment must be denominated in EUROS. A processing fee of € 95.00 plus interest on arrears, as applicable, shall be incurred for late payments.**

The exhibitor shall bear the cost of all fees, bank charges and taxes, in particular value-added tax. Any deductions or discounts of third parties given when paying shall not be effective against GHM.

(2) The invoice for participation shall be sent to the exhibitor once he has been approved and accepted. This invoice shall, amongst other things, include the participation fee, the rent for the stand area, the basic equipment such as exhibitor IDs, consultation and service from GHM, visitor promotion as well as PR work and publicity.

### Participation fees:

Row stand	(1 side open)	€ 168.00/m <sup>2</sup>
Corner stand	(2 sides open)	€ 179.00/m <sup>2</sup>
End stand	(3 sides open)	€ 187.00/m <sup>2</sup>
Island stand	(4 sides open)	€ 189.00/m <sup>2</sup>

A surcharge of 5.00 €/m<sup>2</sup> is payable for the "Wohndesign" hall. **You will only be allowed to participate in the "Wohndesign" hall after submission of a concept/stand drawing, which is subject to GHM's approval.**

Floor space will generally be measured square. This means that projections, columns, beams, cable or pipe-work connections or the like will not be taken into consideration. Row stands adjacent to the hall walls will be booked with a minimum depth of 4 metres.

The minimum floor space of a stand that may be booked is 15 m<sup>2</sup>. Smaller areas may only be booked if they are the inevitable result of layout planning.

In hall stands with an **accessible upper floor**, a price which corresponds to 40 % of the ground level price will be charged for the upper level.

Every stand must be equipped with back walls and flooring. Partition walls are subject to order and shall not be deemed to be included in the space rental.

(3) GHM has undertaken an obligation to levy the exhibitor contribution to AUMA (Association of the German Trade Fair Industry) in the amount of € 0.60 per square metre of let space from its exhibitors and to forward this money to AUMA. As an umbrella Association of the German Trade Fair Industry AUMA represents the interests of exhibitors, visitors and organisers; it informs and consults potential trade fair exhibitors both from Germany and abroad.

(4) Advertising space is available for rent inside the halls, on the **outside** and in outdoor **areas**. We will inform you separately about the options available for exhibitors.

(5) The invoice for participation shall be sent to the exhibitor once he has been approved and the full amount shall be due at the latest on **21. September 2020**. This date is specified according to the calendar as defined by Section 286 of the German Civil Code (BGB). Therefore, from the first day after **21. September 2020** interest shall be charged on. If the invoice is issued after **21. September 2020**, the total amount shall become due with immediate effect. In the event of default of payment, interests shall be paid on arrears according to Section 288 of the German Civil Code. Any objections brought forward later than within 8 calendar days after receipt of the invoice shall not be taken into consideration.

**The exhibitor shall not be permitted to use the stand area before his invoice has been settled. It shall not be possible to access and print exhibitor IDs in the exhibitor portal until the invoice for participation has been paid.**

(6) GHM has the right to make admittance to the trade fair conditional upon punctual payment of the registration fee. GHM may also confirm admittance to the trade fair in case of late payment. This registration fee shall be offset against the trade fair participation fee should the contract come into force. Should no contract come into force, GHM has the right to retain the compensation for costs incurred by GHM. No legal claim may be derived from this with respect to future events.

(7) GHM reserves the right to charge the exhibitor an advance payment for various services (additional exhibitor passes, etc. available at the exhibitor's expense). The services subject of the order will be provided on receipt of payment. Any payments effected for services exhibitors fail to avail themselves of may be reimbursed at request and on submission of proof after the event has ended. **This shall be without prejudice to section A 4 Changes made to the event.**

(8) All payments must be made in EUROS.

(9) To secure its claims under the lease GHM retains the lessor's right of lien according to BGB. No liability is accepted for any slightly negligent damage of objects by GHM, its agents or its legal representatives which is caused in the justified exercise of the right of lien.

(10) All of the prices listed are net prices and are subject to value-added tax at the statutory rate on the date on which the service was provided.

The following shall apply with respect to exhibitors from EU member states (excluding Germany): The exhibitor (beneficiary) confirms that any services rendered to it by the service provider (GHM) will be used exclusively for the purposes of the beneficiary's company and not for purposes other than the company or private purposes. This statement shall be valid unless and until revoked in writing.

Should the beneficiary use the services for purposes other than its own company, the beneficiary may be held liable by the service provider for any loss or damage that may be caused to the service provider as a result, payment of value-added tax with retroactive effect in particular. In order to confirm and substantiate use of services for entrepreneurial purposes, the beneficiary shall notify GHM of the beneficiary's VAT identification number. Should the beneficiary fail to notify GHM of the VAT identification number, the service provider will assume that the service is liable to taxation and needs to be taxed in Germany and will accordingly add value-added tax to the invoice. All fees, bank charges, duties and taxes such as value-added tax in particular, are at the expense of the exhibitor. Exhibitors from abroad shall not be entitled to any tax relief. This shall also apply to VAT ID no. for which no valid confirmation with the exhibitor's company address is issued by the Federal Central Tax Office as well as in the event that a submitted VAT ID no. is not declared valid.

## B 4 Application

(1) Companies with exhibition items listed in the product categories (= product range) specified by GHM may register for the Heim+Handwerk Exhibition.

(2) For application the exhibitor must use the correct application form, which must be filled in either in typewritten form or block capitals and signed by an authorised signatory.

(3) Items to be exhibited must be marked in the product categories (= product range). The product categories (= product range) are a component of registration and must be submitted with it. Descriptions and brochures of the exhibition items must be included.

(4) The exhibitor confirms that the items exhibited which have been registered by him are subject to his unrestricted right of use and that the goods are new and unused.

(5) The exhibitor must make special mention of properties of exhibition items which could prove to be a nuisance to the business of the Trade Fair (e.g. appearance, smell, noises, etc.).

(6) Dealers who take part as exhibitors must provide information with their application form about the names of the manufacturers whose products they are exhibiting under their name.

(7) Exhibitor associations (association of several companies on one stand; one responsible person must be named) must apply for a joint stand.

(8) The time of receipt of the application form does **not** constitute a deciding factor when it comes to the allocation of stand space.



(9) Application forms which are received after the start of allocation of stand space (see B 2) or which have not been properly submitted in some other way may only be processed subject to reservations.

### B 5 Co-exhibitors and companies represented in addition

A co-exhibitor shall be defined as any company which is represented at the stand of the main exhibitor (the main tenant) with its own staff and own range of products and/or services. This term also includes group undertakings, subsidiaries, sales offices and representative offices. Representatives of companies will not be admitted as co-exhibitors.

Should the main exhibitor itself be the manufacturer, every company whose products or services are being offered by the main exhibitor in addition shall be considered to be a company represented by the main exhibitor in addition. Should a main exhibitor that is a distribution company in addition to the products made by a manufacturer also exhibit additional ranges offered by other companies, these other companies shall be considered to be companies represented by the main exhibitor in addition.

As a result of admittance of the main exhibitor to the trade fair, no contract shall come into force between the co-exhibitors registered or companies represented by the main exhibitor in addition by the main exhibitor and GHM.

Co-exhibitors/companies represented by the main exhibitor in addition must be registered by the main exhibitor (contracting party) by means of separate application forms. Co-exhibitors/companies represented by the main exhibitor in addition shall be admitted to the trade fair separately and the trade fair admittance relating to co-exhibitors/companies represented in addition shall be sent to the main exhibitor. The exhibition area will be let as a whole and only to a single main exhibitor (contracting party).

**Co-exhibitors/additional companies represented may be included subject to payment of a media allowance € 270.00 (plus statutory VAT, as amended) by the main exhibitor. Co-exhibitors shall be subject to approval by GHM. Approval shall be deemed to have been given by GHM sending the main exhibitor a notice of acceptance of co-exhibitor.**

Should a main exhibitor fail to register a co-exhibitor/company represented by the main exhibitor in addition, the media allowance plus compensation for costs incurred by GHM totalling 50 % of the media allowance will be charged to the main exhibitor subsequently once GHM has become aware of the existence of a co-exhibitor/company represented by the main exhibitor in addition and approved of it with retroactive effect.

In case of cancellation of participation by a co-exhibitor/company represented by the main exhibitor in addition, compensation for costs incurred by GHM totalling 50 % of the media allowance charged for such co-exhibitor/company represented in addition shall be charged by GHM.

The main exhibitor must make sure that its co-exhibitors and the companies represented by the main exhibitor in addition comply with the Terms of Participation (B, A, M), the Technical Guidelines, the Terms of Use of the Fairgrounds as well as the circulars sent by GHM and instructions given by the trade fair management. The main exhibitor shall be held liable for negligence attributable to its co-exhibitors and companies represented in addition the same way as for its own negligence. Should the co-exhibitors/companies represented in addition directly avail themselves of services from GHM, GHM has the right to invoice the main exhibitor for these services; the main exhibitor shall also be held liable for such receivables as joint and several debtor.

### B 6 Trade fair media and media allowance

GHM will publish official media for the exhibition. All exhibitors and each of their co-exhibitors are required to pay a media allowance (= **SMART media package**) totalling € 270.00 (plus statutory VAT). This includes the obligatory entry in the trade fair media published by GHM such as a print product and the "marketplace" (online directory of exhibitors).

It is possible to book a premium package for an additional fee. The media allowance (= **SMART media package**) includes as a minimum company name, hall and stand number in the print product as well as company address and 5 product categories in the marketplace. Even if inclusion in the printed product is no longer possible due to late registration, the exhibitor will not be entitled to a reduction in the media allowance; the exhibitor will still be obliged to purchase the media allowance (= **SMART media package**).

Entries, changes and amendments can be made to the marketplace prior to, during and after the trade fair. In the case of exhibitors who fail to submit their order in good time, GHM will be entitled to arrange for an entry in the print media and marketplace based on the registration documents without any liability for their accuracy at the exhibitors' expense.

The provision of trade fair media is subject to the Terms & Conditions for Trade Fair Media.

### B 7 Exhibitor passes

(1) **The exhibitor who has paid his invoice in full will receive exhibitor passes.** These can be accessed in the exhibitor portal and printed. These passes are not transferable (§ 123 StGB).

(2) For the period of the event the exhibitor will receive without being separately invoiced:

- for a stand area of up to 20 m<sup>2</sup> three exhibitor passes
- for a stand area sized up to 100 m<sup>2</sup>
  - one additional exhibitor pass for every 10 m<sup>2</sup> in full or in part
- for a stand area sized over 100 m<sup>2</sup>
  - one additional exhibitor pass per additional 20 m<sup>2</sup>

The inclusion of co-exhibitors does not justify any claim to a higher number of gratuitous exhibitor passes.

Additional exhibitor passes may be ordered from the Trade Fair Management at a price of € 40,00 each (plus statutory VAT) and can be accessed in the exhibitor portal and printed. The exhibitor pass does **not** entitle the holder to use the Munich public transport system (MUV) free of charge.

### B 8 Generally on the running of the stand

(1) The selling and/or presentation of products shall only be permitted on the rented stand area. The gangways shall be kept free.

(2) Food and drink (even if free of charge) may only be handed out subject to prior permission. Exceptions to this rule would be so-called samples of food and drink which at the same time are sold at the event. Such permission must be applied for from the District Administrative Council of the state capital Munich, Bezirksinspektion 15, Truderinger Str. 288, 81825 Munich.

An installation for serving drinks (serving of beer and other drinks under pressure by CO<sub>2</sub> or N<sub>2</sub>) may only be taken into operation if this was shown to the responsible local authority (§ 8 Alcoholic Beverages Regulations) and if an expert certified that the installation meets the relevant technical regulations. A notice in writing must be submitted to the District Administrative Council of the state capital Munich, Bezirksinspektion 15, Truderinger Str. 288, 81825 Munich.

(3) The use of loud speakers, microphones, voice amplifiers and other technical acoustic aids shall in principle only be permitted with GHM's written consent (see A 14).

**Should you fail to comply, a warning will be issued. Should you fail to comply notwithstanding the warning issued to you, an extraordinary notice of termination will be triggered and your stand will have to be closed down as a result.**

### B 9 Event business

(1) The exhibitor has the right to take orders for his exhibited goods.

(2) **It is permitted to sell directly from the stand.**

(3) It is prohibited to collect goods before or after official opening hours of the event (see B 2).

(4) In accordance with the provisions of the Trade Regulations, the prices for all goods exhibited during the event must be stated with a clearly legible price tag, including value-added tax, or price lists must be shown.

**The German version of the Terms of Participation is deemed to be the binding version.**

### Organiser:

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# General Terms of Participation (A)

Last revised: August 2020

## A 1 Admission

(1) Exclusively GHM may admit of an exhibitor to the event. Admission comprises allocation of a certain stand space and the permission to exhibit certain items. The size of the stand according to permit may not under any circumstances be exceeded.

(2) The contract will only come into force when the admission document was issued. An exhibitor will be considered to have been admitted to the trade fair when the confirmation of admission document was issued—which may be issued electronically and in this case will have a legally binding effect even without signature. An order for detail planning (stand construction, etc.) should only be issued thereafter.

(3) If no divergence exists between the admission document and the application form concerning products subject to registration, the contract of lease shall come into force when the exhibitor receives the admission document. If a divergence exists between the admission document and the application form in this respect, the contract of lease shall come into force unless the exhibitor contradicts the admission in writing within a period of eight (8) calendar days of receipt. GHM undertakes to particularly point out deviations to the exhibitor when a diverging admission document is sent.

(4) GHM has a legal right to refuse admission to the event without having to state any reasons for its decision. Therefore no legal right to admission exists. Companies which have not fulfilled their financial obligations to GHM or MMG, e.g. from earlier events, or which breached the house rules for the New Munich Trade Fair Centre or the Terms of Participation at earlier events may be excluded from admission.

(5) GHM will decide the location of the stand applied for with due consideration being given to the registered exhibits and the content structure of the exhibition (product categories (= product range)). The order or sequence of registrations is not a deciding factor in the allocation of places. Special requirements by the exhibitor may only be considered by GHM after prior confirmation in writing.

(6) Products which may disturb the business of the event because of their appearance, smell, noise, etc., and goods which are not subject to the full and absolute control of the exhibitor, will not be admitted. In case of doubt, GHM may admit certain goods subject to the proviso that they do not constitute a nuisance for others.

**(7) Reference is made to the relevant provisions of the Federal Regulations for the Protection of Species and the Federal Nature Conservation Act.**

(8) Exhibitors will be admitted to the event by a confirmation of admission being sent which may be produced electronically and will in this case be legally valid without signature.

## A 2 Binding of the exhibitor to the contract, indemnification

(1) Exhibitors registered and admitted to the trade fair shall not have the right to terminate the contractual relationship with GHM unilaterally or revoke the contract for breach of contract or performance not in conformity with the contract. This shall be without prejudice to sections 323 et seqq. of the German Civil Code (BGB) as well as the right to give notice of termination for cause.

(2) In case of an exhibitor wishing to revoke the contract as a whole or in part or to reduce the exhibition space without prevalence of a reason to do so prescribed by law, GHM will endeavour to re-let it and rent out such space to another customer. However, GHM shall not have a duty to do so. Revocation of the contract as a whole or in part shall not have an impact on the exhibitor's payment obligations under the original admission notice. Should GHM actually succeed at renting the space out to another customer in part or as a whole, the exhibitor will be refunded the amount paid for the space by another customer on receipt of full payment for the re-let space. Should another exhibitor already admitted to the trade fair be relocated to this space and occupy it, such occupation shall only be interpreted as re-letting for the purposes of this clause to the extent a higher space rental may be generated for this space and the space vacated as a result of relocation of the other exhibitor can be re-let, too.

Even if revocation of contract/reduction of space requested by the exhibitor can actually be carried into effect in part or as a whole, the exhibitor shall be required, in any case, to pay GHM a lump-sum compensation in the amount of € 750.00 plus statutory VAT in case of cancellation up to six (6) weeks prior to the start of the event and of € 1,250.00 plus statutory VAT any time thereafter as compensation for additional time spent by GHM. Such compensation shall be offset against any refund that may be payable. The exhibitor as well as GHM shall have the right to submit proof, on a case-by-case basis, to the effect that costs actually incurred are higher or lower than that and to demand that the fee be adjusted accordingly. This includes, but is not limited to, the right to charge the exhibitor additional chargeable costs already incurred for additional services the exhibitor may have placed an additional order for. Reference is herewith made to section M 6 of the General Terms and Conditions for Trade Fair Media.

Any services that may have been ordered from third parties in addition must be terminated and cancelled separately by notice given to these third parties and shall be subject to the third party's terms and conditions.

(3) GHM, in turn, shall have the right to revoke, terminate and cancel the trade fair participation contract in case the exhibitor has failed, intentionally or negligently, to comply with the exhibitor's payment obligations in due time. The exhibitor shall be liable for any damage or loss GHM may suffer as a result. Even if the space concerned can be re-let, the exhibitor shall definitely be required to pay to GHM a lump-sum compensation according to paragraph 2 for additional time spent.

(4) The exhibitor may not further let or hand over the stand which is admitted under his name to other firms.

**(5) GHM shall also have the right to terminate the trade fair participation contract for cause without notice in case of the exhibitor's failure to comply with the exhibitor's primary contractual obligations, even after a warning has been issued to the exhibitor, including but not limited to those obligations the exhibitor is required to comply with under the General/Particular Terms of Participation and under the house rules and terms of use. In these cases, the exhibitor shall be held liable by GHM for any loss or damage caused to GHM. Even if the space concerned can be re-let, the exhibitor shall definitely be required to pay to GHM a lump-sum compensation according to paragraph 2 for additional time spent.**

## A 3 Subsequent change to allocation of places

(1) In the interest of the whole event, GHM must have flexibility in managing changes arising during the preparation time of the event. GHM is therefore entitled to change the allocation of space stated in the admission document (e.g. to move a stand to another location, to change the size and design of the stand, and to relocate or close entrances and exits to the fair ground and to the halls).

(2) GHM may not, however, demand deviations in the stand area by more than one third of the originally allocated stand area.

(3) The exhibitor has a right to be compensated for the difference by which the price of participation may be reduced. All further claims against GHM shall be excluded.

(4) If the exhibitor cannot be reasonably expected to accept the change in the allocation of space without compensation by reason of the expense he has incurred, and considering the interests of GHM in an overall planning which takes into account the needs of all exhibitors, and also the ruling made in A 3 paras. 2 and 3, then he can claim reimbursement of the loss which has been incurred by him through relying on the validity of the allocation of place.

(5) Further claims for damages or loss and a right to withdraw by the exhibitor shall be excluded. The exhibitor cannot claim any rights from the fact that the location of the other stands has changed in relationship to his stand.

## A 4 Changes made to the event

**(1) Where force majeure or any other unforeseeable and insurmountable obstacles, that may not be overcome by GHM making reasonable efforts, render it impossible for the event to be staged as planned, GHM shall have the right to cancel the event. Any of the following events shall be deemed to constitute unforeseeable events and GHM shall not be held liable for occurrence thereof: acts of terror, epidemics, acts of God or extreme natural phenomena, explosions, fires, destruction, long-lasting power outages (black-outs), strikes occurring at third-party enterprises, compliance with laws or executive orders, bans imposed by public authorities and government agencies.**

Cancellation may be justified i.a. if the conditions imposed by public authorities and government agencies for staging the event are deemed unbearable, if holding the event would mean that GHM would not be able to comply with its duties as organiser or if it is to be expected that the purpose of the event would be substantially compromised as a result, e.g. if only one fifth of the usual number of participants are expected to participate or if almost all major market players are expected to be absent or if the necessary interaction between visitors and participants could either not take place at all or would be limited substantially, for instance because of the prevalence of a health hazard.

GHM shall have the duty to promptly notify the exhibitor of any such cancellation. Reference herewith is made to **paragraph 6 in section A 18 Liability and insurance**. No trade fair participation fee shall be due and payable. Any payments already received, if any, shall be refunded.

(2) Should any of the reasons specified in paragraph 1 prevail, GHM shall have the right to reschedule the event. GHM shall be required to promptly notify the exhibitor thereof.

Reference is herewith made to **paragraph 6 in section A 18 Liability and insurance**. If an exhibitor intends to revoke the contract after the event has been rescheduled, paragraph 2 of section **A 2 Exhibitor bound to the contract, indemnification** shall apply mutatis mutandis.

(3) Where—for the reasons stated above in paragraph 1—the event is only being cancelled or the duration of the trade fair is only being reduced or individual exhibition sections or parts thereof are only being cleared, either temporarily or permanently, after the trade fair has already started, the participant shall not have a right to claim a refund/reduction of the agreed fee.

## A 5 Rules for using the fair ground

The house rules and regulations for use for the fair ground is part and parcel of the General and Particular Terms of Participation. The exhibitor can inspect the house rules and regulations for use in the offices of GHM during normal business hours. They can be sent to him upon request.

## A 6 Technical Guidelines for the fair ground

The Technical Guidelines for the New Munich Trade Fair Centre are part and parcel of the General and Particular Terms of Participation. The exhibitor can inspect the Technical Guidelines in the offices of GHM during normal business hours. They can be sent to him upon request.

## A 7 Circulars

After admission the exhibitor will be informed by circular letter about details of preparation and implementation of the event. These circulars are part and parcel of the Terms of Participation.

## A 8 Occupation of stand

**(1) If the exhibitor fails to occupy his stand within the period mentioned in B 2 of the Particular Terms of Participation, GHM may rescind the contract without having to send a prior reminder and, optionally, allocate the stand to another exhibitor or redesign it as required to present a holistic picture at the event. The exhibitor shall be liable for any loss incurred by GHM.**

**(2) Paragraph 2 of section A2 Exhibitor bound to the contract, indemnification shall apply mutatis mutandis. The stand will have to remain occupied until the trade fair has officially ended. A contractual penalty in the amount of € 2,000.00 shall be due and payable in case of breach.**

## A 9 Transportation of exhibits

(1) The forwarding agents approved by GHM (**see exhibitor service documents**), hereinafter referred to as exhibition forwarders, shall exercise the exclusive forwarding right on the fair ground. This includes, for example, transporting exhibits, stand structures, etc. to the stand including provision of auxiliary equipment, if necessary, as well as customs clearance for temporary or definitive imports. Forwarding services on the fair ground may only be assigned to exhibition forwarders.

(2) GHM shall not assume liability for any risks associated with the exhibition forwarder's operations.

(3) The exhibitor shall not be entitled to indicate GHM as addressee of shipments of goods (exhibits, stand construction material, information material and the like) or other shipments which are not destined for GHM but the exhibitor or third parties. GHM shall be entitled but not obliged to take delivery of and store such shipments in the name, at the expense and risk of the exhibitor against reimbursement of fees or commission the competent exhibition forwarder with storage of such shipments, the storage of exhibits and packaging materials in particular. No claims may be asserted against GHM from taking delivery of such shipments without verification of the adequacy and completeness of such shipments, freight and forwarding invoices or failing to duly store or safe-keep the goods. The statements above shall not apply to liability for intent.

(4) Exhibitors shall not be permitted to store any empties whatsoever (such as packaging and packing materials) at the stand or outside the stand in the hall or loading yard. Empties must promptly be removed. Empties may be stored on the fair ground via the exhibition forwarders. This service may be rendered for valuable consideration. GHM shall be entitled to have empties removed at the exhibitor's expense and risk in the event that the exhibitor fails to comply with GHM's request to remove illegally stored empties.

## A 10 Setting-up and dismantling and design of the stand

### (1) General

The normal height of stand structures and advertising mediums is 3.00 metres. The height of structures is stipulated individually for each event and may be seen from the "Important notes" section of the applicable exhibitor service documents. You may also make inquiries with the technical exhibitor service department. The height limits may only be exceeded in stand structures subject to GHM's prior written consent. In general, exhibits shall not be subject to these limitations. The competent technical exhibitor service must, however, be informed of such exhibits in advance.

The fair ground may only be accessed with any vehicles whatsoever at the exhibitor's own risk and subject to approval, a valid access permit or valid parking ticket. As a general rule, the fair ground may not be accessed and no cars may be parked at the fair ground during the event. The parking ticket or access permit shall only cover the vehicle for which it was issued.

GHM shall be entitled to request payment of a reimbursable fee for accessing the fair ground and to limit the maximum period of stay. If the limited period of stay is exceeded, the fee will not be reimbursed. This rule shall apply during setting-up and dismantling as well as if GHM has granted the exhibitor permission to enter the fair ground during the event.

The German road safety provisions (StVO) shall apply on the entire fair ground as well as the exhibition parking lots. The maximum speed permissible on the fair grounds is 20 km/h. In the halls, walking pace is the maximum speed; during the event, this rule shall also apply to the rest of the fair ground. Exhibitors must pay heed to pedestrians to the greatest possible extent. Paths and grassed areas that have been blocked may not be accessed by vehicles.

Halls may only be accessed for loading and unloading. The indicated maximum load on hall flooring as well as the height and width of doors must be taken into consideration. The engine must be switched off during loading and unloading. Exhibitors shall not be permitted to park cars in the halls at any time.

Caravans may not be parked on the fair ground for accommodation purposes. With the exception of specifically sign-posted areas, the entire fair ground is an absolutely no-stopping zone. GHM reserves the right to tow away any vehicles parked in the no-

stopping zones or parked in any other illegal way and to remove trailers, containers and empties at the expense and risk of the responsible party, owner or driver.

In addition, the terms and regulations for entering the grounds specified in the exhibitor service documents ("important information") valid for the respective event as well as the exhibitor information regarding traffic that shall be sent to the exhibitor in good time prior to commencement of the event shall apply.

GHM shall be entitled to take further action to direct and regulate traffic, in particular in order to ensure smooth procedures during loading and unloading or during the event. All parties present on the fair ground must observe such measures. GHM, in particular, reserves the right to regulate access of exhibitors or their exhibition and stand constructors or other contractors to the individual stands.

Floors, the hall walls and columns as well as firm fixtures, particularly pipe work and fire fighting installations, may neither be painted nor papered over and must be accessible at all times. Any floor surfaces whatsoever may only be stuck onto the hall floor with double-faced textile tape.

Floor coverings and adhesive tape must be removed again after the event has ended. Joints in hall walls, ceilings and floors may not be damaged under any circumstances by the cutting of chases, foundations or similar operations. Exhibitors shall not be permitted to insert bolts and anchors. The explicit approval of Messe München GmbH (MMG), central technical exhibitor service department, must be obtained for fixtures to floor, walls and ceilings. Circular saws and other machinery which develops dust and sawdust may only be used for setting up the stand together with dust extraction equipment. In the event of non-compliance with the above regulations, the originator of the damage shall be held liable in full for any damage caused.

### (2) Setting-up

Exhibitors shall be responsible for the configuration and design of the stands and necessary set-up. Exhibitors must, however, take the nature and appearance of each trade fair and event into consideration. GHM shall be authorised to stipulate associated changes in the stand design. GHM furthermore reserves the right to stipulate the frame structures in the Particular Terms of Participation for individual trade fair events.

### The name and registered office of the exhibitor must be clearly visible on the stand.

Any exhibits which may pose a considerable danger to or may have adverse effects on other exhibitors, visitors or the exhibits of other exhibitors as a result of their appearance, smell, noise, vibration or similar properties, must promptly be removed from the fair ground at GHM's request. This obligation of the exhibitor shall apply even if he has mentioned such properties in his application form and GHM has admitted him.

If the exhibitor does not comply with GHM's request without delay, GHM shall be authorised to remove the exhibits subject of complaint at the exhibitor's expense and risk or to close the exhibitor's stand, without the exhibitor being entitled to assert any associated claims against GHM. The dismantling date for the closed stand shall be determined by GHM.

### (3) Dismantling

Under no circumstances may return transport of exhibits from the fair ground and the dismantling of the stand commence before the close of the event. By the end of the dismantling time indicated for each event (official dismantling time), the exhibitor must have completely removed the entire stand construction material, all exhibits and pieces of equipment as well as any other exhibition materials and reinstate the original condition of the exhibition area. Nothing may be left behind on the fair ground. Those who produce waste at the fair grounds are responsible for adequate and environmentally friendly waste disposal. Waste producers may, at their discretion, either take the complete waste produced by them away and dispose of such waste outside the fair ground in a responsible-minded and adequate manner or commission GHM or GHM's contractor designated by GHM with waste disposal. Each waste producer shall be responsible for observing the statutory and official provisions as well as the regulations listed below.

If the waste producer was directly or indirectly commissioned by an exhibitor, the latter shall also be held responsible for the waste producer's conduct. If the waste producer breaches statutory and official provisions or the regulations mentioned below, GHM shall be entitled to not only take recourse to the waste producer but also to the exhibitor who has directly or indirectly commissioned the waste producer. In this event, the waste producer and the exhibitor shall be jointly and severally liable.

The exhibitor shall also be liable for any damage which may arise if the original condition of the exhibition surface has not been reinstated by the exhibitor.

### (4) Waste disposal, refuse avoidance, hazardous materials reduction

Efforts must be made during each phase of the event to avoid waste wherever possible. This aim must be pursued in planning and coordinating activities undertaken by all those involved. As a general rule, recycling material must be used for stand construction and operation that has as little impact on the environment as possible.

In the area of the state capital of Munich, commercial waste may only be delivered to municipal refuse dumps and waste-to-energy plants if it has been sorted into material groups beforehand.

Materials capable of recycling must be recycled. Hazardous waste cannot be accepted and must be disposed of by specialist companies.

The waste disposal fee covers the removal of waste from the exhibitor's stand during setup and dismantling and for the duration of the trade fair. (It does not cover production waste and material accumulating from demonstrations.)

The party generating the waste is obliged to report any hazardous waste and other refuse that, owing to their type, characteristics or volume, pose a health or environmental risk, or which are explosive or flammable, to GHM, and to arrange for their due and proper disposal by the relevant contractual partner of GHM.

The same applies to the disposal of construction waste, bulk waste and carpeting. A fee will be charged for the disposal of such special waste. If the party generating the waste fails to meet payment obligations arising in connection with this special waste, GHM will also be entitled to assert claims against the exhibitor as well as against the party generating the waste in cases where the latter was directly or indirectly active on behalf of the former on the trade fair site.

## **A 11 Light, heat, electricity, gas, water**

(1) GHM shall provide general hall lighting and heating services. Special contractual arrangements may be made at the exhibitor's expense.

Messe München GmbH (MMG) is the operator of the Munich Trade Fair Centre and as such is responsible for maintaining electricity lines, heating, gas and water connections to the exhibitor's stand. If necessary, the exhibitor shall be required to conclude a separate agreement on use of and the fee payable for such connection with MMG. The central technical exhibitor service department of MMG is responsible for technical support.

### **(2) Electrical installations**

Electrical installations from the branches to the stands may only be made by GHM or its authorised contractors. Electrical installations which may only be made by GHM or its authorised contractors include the mains connection including power lines, mains fuse and, if applicable, mains switch/electric supply meter. Generators may only be used at the stand subject to the competent technical exhibitor service department's prior written consent. The exhibitor shall not be entitled to procure electricity for his stand from persons not authorised by GHM. In particular, exhibitors shall not be permitted to procure electricity from neighbouring stands. Orders (for forms see exhibitor service documents) must be accompanied by a layout plan which depicts the requested position of the connections.

Exhibitors must make sure that electrical installations are designed for simultaneous operation of all current consumers at the stand. If GHM finds that the electrical installations ordered by the exhibitor are not fit for simultaneous operation of all current consumers, GHM shall without the exhibitor's request be entitled to subsequently adjust the respective electrical installations at the exhibitor's expense.

To the greatest possible extent, electrical installations will be laid through the branch ducts; if it is necessary due to the particular position of the connection point, however, electrical installations will also be laid overground.

GHM shall be entitled to guide electrical installations and connections for neighbouring stands through the exhibitor's stand unless it would cost GHM the same or even less to lay the electrical installations for the neighbouring stand without guiding lines and connections through the exhibitor's stand.

The exhibitor has to obtain GHM's prior consent before requesting the laying of lines that would cross passageways or a third party's stand. The lines must be laid in such a way as to prevent visitors from tripping over. The exhibitor shall be required to bear the associated costs.

Unless a flat rate is charged for power consumption, the exhibitor will be charged the fee specified in the **exhibitor service documents** for consumption in kW/h according to the meter installed. For safety reasons, the power supply will be cut one hour after the official end of the event on the last day.

On the stands themselves, installations may be made by the exhibitor's own experts or authorised companies in conformity with VDE and EU regulations as well as the state of the art.

Upon request, electrical installations on the stands may also be performed by GHM or its contractors. Unauthorised or non-compliant connections, machinery and equipment or connections, machinery and equipment which consume more energy than indicated may not be taken into operation. They may be removed by GHM at the exhibitor's expense and risk for safekeeping.

### **(3) Gas installations**

Gas installations from the branches to the stands may only be made by GHM or its contractors. Gas installations include the main gas connection with gas lines and ball-valve cut-off cock as well as, if applicable, gas meter.

The exhibitor shall not be entitled to procure gas for his stand from persons not authorised by GHM. In particular, exhibitors shall not be permitted to procure gas from neighbouring stands.

Exhibitors must make sure that gas installations are designed for simultaneous operation of all gas consumers at the stand. If GHM finds that the gas installations ordered by the exhibitor are not fit for simultaneous operation of all gas consumers, GHM shall without the exhibitor's request be entitled to subsequently adjust the respective gas installations at the exhibitor's expense.

To the greatest possible extent, gas lines will be laid through the branch ducts in the halls; if it is necessary due to the particular position of the connection point, however, gas lines will also be laid overground. In exceptional cases, the ordered connection may not be provided or only provided at a surcharge to unfavourable spots.

GHM shall be entitled to guide gas pipes and connections for neighbouring stands through the exhibitor's stand unless it would cost GHM the same or even less to lay the gas installations for the neighbouring stand without guiding pipes and connections through the exhibitor's stand.

The exhibitor has to obtain GHM's prior consent before requesting the laying of lines that would cross passageways or a third party's stand. The pipes must be laid in such a way as to prevent visitors from tripping over. The exhibitor shall be required to bear the associated costs.

Unless the exhibitor is charged a flat rate for gas consumption, he will be charged a fee based on the consumption per m<sup>3</sup> as determined by the installed meter. For safety reasons, the gas supply will be cut one hour after the official end of the event on the last day.

Gas may not be used for illumination and heating purposes. It must be possible to turn burners on extra low or they must be equipped with igniters.

The exhibitor himself is responsible for observing the applicable safety regulations. What must be taken into account in particular, are the provisions of DVWVG, Technical Control Association (TÜV), the fire fighting authorities in Munich, and the utilities in Munich.

### **(4) Water and waste water installations**

Water and waste water installations from the branches to the stands may only be made by GHM or its authorised contractors. Water and waste water installations include main water connection (water supply and drainage connection) including supply and drain pipes as well as, if applicable, the water meter. Exhibitors shall not be entitled to procure water for their stands from persons not authorised by GHM. In particular, exhibitors shall not be permitted to procure water from neighbouring stands.

Orders (for forms see exhibitor service documents) must be accompanied by a layout plan which depicts the requested position of the connections.

Exhibitors must make sure that water and waste water installations are designed for simultaneous operation of all water consumers at the stand. If GHM finds that the water and waste water installations ordered by the exhibitor are not fit for simultaneous operation of all water consumers, GHM shall without the exhibitor's request be entitled to subsequently adjust the respective water and waste water installations at the exhibitor's expense.

To the greatest possible extent, water supply and drain pipes will be laid through the branch ducts in the halls; if it is necessary due to the particular position of the connection point, however, water supply and drain pipes will also be laid overground. As a general rule, water supply and drain pipes may be installed in outdoor areas; pipes may be laid overground on the floor or underground. In exceptional cases, the ordered connection may not be provided or only provided at a surcharge to unfavourable spots.

GHM shall be entitled to guide water supply and drain pipes and connections for neighbouring stands through the exhibitor's stand unless it would cost GHM the same or even less to lay the water and waste water installations for the neighbouring stand without guiding pipes and connections through the exhibitor's stand.

The exhibitor has to obtain GHM's prior consent before requesting the laying of pipes that would cross passageways or a third party's stand. The pipes must be laid in such a way as to prevent visitors from tripping over. The exhibitor shall be required to bear the associated costs. Unless a flat rate is charged for water consumption, the exhibitor will be charged the fee specified in the exhibitor service documents for consumption in m<sup>3</sup> according to the meter installed. For connections up to a pipe diameter of 1/2", the fee for water consumption and the fixed charge shall be included in the price for the main water connection. Waste water polluted by chemicals may not be fed into the canal system.

For safety reasons, water supply and waste water drainage will be cut of one hour after the end of the event on the last day.

### **(5) Information and communication services**

Wire connections for information and communication services to the stand may only be provided by GHM. Orders (for forms see exhibitor services) must be accompanied by a layout plan which depicts the requested position of the connections.

(6) Should damage arise from the interruption of supplies on the instructions of the fire prevention authorities or the city utilities, or technical failures occur with breakdowns in pipes or cables or through force majeure, GHM shall be liable only in the event of gross negligence or wilful intent on the part of GHM.

(7) The exhibitor is liable for all damage which he might cause through unauthorised use of electricity, gas and water and through the unauthorised introduction of sewage.

(8) GHM can make its consent to all these measures dependent, if necessary, on a suitable advance payment being effected.

## **A 12 Maintenance of technical care**

(1) The exhibitor and any subcontractor which may have been appointed by the exhibitor shall be obliged to observe the technical, health and safety at work regulations during setting-up and dismantling of the stands and during the event. This, among other things, includes the use of safe electrical equipment, the use of personal protective devices, safe handling of hazardous substances, and compliance with the provisions of the Working Hours Act.

GHM shall be entitled at any time to ban the use of machinery, equipment and devices which may, in its opinion, compromise individuals and property.

Parts of machinery and equipment may only be operated including safety devices.

(2) If applicable, the exhibited technical tools will be inspected by the competent regulator—the Trade Supervisory Office (Gewerbeaufsichtsamt)—together with the industrial safety committees to verify compliance with safety regulations. The EC declaration of conformity must be made available for inspection on the trade fair stand in order to enable the authority to verify CE marking of conformity.

If there is any doubt, the exhibitor is to contact the competent authority in due time before the start of the event.

If products are exhibited the compliance of which with the appropriate guidelines has not yet been verified, interested parties must be informed of the deviations from the requirements for compliance in an appropriate form and notified that this product is not yet available for purchase. A sign with the following wording must be fixed to the exhibit: "This product does not conform to the appropriate European Directives and German regulations governing the procedure for verifying compliance and the CE marking of conformity. It may only be purchased after such compliance has been verified." If the products are only destined for export outside the European Union or the European Economic Area, this fact must be indicated. A sign with the following wording must be fixed to the exhibit: "This product is only destined for export and not suitable for use in member states of the European Union (EU) or the European Economic Area (EEA). It does not conform to the appropriate European Directives and German regulations governing the procedure for verifying compliance and the CE marking of conformity."

If equipment is demonstrated, any steps necessary for ensuring the protection of the stand personnel and visitors must be taken. In particular, this includes the inspection of automatic processes, the corresponding barriers around areas of danger, safety appliances under hovering loads, key switches against unintended operation, noise protection measures, etc. If equipment is shown broken down into its constituent parts, the protective guards which have been taken off must be shown as parts belonging to the equipment. In this condition, the machine may be neither taken into operation nor connected to a source of energy.

### (3) Radioactive substances

Radioactive substances may only be handled subject to approval and on agreement with GHM. The necessary permit in conformity with the radiation protection regulation (as amended) must be obtained from the competent authority and presented to GHM at least six weeks prior to the start of the event. If a permit already exist, the exhibitor shall be required to furnish proof of the fact that the proposed handling of radioactive substances on the fair ground is covered by this permit.

### (4) Emissions, fumes and exhaust systems

Inflammable, health-hazardous or visitor-disturbing fumes and exhaust gas emitted by exhibits and equipment may not be discharged into the halls. They must be discharged into the open air through the respective pipes in conformity with the Federal Immission Law, as amended.

Inflammable, health-hazardous or visitor-disturbing fumes and exhaust gas must be discharged over an exhaust pipe.

Exhaust pipes may only be installed by GHM or its authorised contractor.

### (5) Storage and use of inflammable liquids

Storage and use of inflammable liquids (see VbF regulation governing inflammable liquids, as amended) may only be stored in exhibition halls and on the fair ground subject to the organiser's prior written approval. The exhibitor may only be granted an approval for storage and use of inflammable liquids for the purpose of operation or demonstration of exhibits. For further information see form "Registration with the Munich fire fighting authorities" from the **exhibitor service documents**.

### (6) X-ray equipment and sources of stray radiation

X-ray equipment and sources of stray radiation may only be operated subject to approval and must be agreed with GHM. The X-ray protection regulation (RöV, as amended) must be complied with. X-ray equipment and sources of stray radiation may only be operated subject to approval or notification according to Sections 3, 4, 5, 8 RöV. The competent authority for Munich as the venue of the exhibition is the Munich State Trade Supervisory Office (Staatliches Gewerbeaufsichtsamt) from whom approval must be obtained or which must be notified. Notification can be effected with the form "Registration of laser and X-ray equipment" in the **exhibitor service documents**.

(7) Boiler installations producing steam or hot water which are not only exhibited but also operated must be registered with the Trade Supervisory Office before being taken into operation. The permit or confirmation of notification must at all times be available on the stand for inspection. The boiler installations must be equipped with spark arresters and sulphur-removing systems. The ash boxes must be filled with water before being taken into operation. It is prohibited to take out the fire. Water tanks must be provided for slag refuse. Reference is herewith made to the generally applicable regulations of the local safety authorities.

(8) The exhibitor is liable for any damage he may cause by operating his machinery, devices and equipment.

## A 13 General points on running the stand

(1) During the official opening hours of the event, the stand must be occupied by expert staff and duly furnished.

In particular, you will have to make sure that the entire staff is present already at the start of the event.

Should an exhibitor fail to occupy the stand in due time or vacate the stand prematurely, this will be interpreted as a material breach of these Terms of Participation and as a consequence of such material breach GHM will be entitled to exclude the exhibitor from future events organised by GHM.

The stand must be occupied by expert staff until the official end of the trade fair. In case of non-observance of this rule, the exhibitor will have to pay to GHM a contractual penalty totalling € 2,000.00.

(2) Objects which are not approved (**see A 1**) may not be exhibited or offered particularly if they are used or cause disturbance, and also items which are not subject to the unlimited control of the exhibitor (**B 4 of the Particular Terms of Participation and A 1**); further, electrical equipment which does not comply with the regulations of the VDE and items which breach a legal duty (particularly of the Food Act) and are not marked as such.

The exhibitor is obliged to notify GHM of the ownership situation concerning the items exhibited by him. After a fruitless warning GHM may remove products which may not be exhibited at the expense of the exhibitor. No liability shall be accepted for slightly negligent damage caused to items of the exhibitor by GHM, its agent or legal representatives if GHM acts accordingly.

If the exhibitor nevertheless continues to exhibit items which were not approved, GHM shall be entitled to close the stand without the exhibitor being entitled to assert any claims against GHM. The exhibitor's payment obligations shall continue to apply in full.

(3) It is the responsibility of the exhibitor to clean the stand every day. Daily cleaning must be completed before the event begins. **Should the exhibitor not arrange for cleaning by his own personnel, only companies approved by GHM may be commissioned with this task.**

(4) GHM will provide watchmen at the doors and in the halls. Bearing in mind the size of the fair ground and the large number of persons who will be there, however, GHM cannot assume a guarantee to the effect that security will be gapless and that the whole fair ground will be supervised at all times. Rather each exhibitor must himself take care of the watching of his stand and his exhibition stock. Watchmen for this purpose can only be obtained from the security company approved by GHM; the associated costs are to be paid directly to this company. Related information will be sent to the exhibitor in due time.

Exhibitors are herewith explicitly reminded that during setting-up and dismantling times, their exhibition stock may be exposed to a higher risk. Valuable, easily movable exhibition objects should always be kept under lock and key at night.

(5) Neither may the exhibitor move the stand on his own initiative or wholly or partly transfer the use of it to a third party.

## A 14 Demonstrations and advertising

(1) Presentations of all kinds (slide and film presentations, machine operation, etc.) are only permissible subject to GHM's written consent.

Such permission will be given subject to the right of GHM to restrict or prohibit presentations on a case-by-case basis in accordance with the needs of orderly and undisturbed event business.

(2) On the stand advertising fixtures may be mounted, but not with winking lights and lettering. Otherwise advertising of all kinds is only allowed within one's own stand and only if it is not aggressive.

For technical and fire prevention regulation reasons, balloons may not be used for advertising.

In particular, the carrying or driving of advertising on the fair ground and the distribution of pamphlets and food samples outside the exhibitor's own stand is prohibited.

Acoustic advertising must not disturb the operation of the neighbouring stands. Loudspeakers, microphones, amplifiers or other technical media may as a general rule only be used subject to the project manager's prior written consent. Para. 1 clause 2 applies accordingly.

It is not permitted to advertise over the loudspeakers of the hall.

(3) Inadmissible presentations and advertising may be prohibited directly by GHM. In particular, GHM may remove inadmissible advertising at the expense of the exhibitor. GHM is not liable for any slightly negligent damage to objects of the exhibitor which may be caused by GHM, its agents or legal representatives when this is done.

(4) If exhibitors play any music whatsoever at the stand, a licence must be obtained from GEMA (German music performing rights and mechanical copyright organisation) subject to Copyright Act, as amended. Under no circumstances whatsoever may recourse be taken to GHM as co-organiser. The exhibitor shall be obliged to indemnify GHM against any claims which may be asserted by GEMA and to reimburse any costs which may be incurred by GHM in this context.

## A 15 Commercial property rights of third parties

Every exhibitor also has an obligation vis-à-vis GHM to observe the commercial property rights of the other exhibitors and to refrain from breaching them. If GHM is made aware of such breach of property rights, GHM is entitled to demand from the person in breach that he cease forthwith and—if this demand is not satisfied immediately—to remove the exhibition stock or printed material in which the breach of property rights is inherent or to close the stand of the person in breach. Furthermore GHM is entitled to refuse admitting the person in breach to future events or to make such admission dependent on particular conditions, requirements and collateral.

This provision does not, however, commit GHM to take action against breach of property rights.

## A 16 Photography and drawings

(1) For the purposes of advertising and press releases about the event, the exhibitor grants GHM the right to make and to use films, photographs and drawings of his stand, of the exhibitor's exhibition stock and of the event happenings concerning him.

(2) Only persons who possess a special permission issued by GHM may make films, take photographs or drawings on the fair ground.

(3) The taking of photographs of stands which after the opening hours have ended require particular illumination and therefore the switching on of the ring mains and the presence of the hall electrician may be permitted at the expense of the exhibitor and the photographer of GHM.

## A 17 Termination without notice

(1) After having sent the exhibitor a warning without effect, GHM may terminate the contract without notice for good cause, e.g. if the exhibitor commits a material breach of the provisions of A 11 or A 12. Such a warning shall not be necessary if the breach committed is material or it appears to be inappropriate for time or other factual reasons to send such a warning.

(2) A 10 para. 3 of the General Terms of Participation remains unaffected hereby.

(3) If the exhibitor is responsible for the grounds of termination, he cannot demand a percentage reimbursement of the rent.

(4) The exhibitor whose contract was terminated without notice cannot expect to be admitted to future trade fairs and events.

## A 18 Liability and insurance

(1) GHM has an obligation to make it possible for the exhibitor to occupy and use his stand according to the terms and conditions of contract. It must keep the halls and the access ways in a useable condition and clean them, **A 13 para. 3** shall remain unaffected.

(2) GHM may only be held liable by exhibitors for loss or damage caused by GHM or a statutory agent or vicarious agent (Erfüllungsgehilfe) of GHM acting in breach of contract with intent or gross negligence; this rule shall also apply with respect to culpa in contrahendo liability. GHM shall only be held liable for negligence in case of breach of primary obligations, i.e. obligations the performance of which the exhibitor may reasonably rely on. This shall apply without prejudice to claims for intentional or careless interference with the right to life and the right to physical and psychological integrity (life, limb and health).

(3) For exhibitors who are businessmen within the said definition the above mentioned limitations of liability apply with the provision that liability is not accepted at any rate for damage or loss to the stock brought in by the exhibitors or to the stand installation; here it is unimportant whether the damage and loss occurs before, during or after the event. The same applies to the vehicles parked on the fair grounds by exhibitors, their employees or agents. Liability is also excluded for indirect damage and resulting loss of profit.

(4) Exhibitors themselves are liable for any damage that may be caused by themselves, their employees, their agents or their exhibition items and installations, either to persons or property. In order to offer all exhibitors the possibility of having appropriate insurance cover, GHM has taken out a master insurance contract through which each exhibitor can obtain insurance cover. The insurance cover includes both one's own exhibition stock (transport and exhibition risk including theft) and also the liability of the exhibitors to third parties. A leaflet on the extent and the costs of the insurance and the application documents will be sent to the exhibitors in due time.

**Every exhibitor is obliged** to take out such an insurance and to pay the premiums necessary in due time (including insurance tax). Foreign exhibitors are recommended to take out insurance in their home country.

(5) In addition GHM must insure the watching of the fair ground from the beginning of the event to the close of the last hour. **A 13 para. 4** remains unaffected.

After opening hours, the exhibitor alone shall be responsible for his property. He should lock away any valuable or highly mobile items.

**(6) The limitation of liability stated above shall also extend to changes made to the event according to section A4.**

## A 19 Form of notices and declarations

Any intent to be legally bound that may be expressed by GHM (**except admission A1**) as well as any changes therein and/or additions thereto, must, as a minimum be confirmed in textual form—even if they have already been agreed orally. Oral commitments and side agreements shall only take effect and become binding upon confirmation in textual form. The same rule shall apply with respect to the waiver of the textual form requirement, if any.

## A 20 Statute of limitations

Any claims of exhibitors that may be asserted against GHM under the **participation in the trade fair** and any legal disputes which may arise from or in connection therewith shall become statute-barred after six (6) months. The period after which the statute of limitations applies shall commence upon expiry of the month in which the event ends. This shall not apply to claims for breach of obligations committed by GHM with wilful intent.

## A 21 Court of Jurisdiction and Place of Fulfilment

Munich shall be the court of jurisdiction and place of fulfilment for all disputes resulting from this contractual relationship if the contractual parties are businessmen or legal entities under public law or special assets under public law. If a commercially active exhibitor has no general court of jurisdiction in the Federal Republic of Germany, Munich shall be the court of jurisdiction and place of fulfilment for all legal disputes resulting from this contract.

The arrangements specified in A 5 and A 6 can be viewed in the office of GHM during normal opening hours and, on request, shall be sent to the other contractual parties. The signatories agree to the validity of the general/particular terms of participation.

**Should, if applicable, any difficulties occur as to interpretation of this rule in English, such disagreement shall be settled by making reference to the meaning of the rule in its original German version.**

**This clause forms part and parcel of the contract.**

## A 22 Miscellaneous

The exhibitor shall not be entitled to derive any rights from previous events or contracts with the event organiser. Should individual provisions of these terms of participation become invalid or unenforceable or become invalid or unenforceable after conclusion of contract, the validity of the remaining provisions of the contract shall remain unaffected. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision that come closest to the objective and content of the invalid or respectively unenforceable provision intended by the contractual parties. The aforementioned provisions shall apply correspondingly in the event that the terms of participation prove to have omissions. The law of the Federal Republic of Germany shall apply and exclude the provisions of international private law.

## A 23 Data Protection Declaration

As the responsible body according to the data protection regulations, GHM shall ensure that the collection, storage, modification, transfer, blocking, deleting and use of personal data shall take place in accordance with the applicable data protection provisions and other applicable legal regulations.

**The German version of the Terms of Participation is deemed to be the binding version.**

### Organiser:

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# General Terms and Conditions for Trade Fair Media (M)

Last revised: August 2020

## M 1 General information

GHM is a publisher of official trade fair media. The main exhibitor and each of the main exhibitor's co-exhibitors (hereinafter jointly referred to as the "Exhibitors") are required to pay a media allowance in the form of purchase of a media package SMART. The media package SMART includes the obligatory entry in the trade fair media published by GHM, such as printed products and the "Marketplace" (online directory of exhibitors).

## M 2 Formation of contract on the media package SMART

(1) The agreement on the SMART media package shall come into being once GHM has received the Exhibitor's registration and sent the access data for the "Marketplace"; the agreement shall come into being regardless of whether the Exhibitor has already been accepted for admission to the trade fair or not. A media allowance shall be charged for purchase of the SMART media package.

(2) If the Exhibitor purchases a more comprehensive media package, such package shall replace the SMART media package. The extra amount for the media package purchased must be paid in addition to the media allowance.

## M 3 General regulations for media packages and individual services

(1) GHM shall notify the Exhibitor of the binding editorial deadline for the printed product. The editorial deadline shall also apply in the event the Exhibitor registers after such date.

(2) Even if inclusion in the printed product is no longer possible due to late registration, the Exhibitor shall nonetheless be required to purchase the media package SMART. The Exhibitor shall have no right to reduction of the media allowance or compensation for damage. In such case, GHM – without assuming any responsibility for the accuracy of the information – shall be entitled to have the company name as stated in the registration documents included in the printed product and in the Marketplace.

(3) With respect to the Marketplace, changes and additions may be made before, during and after the trade fair. All content published in the Marketplace will remain online until it is removed by the Exhibitor. In any case, GHM shall remove the content from the Marketplace as soon as the Marketplace content for the following trade fair is published under the same name. GHM shall assume no responsibility for the accuracy of the content.

(4) With regard to certain services included in the media package and individual services (e.g. advertisements), GHM shall announce the binding deadlines for submitting the required content in the Booking Portal (section M 4).

(5) If the Exhibitor fails to submit the required content by the specified date, the Exhibitor shall nonetheless be required to pay the full price of the media package or the individual service booked. It shall have no right to reduction of the fee or compensation for damage. GHM shall be entitled, but not obligated, to provide or to offer a replacement service.

## M 4 Booking Portal

(1) It shall only be possible to book a more comprehensive media package and/or individual services (e.g. advertisements in the printed product) via the online booking portal for the trade fair in question (hereinafter referred to as the "Booking Portal") or using the form provided by GHM.

(2) The Booking Portal displays the options for adding content elements (such as text, logos/graphics, videos, entries in the trade fair calendar of events and space for providing hyperlinks to external content/websites and downloads).

(3) Steps for concluding the agreement: The Exhibitor may select a media package and/or one or more individual services and fill in the information required to book the package and/or service. The Exhibitor may review and, if necessary, correct the information at any time prior to submitting its registration. The Exhibitor's registration shall not be binding until the Exhibitor has clicked on the "Buy Now" button. The agreement shall come into being when GHM either expressly accepts the registration or tacitly accepts the registration by providing the services ordered.

(4) Receipt of the registration shall be confirmed by e-mail. The receipt of confirmation shall not constitute a declaration of acceptance, however.

(5) GHM shall not be obliged to accept the registration. It hereby reserves the right to reject a registration, e.g. for lack of space; the Exhibitor shall be notified without delay if its registration is rejected.

## M 5 Payment terms

(1) The media allowance shall be due and payable with the invoice for participation.

(2) If the Exhibitor has ordered a more comprehensive media package and/or individual services, such product and/or services shall as a rule be invoiced separately after the trade fair. GHM hereby reserves the right to invoice such product and/or services prior to the start of the trade fair.

## M 6 Cancellation of trade fair participation

(1) If the agreement to participate in the trade fair is **wrongfully terminated** by the Exhibitor, or if GHM terminates the agreement for good cause, the Exhibitor shall be obligated to pay the media allowance and/or the price of the media package ordered and the individual services as lump-sum damage compensation.

**(2) This shall be without prejudice to paragraph 2 section A 2 Exhibitor bound to the contract, indemnification of the General Terms of Participation.**

(3) The exhibitor shall have the right to provide evidence to the effect that no costs have been incurred at all or that actual costs incurred are substantially lower than the lump-sum compensation claimed under **paragraphs 1 or 2.**

(4) If the Exhibitor is not admitted to the trade fair by GHM, the agreement on the media package and/or the individual services ordered shall not apply (condition precedent), in which case the Exhibitor shall have no payment obligation.

## M 7 Content to be provided by the Exhibitor

(1) Digital files of graphics content (e.g. logos, advertising banners) shall be required as a template for printed products and for presentation in the Marketplace.

(2) GHM shall be entitled to edit the graphics content in terms of format, size and technical characteristics at GHM's own discretion, insofar as necessary for presentation of the advertising material in the printed product or in the Marketplace and can be reasonably expected to be acceptable to the Exhibitor.

(3) The presentation of graphics content in the Marketplace shall be regarded as in compliance with the agreement even if the colour and layout differ from the original media provided to GHM by the Exhibitor or from the test print runs.

(4) GHM shall be entitled to postpone or cancel an agreed date for online publication of content if a service to be used for such publication is not available on the agreed date or if technical issues prevent publication on the agreed date, provided GHM is not responsible for the obstacles to publication. Should it be possible to postpone publication to a later date, GHM shall take the interests of the Exhibitor of which GHM is aware into consideration, insofar as possible for and can be reasonable expected of GHM.

## M 8 Unlawful content

(1) GHM shall be entitled to refrain from publishing content that violates statutory provisions, particular criminal laws or laws of competition, is in breach of trademark, patent or privacy rights, does not comply with the rules of conduct of the advertising council or is morally objectionable, or is of an ideological or a political nature.

(2) GHM shall not accept the registration in the cases specified in subsection 1 above. However, GHM shall not be required to conduct a review. GHM shall be entitled to rescind the agreement or give termination without notice if it becomes aware after accepting the registration that content is unlawful pursuant to subsection 1 above.

(3) If GHM considers it necessary to make changes to certain content based on a reason specified in subsection 1 above, GHM shall offer to publish the Exhibitor's content in the modified form. The Exhibitor must consent to publication of content in a modified form.

(4) Any costs for making changes that are required under subsection 3 above shall be invoiced as additional costs. The Exhibitor shall be responsible for any ensuing delays in the services provided by GHM.



## M 9 Granting of rights

(1) The Exhibitor hereby grants GHM the non-exclusive, non-transferable, non-sublicensable, worldwide right to integrate and publish the content provided by the Exhibitor in printed products and in the Marketplace for the contractual purpose and limited to the period of provision of the contractual services until the date specified in section M 3 subsection 3. However, GHM shall be entitled to outsource to other service providers and to grant them rights of use within the scope of sentence 1 above.

(2) The rights granted shall include, but not be limited to, the following:

- The right to print, i.e. the right to reproduce content in the printed product and to distribute the printed product, including preparing the required electronic copies and technical processing.
- The right to make the content publicly accessible, i.e. the right to make the content available to members of the public and closed user groups and to transmit it to them via communication networks at places and at times of its choice for the purpose of utilisation, either simultaneously or successively, including use on demand, and to make electronic reproductions and undertake technical editing. This shall include all digital and analogue transmission and retrieval methods, including, but not limited to, transmission via the Internet or mobile transmission networks for display on and storage in mobile or stationary terminal devices such as PCs, smartphones, tablets and televisions.

(3) The above granting of rights relates to all copyrights and ancillary copyrights to the content and the right to one's own image as well as the name rights, title rights, brand rights and other rights involving distinguishing features.

## M 10 Exhibitor's liability for content

(1) The Exhibitor shall be responsible for the content it supplies. The Exhibitor hereby assures that it is entitled to the rights of use granted in section M 9 and that it has obtained the required consents.

(2) The Exhibitor's liability shall include, but not be limited to, ensuring that the persons shown in photographs (e.g. business associates of the Exhibitor's) have given their consent to publication of the photographs.

(3) Should any third parties assert claims against the Exhibitor based on the content supplied, the Exhibitor shall immediately notify GHM thereof. If the content in question has been published online, the Exhibitor shall remove the content or have it removed immediately.

(4) The Exhibitor shall indemnify GHM from any and all third party claims based on contractual use of the content by GHM and shall reimburse GHM for any costs arising from violations of third-party rights, including the costs of legal defence and pursuing legal remedies.

## M 11 Licensing fees payable to third parties

The price of the media package and the prices for the individual services shall not include licensing fees, e.g. for the use of third-party brands, or fees for reproducing copyrighted content in public (e.g. GEMA fees for music, VG Wort fees for texts). The Exhibitor shall bear sole responsibility for properly obtaining the required licenses and paying the fees incurred.

## M 12 Exhibitor's duty to give notice of defects and GHM's liability

(1) GHM and its vicarious agents shall exercise the customary degree of care in business dealings when accepting and reviewing the entries for the printed product, but shall not be liable if it has been misled or deceived by the Exhibitor. However, GHM shall assume no responsibility for reviewing the content supplied (section M 9 subsection 2).

(2) Claims relating to obvious defects must be asserted by the Exhibitor against GHM no later than two weeks after the start of the trade fair. GHM shall not be liable for any claims for obvious defects asserted at a later date.

(3) GHM shall be liable as follows for entries inadvertently left out, typographical errors and other breaches of duty in rendering its services as well as for wrongful acts:

- Liability on the part of GHM based on injury to life, body or health, based on guarantees assumed, or in accordance with the Product Liability Act shall remain unaffected; in other respects, the following limitations shall apply.
- GHM shall only be liable for loss or damage, regardless of legal basis thereof, including wrongful acts, to the extent that it commits an intentional or negligent breach of obligations which need to be discharged as a condition for proper performance of the contract and which the contracting party may routinely expect to be performed (so-called primary obligations) or if loss or damage is attributable to gross negligence or intent on the part of GHM.

- In the event of GHM being liable for breach of a primary obligation without being accountable for gross negligence or intent, its liability shall be limited to such loss or damage as is foreseeable on formation of contract and which is typical of the type of contract. The same limitation shall apply if GHM is liable for gross negligence or intent on the part of its employees who are not managing directors at GHM.

- GHM shall not be liable for indirect loss or damage, consequential loss or damage, loss of profits or for monies paid before the frustrating event unless such loss or damage is the result of intent or gross negligence on the part of GHM's managing directors.

(4) GHM's exclusion and limitation of liability pursuant to subsection 3 above shall also apply to claims against its managing directors, other employees, agents, contractors and vicarious agents.

(5) Rights to assert claims for defects and claims for damages shall become statute-barred after one year. The start of the limitation period shall be governed by the provisions of law.

## M 13 Final provisions

(1) These Terms and Conditions shall apply irrespective of whether the Exhibitor uses its own terms and conditions. Terms and conditions of the Exhibitor that contradict these terms and conditions shall only apply if they are expressly accepted by GHM.

(2) Any subsequent changes or additions to these Terms and Conditions shall only apply if they have been agreed in writing. This shall also apply to any waiver of the written form requirement.

(3) With respect to the place of performance, the place of jurisdiction and applicable law, the provisions specified in the Terms and Conditions of Participation in the trade fair shall apply mutatis mutandis.

### Organiser:

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