

## 1. Organisers

The organisers of joint-company exhibitions within the scope of official participation of the Federal Republic of Germany at trade fairs and exhibitions abroad are the Federal Ministry for Economics Affairs and Energy (BMWi) in cooperation with the Association of the German Trade Fair Industry (AUMA), as well as the Federal Ministry of Food and Agriculture (BMEL).

## 2. Trade fair implementation company

The technical and organisational implementation of official participations is handled by trade fair implementation companies which, within the scope of these General Conditions of Participation (GCP) and the Special Conditions of Participation (SCP), act on their own behalf.

## 3. Eligibility to participate

Companies from the Federal Republic of Germany, as well as their foreign branches and agencies, are eligible to participate at joint-company exhibitions.

Industry associations and the implementation company of the respective participation, travel agencies and shipping companies shall not be taken into consideration in reaching a minimum number of participants, however they shall be permitted to participate.

## 4. Conclusion of contract

**4.01** Registration to participate may take place only following the receipt, prior to the closing date, of a completed and signed registration form, including attachments, and of advance payment to the implementation company. Registration shall be binding regardless of the admission for the exhibitor. No conditions and exceptions shall be permitted with the registration and these shall be regarded as not having been submitted.

**4.02** The receipt of registration shall be confirmed in writing by the implementation company. The registration and confirmation of receipt shall not constitute a claim for admission, or for a specific size or location of the stand.

**4.03** On condition that the company fulfills the necessary requirements according to Sections 3 and 8.01 of the GCP and that a minimum number of participants has been reached, the exhibitor shall receive written confirmation of participation (admission) from the implementation company. The admission does not constitute a claim for a certain size or position of the booth. In this respect, the exhibitor grants the implementation company a right to specify the performance according to Section 315 BGB (German Civil Code). With the receipt of the admission, the contract between the exhibitor and the implementation company is concluded. If the content of the admission deviates from the content of the registration, the contract shall be concluded in accordance with the admission.

**4.04** Allocation of exhibition space: The exhibitor receives a plan after approval of the stand showing the location and dimensions of the stand. If the allocated stand space deviates more than 20%, but at least more than three square meters, from the registration the exhibitor can revoke the contract. The exhibitor must revoke the contract no later than one week after receipt of the allocation of the stand space by the implementation company. The exhibitor can not assert claims for damages arising from the revocation.

**4.05** Following admission of the exhibitor, the implementation company may assign exhibition space, other than that planned for in the admission, to the exhibitor, if this is necessary for preserving the overall image of the joint stand. In this case, the implementation company shall provide the exhibitor with an area which is substantially equivalent by location and size.

Should the implementation company be forced to move or alter individual stands, entrances, exits, or aisles, subsequent to admission, through circumstances beyond its control, such as directives from public authorities or instructions from the trade fair or exhibition management, no resulting claims may be asserted. If the exhibition space is reduced, the exhibitor shall be entitled to a proportional reimbursement of the price of participation. No claims for damages may be made. In the event of deviating measurements and a resulting marginal difference between specified and actual dimensions of the stand, this shall not constitute grounds for any claims on the part of the exhibitor.

**4.06** Stands shall be handed over to the exhibitor or its commissioned agent following agreement with the implementation company prior to the start of the event.

**4.07** After assignment of the exhibition space, the exhibitors will be informed by the implementation company by circulars about the preparation and implementation of the joint-company exhibition. Consequences arising from the non-observance of these circulars are the sole responsibility of the exhibitors.

**4.08** In case of serious breaches of contract, the organizer reserves the right to exclude the exhibitor from future participations.

## 5. Sub-exhibitors

**5.01** Stands are assigned only as a whole and only to one exhibitor. The use of the stand space by multiple companies is only permissible on joint-company presentations and only if all companies represented there beside the exhibitor, are notified to the implementation company as a sub-exhibitor and admitted by it. The admission of sub-exhibitors is likewise based on the criteria of these Conditions of Participation.

**5.02** Companies represented on the exhibitor's stand space have to register as sub-exhibitors. Companies that are obliged to sign a joint consolidated financial statement with the exhibitor are deemed to be sub-exhibitors, if placed on a joint stand.

**5.03** In all other respects, these terms and conditions apply to the sub-exhibitors, if applicable. Participation of sub-exhibitors is subject to charges. Also after admission of a sub-exhibitor privity of contract only exists between the implementation company and the exhibitor. Therefore the exhibitor is charged the costs associated with the participation of the sub-exhibitor. The exhibitor is liable for fault on the part of its sub-exhibitors to the same extent as for fault on its own part.

**5.04** If the exhibitor admits another company without the approval of the implementation company, the implementation company is entitled to terminate the contract with the exhibitor without notice and to clear the stand space at the exhibitor's expense. Damage claims on the part of the exhibitor do not exist in this case.

## 6. Revocation / non-participation

**6.01** The implementation company shall be entitled to withdraw from the contract,

- if bankruptcy proceedings are filed in respect of the exhibitor's assets. The exhibitor shall be obliged to immediately inform the implementation company of this,
- if admission is based on the wrong conditions or on incorrect information,
- if the conditions upon which admission is based cease to exist at a later date,
- if, despite a reminder and an extended deadline being set, the payment date is not adhered

The consequences are laid down in Section 6.02 of the GCP.

**6.02** Should the exhibitor forgo the stand space allocated to it, it must

- pay the entire participation fee, insofar as the space cannot be rented out by the implementation company to another exhibitor,
- pay 20 % of the participation fee, a maximum, however, of EUR 500.00, insofar as the space can be rented out by the implementation company to another exhibitor, unless the exhibitor can furnish proof that no damage or considerably less damage has been caused.

This does not apply to the cases according to Section 4.04 of the GCP.

**6.03** The revocation by the exhibitor or forgoing of the assigned stand space will only take effect upon receipt of the written declaration by the implementation company.

**6.04** Stands, which have not been taken over by the exhibitor or its commissioned agent in accordance with the agreement, may be used for another purpose, without the exhibitor being able to assert claims above and beyond the rights included in Section 6 of the GCP.

## 7. Stand equipment, design, operating obligation and additional paid services

**7.01** The equipment and design of stands, as far as they exceed the services of the participation organiser mentioned in the SCP, are the responsibility of each exhibitor. The building regulations valid at the event location, and the construction guidelines of the implementation company regarding the type of design apply.

It is not permitted to use a two-storey structure. The frame design elements "made in Germany" intended for halls without a stand construction may not be concealed.

**7.02** The exhibitor is obliged to coordinate its design measures with the implementation company beforehand. A stand design which does not comply with the regulations made here, the building regulations applicable at the venue or the construction guidelines of the implementation company can be removed or modified by the implementation company at the expense of the exhibitor.

**7.03** The exhibitor has a presence and operational obligation for its stand during the opening hours for the entire duration of the trade fair including the last day of the fair.

**7.04** If the exhibitor has awarded the implementation company orders for chargeable services outside the framework of the SCP, the costs incurred for this shall be invoiced to the exhibitor.

## **8. Exhibition goods and direct sales**

**8.01** Only goods produced in the Federal Republic of Germany or by branches of German companies abroad and/or under German licence may be exhibited. Foreign products required to complement German products, and which are in an appropriate size and value relationship to them, may be admitted after agreement with the participation organisers. All exhibition goods are to be listed individually and with exact descriptions in the registration. Flammable exhibition goods, or those with strong odours, or products whose presentation is associated with loud noise, may only be exhibited after prior agreement by the implementation company.

Goods subject to the Military Weapons Control Law (KrWaffKontrG), as well as models of such or other representations may not be exhibited. For the exhibition of the civil versions of goods that require export authorisation in accordance with Foreign Trade Law, as well as models, or other representations thereof, no reference of any kind may be made to military usability. In justified exceptional cases, the Federal Ministry of Economics Affairs and Energy or the Federal Ministry of Food and Agriculture can grant an exception to the exhibition ban. Corresponding applications are to be submitted to the relevant Ministry via the implementation company. These must contain an exact description of the planned exhibition goods.

If requested by the implementation company, the exhibitor is obliged to compile and make available an updated directory (manufacturer, product designation, production location) of the exhibited goods.

**8.02** If goods are displayed that are not allowed in accordance with Section 8.01 of the GCP, the implementation company can demand the immediate removal of these goods on behalf of the organiser at the expense of the exhibitor. If an exhibitor does not comply with the written demand to remove the goods, then a penalty for breach of contract to the amount of 20% of the participation price shall be payable. Claims for compensation may also be applicable. Here the difference to the full costs shall apply.

**8.03** Adherence to commercial protective rights (such as trademark, design and patent rights) lies within the sphere of responsibility of the exhibitor. The organisers are not liable in particular for such damages resulting for exhibitors that have occurred due to violation by other exhibitors. In the case of any questions regarding the perpetuation of evidence, the implementation company shall assist within the reasonable bounds of possibilities available on site, particularly by contacting the exhibition management, making inspections or technical image recordings (photos if necessary) of the exhibit in question.

**8.04** A direct sale (retail sale to visitors) is not permitted.

## **9. Transportation, display and dismantling of exhibition goods and stand furnishings**

The transportation of exhibition goods up to the exhibition stand and back, the storage of empties, the use of lifting and transport equipment, the deployment of personnel for packing and unpacking, displaying exhibition goods, and the dismantling of the same, re-packing and other related activities are exclusively the responsibility of the exhibitor. Even after specifying the Special Conditions of Participation, the organisers may compulsorily stipulate an on-site forwarder for the freight of the German participation transported within the exhibition grounds.

## **10. Participation in evaluations of the foreign trade fair programme**

The exhibitor is obliged – in compliance with the data protection regulations – to provide all the data required for the evaluation of the foreign trade fair programme and all the data asked for by the organiser of the participations (see Section 1 of the GCP). The exhibitor also has to take part in evaluation surveys, interviews and other surveys of the organiser. When selecting the employees taking part, the exhibitor must ensure that they can provide information on the relevant participation in the trade fair. The exhibitor will obtain the declaration of any consent necessary for the provision of data from third parties.

## **11. Insurance and legal liability**

**11.01** The insurance of the exhibition goods against all transport risks and during the event, in particular against damage, theft, etc., is the responsibility of the exhibitor.

**11.02** The exhibitor shall be liable for all damage caused to third parties through its exhibition participation, including damage caused to buildings at the exhibition centre and to its facilities.

**11.03** The participation organisers and the implementation company shall only assume liability for damage, other than injury to life, limb or health, if this is a result of intent or gross negligence, or a culpable breach of essential contractual duties, by the participation organisers or the implementation company or person or persons employed by them in performing an obligation. If there is a negligent breach of an essential contractual duty, the liability of the participation organisers or the implementation company shall be limited to the damage that is typical and foreseeable for the contract. Any further liability for compensation is excluded.

**11.04** The participation organisers and the implementation company shall not be liable for any damage to the exhibits and theft thereof, nor even if in individual cases decoration was undertaken by the implementation company, unless it can be proved that they, their legal representatives or vicarious agents were responsible for an act of gross negligence or intent.

**11.05** In agreeing to these Conditions of Participation the exhibitor expressly exempts the participation organisers and implementation company from any possible recourse claims by third parties.

## **12. Proviso**

**12.01** In all cases, regulations and directives of the responsible bodies of the Federal Republic of Germany and the host country, which deviate from the GCP and SCP, or which cause additional restrictions, always take priority. The participation organisers and the implementation company shall not be liable for damage and other detriments caused to the exhibitor resulting from these.

**12.02** The participation organisers shall be entitled to postpone, shorten, lengthen, or cancel the participation, as well as to temporarily or definitively close the participation in individual parts or as a whole, should unforeseeable events, such as force majeure, epidemics, natural disasters, war, public disturbances, strikes, failures or hindrances to transport connections and/or communications, require such a measure.

In the case of a postponement, shortening, lengthening, cancellation or closure, the exhibitor shall not be entitled to compensation for the damage incurred by it due to this.

Should participation not be of interest to the exhibitor as the result of such a measure, and if therefore foregoes occupation of the stand space allocated to it, the exhibitor shall be able to withdraw from the contract. Withdrawal must be declared in writing immediately following notice of the change. In this case, the second point of Section 6.02 applies for the exhibitor's obligations.

**12.03** In the case of a cancellation of the event or of the participation of the respective Federal Ministry at the event, neither the event organisers nor the implementation company shall be held liable for damage or other detriments that arise from this for the exhibitor. At the request of the event organisers, the exhibitor shall be obliged to bear an appropriate share of the costs incurred through the preparation for the event. The costs to be paid by each exhibitor shall be determined following a hearing by the event organisers of the affected professional associations.

## **13. Final provisions**

**13.01** The mutual rights and obligations resulting from this contractual relationship shall be subject to the laws of the Federal Republic of Germany.

**13.02** Place of jurisdiction is the registered office of the implementation company. Place of performance for financial obligations is the registered office of the implementation company, insofar as another agreement is not made by means of the prior consent of the participation organisers.

**13.03** The contract and changes to the same must be made in writing. Should one of the preceding conditions be null and void, the remaining conditions shall continue to apply. They shall be interpreted in such a way that the sense and purpose of the contract remain preserved.

**13.04** Any claims lodged by exhibitors against the implementation company must be made in writing. The period of limitation shall be 12 months, except in cases of intent or gross negligence. The limitation period shall begin at the end of the month in which the final day of the event falls.