

General Conditions of Participation for the Frankfurt Exhibition Grounds

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1. Definitions

1.1 fairnamic GmbH

fairnamic GmbH is the organiser at the Frankfurt exhibition grounds and is hereinafter referred to as “fairnamic”.

1.2 Messe Frankfurt Venue GmbH

Messe Frankfurt Venue GmbH (hereinafter referred to as “MF-Venue”) is the owner and operator of the Frankfurt exhibition grounds. It also provides Exhibitors with on-site services for their exhibition stands.

1.3 Online Service Center, Shop for Exhibitor Services and Media Package Manager

1.3.1 Online Service Center (OSC)

As part of the organisation of the event, Exhibitors are granted access to the Online Service Center, hereinafter referred to as the “OSC”. The OSC is used in particular for registration and booking of stand space, registration of Co-Exhibitors, and other event-related information, bookings and forms.

1.3.2 Shop for Exhibitor Services

For technical and organisational orders relating to the exhibition stand, Exhibitors have access to Messe Frankfurt’s Shop for Exhibitor Services. In particular, technical connections, logistics, cleaning, security, catering and other services for the exhibition stand can be ordered through the Shop.

Activation of the Shop and provision of the relevant access details are governed by the respective event-related participation documents.

1.3.3 Media Package Manager (MPM)

Following admission, Exhibitors are granted access to Messe Frankfurt’s Media Package Manager, hereinafter referred to as the “MPM”. Through the MPM, Exhibitors can independently maintain and manage their digital presence in the event media.

The Exhibitor is responsible for maintaining and updating the content. The purpose is to increase the visibility and findability of the Exhibitor and its products and services within the event media.

Booking a Media Package is mandatory for every Exhibitor. The scope and cost of the respective Media Package are set out in the Special Conditions of Participation for the event.

Additional bookings made through the MPM are invoiced separately by Messe Frankfurt.

1.4 Exhibitors

Participants in trade fairs and exhibitions are Main Exhibitors and Co-Exhibitors. Where all forms of participant are meant, they are hereinafter collectively referred to as “Exhibitors”.

1.4.1 Main Exhibitors

A Main Exhibitor is any party that books an exhibition stand or a presence in the Office Area (“Your Business BASE”) and appears there with its own personnel and its own range of products or services. Where provisions of these General Conditions of Participation expressly relate to an exhibition stand or stand space, they shall apply to Main Exhibitors participating in the Office Area (“Your Business BASE”) only insofar as they are applicable to the participation format booked.

1.4.2 Co-Exhibitors

A Co-Exhibitor is any party that appears at the stand of a Main Exhibitor with its own personnel and its own range of products or services. This also includes affiliated companies and subsidiaries of the Main Exhibitor. The admission of Co-Exhibitors is subject to approval and a fee. Registration as a Co-Exhibitor requires a separate Co-Exhibitor registration form, which must be signed by the Main Exhibitor with legally binding effect and must state the name and full address of the contact person at the Co-Exhibitor.

Admission of the Main Exhibitor does not create a contract between fairnamic and the Co-Exhibitors registered by the Main Exhibitor. The Main Exhibitor is liable for the Co-Exhibitor.

1.5 Group Stands

If several Exhibitors wish to rent stand space jointly, they must designate in the registration one joint Exhibitor authorised by them (= Group Organiser) as the contact person for fairnamic.

2. Transfer of Stand Space to Third Parties

Exchanging the allocated stand space with another Exhibitor or transferring all or part of the stand space, including by "subletting" the stand space to third parties, is not permitted unless fairnamic has granted permission.

3. Stand Allocation, Permitted Exhibits, Exhibitor Passes

3.1 Stand Allocation

fairnamic will endeavour to accommodate requests regarding location and stand size, taking into account the theme and structure of the respective event and the space available. The order in which registrations are received is not the sole determining factor for stand allocation. Deviations from the registration details must be expected for planning-related reasons. If special circumstances, in particular safety requirements, make this necessary, fairnamic may assign the Exhibitor a different location even after stand confirmation; the size and dimensions of the reserved space may be changed, entrances, exits and passageways may be relocated, and structural alterations may be made.

3.2 Permitted Exhibits

Companies may exhibit if their exhibits correspond to the theme of the event. The permitted goods are specified in the event's product nomenclature.

fairnamic decides on the admission of the Exhibitor and the registered products to the event and on the allocation of stand space.

For objectively justified reasons, fairnamic may restrict the registered exhibits and may change the registered stand space. Admission applies only to the registered exhibits, the Exhibitor specified in the confirmation of admission and the location stated therein. Exhibiting items that have not been registered or admitted requires the prior written approval of fairnamic. At fairnamic's request, the Exhibitor must remove from the stand any items that have not been registered or admitted.

3.3 Exhibitor Passes

After full payment of the invoice for participation in the trade fair, each Main Exhibitor receives a number of Exhibitor passes based on stand size, entitling the holder to access the exhibition grounds. Co-Exhibitors receive two Exhibitor passes.

Additional Exhibitor passes can be ordered through the Shop for Exhibitor Services. Exhibitor passes are intended for stand personnel, must be completed in accordance with the instructions on the pass and may not be transferred to third parties. fairnamic reserves the right to carry out spot checks.

4. Participation Fee, Invoices, Payment Deadlines and Terms of Payment

The amount and components of the participation fee and the payment dates are set out in the registration documents and the Special Conditions of Participation. The stand may only be occupied once the payment dates specified in the invoice for the participation fee have been met and the fee has been paid in full.

fairnamic is entitled to transmit invoices in any electronic invoice format permitted by law at the relevant time. There is no entitlement to the issue of electronic invoices. fairnamic is not obliged to comply with all country-specific requirements for electronic invoices. fairnamic is entitled to send reminders and other payment requests to the Exhibitor by email. All invoice amounts must be transferred in euros, without deduction and free of charges, quoting the customer and invoice numbers, to one of the accounts specified on the invoice.

If the Exhibitor is in default of payment, fairnamic is entitled to charge a reminder fee. The Exhibitor is entitled to prove that fairnamic suffered less or no loss as a result of the late payment. If the Exhibitor is in default with payment of the participation fee, fairnamic may refuse occupation of the stand space until payment has been made. fairnamic is not liable to the Exhibitor for any resulting loss unless fairnamic is responsible for the delayed payment.

If the Exhibitor subsequently requests an invoice to be reissued due to a change of name, change of legal form, change of the invoice recipient's address or similar reason, the Exhibitor must pay an amount of EUR 50.00 for each

invoice amendment. If, at the Exhibitor's instruction, invoices are addressed to a third party, the Exhibitor nevertheless remains the debtor until the respective invoice has been paid in full.

5. Additional Costs

Any additional or reduced charges relating to ancillary costs will be determined after the event on the basis of actual expenditure and consumption and invoiced to the Exhibitor or, where advance payments have been made, credited accordingly.

5.1 Electricity, Water and Wastewater

The basis for calculating electricity consumption and water and wastewater charges is specified in the relevant section of MF-Venue's Shop for Exhibitor Services.

5.2 AUMA Contribution

An additional AUMA service fee is charged for the activities of the Association of the German Trade Fair Industry (AUMA), Littenstr. 9, 10179 Berlin. fairnamic calculates and collects the applicable contributions on behalf of AUMA. The contribution is shown separately. The amount of the currently applicable AUMA rate is set out in the Special Conditions of Participation.

5.3 Environmental Contribution

A mandatory Environmental Contribution is charged for participation in the event.

5.3.1 Services Covered by the Environmental Contribution

The Environmental Contribution serves in particular to cover costs for environmentally conscious and resource-efficient measures in connection with the event. These include in particular:

- the disposal of customary small quantities of waste generated by ongoing stand operations during the event,
- the material and energy recovery of the waste generated,
- measures for the sustainable and resource-efficient conduct of the event, and
- the use of local public transport offered in connection with Exhibitor passes and visitor vouchers, insofar as this is provided for the respective event.

5.3.2 Additional Waste Disposal

In particular, larger quantities of waste and waste generated in connection with stand build-up and dismantling are not covered by the Environmental Contribution.

The Exhibitor is responsible for ensuring the proper disposal of such waste. Required waste-disposal services may be ordered for a fee through the Shop for Exhibitor Services.

If waste is not properly removed or required waste-disposal services are not commissioned, MF-Venue is entitled to arrange for disposal at the Exhibitor's expense, either itself or through service providers appointed by it. Additional or increased disposal costs may be charged for this.

5.4 Media Fee

See Section 1.3.3 Media Package Manager (MPM).

6. Value Added Tax

All prices quoted are net prices. Where value added tax is required by law, it will be charged in addition and shown separately on the invoice.

6.1 VAT Identification Number

As a rule, fairnamic provides Exhibitors with a single supply (event service). The place of supply for this service is the place where the recipient / Exhibitor is established. fairnamic invoices foreign Exhibitors that are taxable persons for VAT purposes under the reverse-charge procedure without German VAT. For Exhibitors from the European Union to be accepted, a valid VAT identification number (VAT ID No.) must be entered on the registration form. The Exhibitor is obliged to notify fairnamic immediately in writing of any changes to its VAT identification number. Exhibitors from outside the EU are not required to provide a VAT identification number; however, the Exhibitor's status as a taxable person for VAT purposes must be established.

6.2 Refund of Value Added Tax

Foreign Exhibitors may obtain a refund of any VAT charged if the statutory requirements are met.

Further information: www.bzst.bund.de. Applications must be submitted to: Federal Central Tax Office, An der K ppe 1, 53225 Bonn, Germany.

7. Exclusive Services

Only MF-Venue and the service partners appointed by it are authorised to provide the following services and supplies, including any connection work required for Exhibitors' installations: catering, stewarding and security services, storage and waste disposal, cleaning, logistics services using technical equipment (e.g. mobile cranes, forklift trucks, lifting equipment), connections for electricity, water, gas and compressed air, rigging (suspension points), and telecommunications. Any deviation requires prior written approval.

These services are provided following timely ordering through MF-Venue's Shop for Exhibitor Services; the Exhibitor is responsible for placing the order before the start of the event.

8. Performance Disruptions, Withdrawal

8.1 Non-Participation by the Exhibitor

If the Exhibitor does not participate after the binding confirmation of the placement proposal has been issued, the Exhibitor is required to pay a cancellation fee. The Exhibitor must notify fairnamic immediately in writing of its non-participation. fairnamic is not obliged to accept a replacement Exhibitor proposed by the Exhibitor.

In order to ensure a coherent overall appearance of the trade fair/exhibition, fairnamic is entitled, in the event of the Exhibitor's non-participation, to allocate the unused stand space elsewhere. For fairnamic's efforts to re-let the stand space for a fee—other than by exchanging it with the stand space of another Exhibitor—the Exhibitor must pay cancellation fees. Unless otherwise stipulated in the Special Conditions of Participation for the event, the cancellation fee amounts to 25% of the calculated participation fee, but not less than EUR 300.00. If no replacement Exhibitor can be found, or if only an exchange with another Exhibitor is possible, the full invoice amount becomes due. The lump-sum cancellation fee takes into account fairnamic's duty to mitigate losses and any expenses saved by fairnamic. The Exhibitor is entitled to prove that fairnamic suffered no loss or a substantially lower loss.

8.2 Non-Participation by a Co-Exhibitor

If a Co-Exhibitor does not participate, the obligation to pay the Co-Exhibitor fee in full remains unaffected.

8.3 Breaches of Duties by the Exhibitor, Contractual Penalty

Culpable breaches of the obligations incumbent on the Exhibitor under the contractual relationship or of instructions issued under the House Rules entitle fairnamic, if the breach is not discontinued immediately after a request to do so, to terminate the contractual relationship with immediate effect for good cause, provided that the breach is not merely insignificant or is repeated despite a request by fairnamic.

In the event of termination for good cause, fairnamic is entitled to close the Exhibitor's stand immediately and to require the Exhibitor to dismantle the stand and clear the stand space without delay.

If the Exhibitor is in default with dismantling the stand or clearing the stand space, fairnamic is entitled to dismantle the stand and/or clear the stand space at the Exhibitor's expense, either itself or through third parties.

For the remaining duration of the event, the Exhibitor remains obliged to pay the participation fee owed as minimum damages. The Exhibitor is entitled to prove that fairnamic suffered no loss or a substantially lower loss.

If no replacement Exhibitor is found for the stand space of the Exhibitor whose contract has been terminated, fairnamic is entitled to arrange the design of the stand space at the Exhibitor's expense in order to ensure a coherent overall appearance of the event.

fairnamic is entitled to demand a contractual penalty of up to EUR 10,000.00, to be determined by fairnamic in each individual case at its reasonable discretion. Any contractual penalties incurred will be credited against any claim for damages by fairnamic arising from the same breach of duty.

The Exhibitor may prove that fairnamic suffered no loss or a substantially lower loss.

The right to assert further claims remains unaffected.

8.4 Rights of Withdrawal and Termination of fairnamic

8.4.1 Insolvency of the Exhibitor

fairnamic is entitled to withdraw from the contract if an application to open insolvency proceedings has been filed in respect of the Exhibitor, such an application has been rejected for lack of assets, or insolvency proceedings have been opened. The Exhibitor is obliged to inform fairnamic of these circumstances without delay.

8.4.2 Non-Payment

If a deadline set by fairnamic for payment of the participation fee expires without payment being made, fairnamic is entitled to withdraw from the contract.

If fairnamic exercises this right of withdrawal, it is entitled to claim damages from the Exhibitor in the amount of the agreed or expected participation fee in accordance with Section 8.1 of these Conditions, unless the Exhibitor can prove a lower loss.

Any further claims by fairnamic remain unaffected.

8.4.3 Breach of the Special Conditions of Participation, General Conditions of Participation, Technical Guidelines, House Rules

If the Exhibitor breaches any provision of the Special and/or General Conditions of Participation, the Technical Guidelines or the House Rules, fairnamic is entitled to terminate the contractual relationship with immediate effect for good cause, provided that the breach is not merely insignificant or is repeated despite a request by fairnamic.

8.4.4 Breach of Section 12 (Advertising)

If the Exhibitor breaches Section 12 (approaching and interviewing visitors outside the stand, political advertising/statements), fairnamic is entitled to terminate the contractual relationship with immediate effect for good cause, provided that the breach is not merely insignificant or is repeated despite a request by fairnamic.

8.4.5 Failure to Occupy the Stand in Due Time

If the Exhibitor does not occupy the stand in due time (Section 10.1.4), fairnamic may terminate the contractual relationship with immediate effect for good cause if the breach is not merely insignificant or if the stand is not occupied immediately despite a request to do so.

8.5 Reservations, Force Majeure, Cancellation and Other Changes to the Event

8.5.1 Grounds for Changes to the Event, Duty to Inform and Damages

Unforeseen events, in particular cases of force majeure (for example natural disasters, war, terrorism, failure or major disruption of transport services and/or communications, as well as specific epidemic or pandemic risks arising from the occurrence of infectious diseases), which make it impossible or unreasonable to hold the event as scheduled, entitle fairnamic to make the following changes to the event:

- to postpone, shorten or extend the event;
- to cancel its opening entirely; and
- to close an event that has already begun temporarily or permanently, in individual parts or in its entirety.

An inability to ensure adequate supplies of utilities such as electricity, heating, etc., as well as strikes and lockouts, will, unless they are of short duration, be treated as cases of force majeure. fairnamic is not entitled to make the changes to the event listed above if fairnamic is responsible for the circumstance giving rise to the change.

fairnamic must inform the Exhibitor of such changes without delay after the decision has been made, unless fairnamic is itself prevented from doing so by one of the circumstances referred to above. Claims for damages against fairnamic arising from such changes are excluded unless

- the change is attributable to a grossly negligent or intentional breach of duty by fairnamic or its vicarious agents; or
- the change is based on a breach by fairnamic or its vicarious agents of a material contractual obligation whose fulfilment is essential to the proper performance of the contract and on compliance with which the Exhibitor may regularly rely (these are the proper planning, preparation and conduct of the event, the timely and complete provision of information to the Exhibitor, and the contractual engagement of any service providers/third parties).

8.5.2 Participation Fee

If an event is postponed for any of the reasons specified in Section 8.5.1, the following applies: fairnamic will determine a replacement date no later than one month after announcing the postponement of the event. The Exhibitor has the right to withdraw from the Exhibitor contract within 14 days of receipt of notification of the replacement date.

9. Duty to Provide Information, Safety Regulations

9.1 Exhibitor's Duty to Provide Information

Upon registration, the Exhibitor must provide fairnamic with all relevant information that could, in particular, affect the allocation of stand space, build-up and dismantling operations, occupational health and safety, building regulations, structural or operational safety, security requirements, or otherwise be relevant to fairnamic.

9.2 Online Portals for Exhibitors

Upon admission or with the event-related documents, the Exhibitor receives the required access to the online portals. Event-related information, services and media entries are processed through the OSC, the Shop for Exhibitor Services or the MPM.

9.3 Safety Regulations

The Exhibitor must familiarise itself with the safety regulations applicable for the period of its participation in the trade fair and instruct its employees and, where applicable, its Co-Exhibitors accordingly. The instruction must be documented in writing. These safety regulations include in particular Messe Frankfurt's Technical Guidelines and the House Rules (available via the Exhibitor information at [Become an Exhibitor at EUROBIKE](#)).

During the event and during build-up and dismantling, the Exhibitor is subject throughout the Frankfurt exhibition grounds to the provisions of the Technical Guidelines and the House Rules. The instructions of the responsible employees of fairnamic and MF-Venue must also be followed; competent and authorised contact persons must be made available to them. The Exhibitor undertakes to comply with all applicable labour and trade regulations, environmental regulations, fire-safety regulations and accident-prevention regulations.

The Exhibitor must monitor compliance with the above conditions by the persons it employs at the event and by the additional Exhibitors registered by it and must intervene in the event of a breach or notify fairnamic of any breaches.

9.4 Presence on the Exhibition Grounds

Unless otherwise stipulated in the Special Conditions of Participation, Exhibitors, their employees and agents may remain on the exhibition grounds only from one hour before until one hour after the respective event's daily opening hours.

Exceptions (e.g. for stand parties) generally require the approval of the project management. Stands of other Exhibitors may not be entered outside the daily opening hours without the permission of the stand holder.

10. Build-Up and Dismantling

10.1 Stand Construction, Equipment and Design

10.1.1 General

All stand spaces and other event areas are measured and marked by fairnamic. fairnamic has the right to determine performance within the meaning of Section 315 of the German Civil Code (BGB). The stand-construction provisions of the Technical Guidelines must be complied with. Stands must be constructed so as to be structurally safe and safe for circulation.

10.1.2 Design

The design and equipment of the stand are generally left to each Exhibitor. However, the typical exhibition criteria of the event and all fairnamic requirements must be taken into account in the design and equipment, in particular the Technical Guidelines and the Special Conditions of Participation; particular attention is drawn to the rules on floor coverings and maximum stand heights. fairnamic may require the submission of true-to-scale plans and stand descriptions. The Exhibitor's name or company name must be clearly visible.

10.1.3 Build-Up and Dismantling Times

The dates and times for build-up and dismantling are set out in the Special Conditions of Participation for the event.

10.1.4 Staffing

Throughout the event, the stand must be properly equipped and staffed by knowledgeable personnel during the stipulated opening hours.

10.2 Obligation to Construct a Stand

The Exhibitor is required to construct a trade fair or exhibition stand on the rented stand space. Work on setting up the stand must commence no later than 24 hours before the start of the event; this does not affect any individual time requirements for stand construction.

10.3 Removal of Disruptive Items etc.

Exhibits, stand equipment and/or other items that were not specified in the registration or that, because of their appearance, odour, inadequate cleanliness, noise or other characteristics, are disruptive or annoying with regard to the smooth conduct of the event or otherwise prove unsuitable must be removed immediately at fairnamic's request. If such items are not removed immediately, fairnamic may arrange for their removal at the Exhibitor's expense and/or terminate the contractual relationship with immediate effect for good cause, provided that the breach is not merely insignificant or the items are not removed despite repeated requests by fairnamic.

10.4 Premature Dismantling

Before the dismantling period begins, the Exhibitor is not entitled to remove exhibits from the stand space and/or begin dismantling the stand. In the event of non-compliance, fairnamic reserves the right to assert claims for damages.

10.5 Clearance

The Exhibitor alone is responsible for clearing the stand space on time and restoring it to its original condition. fairnamic accepts no liability for goods remaining on the exhibition grounds after the end of the event—including goods sold to third parties during the event—unless fairnamic is responsible for the damage/loss due to intent, gross negligence or breach of material contractual obligations within the meaning of Section 8.5.1. fairnamic is entitled to charge a storage fee for goods/stand-construction materials that are not dismantled and removed on time. fairnamic is also entitled, immediately after expiry of the dismantling deadline, to have goods/stand-construction materials that have not been dismantled and removed on time removed and stored by a suitable company at the Exhibitor's expense and risk.

11. Handover / Return

At the end of the period of use, the Exhibitor must return its stand space to fairnamic in broom-clean condition, as received. Otherwise, fairnamic is entitled to have soiling (e.g. adhesive residue from carpets) as well as installations, equipment, advertising signs, etc. removed or to restore the condition existing before handover to the Exhibitor and to charge the Exhibitor for the costs incurred.

This also applies if fairnamic has agreed that the Exhibitor may bring installations, equipment, advertising signs, etc. into or onto the space made available for use.

12. Advertising

Advertising of any kind (flyers, posters, other advertising materials) is permitted only on the Exhibitor's own stand space, for the Exhibitor's company and only for products manufactured or distributed by it, provided that these have been registered and admitted.

Special advertising spaces for posters or banners throughout the Frankfurt exhibition grounds may be booked separately.

Advertising over loudspeakers, other sound-amplification measures, and film, video or computer presentations, as well as other measures involving more than negligible emissions, require the written consent of fairnamic. The same applies to the use of other devices and facilities intended to achieve an enhanced advertising effect by visual and/or acoustic means or where the demonstration of exhibits generates noise or causes a nuisance. The requirements regarding noise emissions in Messe Frankfurt's Technical Guidelines must be observed.

fairnamic is entitled to stop and remove unauthorised advertising, or have it removed, without recourse to judicial or police assistance.

The Exhibitor must bear the costs of removing unauthorised advertising materials. Approvals already granted may be restricted or revoked in the interest of maintaining orderly event operations where no other remedy is possible.

Carrying or driving advertising media around the exhibition grounds (walking acts, promotional staff, etc.) and distributing printed matter and samples outside the stand and in the car parks are not permitted. Exceptions require the written approval of fairnamic.

Approaching and interviewing visitors outside the stand is strictly prohibited. Political advertising and/or political statements are not permitted unless political statements fall within the scope of the event. In the case of political statements or political advertising that could disrupt the peaceful conduct of the event or public order, fairnamic is entitled to require the cessation of such activities and the removal of the objects concerned.

13. Sales Rules

Direct sales, or the prohibition of direct sales, are expressly regulated in the Special Conditions of Participation for the event.

The Exhibitor is responsible for obtaining and complying with all commercial and public-health permits and approvals.

14. Photography and Other Image and Film Recordings

Commercial image recordings of any kind, in particular photography and filming, are permitted within the exhibition grounds only to persons accredited for this purpose by the fairnamic Press Department. Recordings to be made outside the daily opening hours require fairnamic's consent. fairnamic reserves the right to charge an appropriate fee for this. The costs incurred are borne by the Exhibitor.

fairnamic and, with fairnamic's consent, journalists are entitled to make photographs, drawings, film and video recordings of the event, the exhibition structures and stands, and the items exhibited, and to use them free of charge for advertising or press publications. This also applies to persons depicted in such recordings.

15. Security and Cleaning

15.1 Security

As a general rule, fairnamic assumes no duty of safekeeping for exhibits brought onto the premises, stand equipment or items owned by persons working at the stand. Security and supervision of the stand during the event's daily opening hours and during build-up and dismantling are generally the responsibility of the Exhibitor. Outside the

event's opening hours, fairnamic provides general supervision of the halls and exhibition grounds. No services involving custody, safekeeping or otherwise protecting the interests of Exhibitors are provided. At night, valuable items that can easily be removed must be kept locked away by the Exhibitor.

15.2 Stand Security

The Exhibitor may, at its own expense, commission additional stand security from the security company appointed by MF-Venue via MF-Venue's Shop for Exhibitor Services.

15.3 Cleaning

fairnamic and/or MF-Venue arrange for the general cleaning of the exhibition grounds and hall aisles.

15.4 Stand Cleaning

The Exhibitor is responsible for cleaning the stand/stand space; cleaning must be completed daily 15 minutes before the event opens. If stand cleaning is contracted out, the Exhibitor must use the cleaning company appointed by MF-Venue. Orders are processed through MF-Venue's Shop for Exhibitor Services. If the Exhibitor uses its own cleaning personnel, their deployment is limited to one hour before and one hour after the event's daily opening hours, unless otherwise stipulated in the Special Conditions of Participation.

If the Exhibitor's stand falls below fairnamic's customary proper standard in terms of hygiene or external appearance, the Exhibitor must remedy the situation at its own expense upon instruction by fairnamic. If the Exhibitor does not comply with such an instruction without delay, fairnamic is entitled to arrange for the remedy itself and charge the corresponding costs to the Exhibitor.

16. Data Protection Information

The data protection provisions of fairnamic GmbH, as amended from time to time, apply. The privacy policy provided from time to time forms part of the event-related information.

17. Industrial Property Rights

17.1 General

With regard to goods exhibited by the Exhibitor or its Co-Exhibitors, the Exhibitor is obliged to strictly observe third-party intellectual and industrial property rights. Goods that infringe industrial property rights, in particular trademark rights, design rights, utility models and/or patents, are not permitted as exhibits.

The Exhibitor is obliged to remove infringing goods from its stand immediately.

In the event of proven infringements of intellectual or industrial property rights and/or breaches of the above obligations, fairnamic reserves the right to exclude the Exhibitor from the current and/or future event(s) without compensation. If fairnamic exercises its right of exclusion on the basis of a court decision or substantiated evidence of the infringement, the affected Exhibitor will have no claim for damages against fairnamic even if the alleged infringement should later prove unfounded, provided that this was not recognisable to fairnamic at the time.

17.2 Exhibition Priority

Safeguarding copyrights and other industrial property rights in the exhibits is the sole responsibility of the Exhibitor. fairnamic does not arrange for recognition or publication of the event for the purpose of claiming exhibition priority. fairnamic gives no warranty that exhibition priority can be claimed for the event.

Where statutory requirements exist for claiming exhibition priority or other protective rights, the Exhibitor is responsible for independently reviewing those requirements and for making any necessary applications, providing evidence and observing the relevant deadlines.

17.3 GEMA etc.

The Exhibitor is responsible for ensuring that any music performances for which registration is required during the event are duly and fully registered in good time, that the applicable fees are paid, and that no other copyright infringements occur.

17.4 Registered Trademarks of fairnamic

Before using any registered trademarks of fairnamic, the Exhibitor is obliged to obtain consent to their use.

18. General Duties of the Exhibitor

The Exhibitor must ensure that it does not damage fairnamic's reputation. This includes, among other things, using only service providers that can be relied upon to perform their work reliably and properly (see also Section 7). The Exhibitor is obliged to comply with the General Conditions of Participation, the Special Conditions of Participation, the Technical Guidelines and the House Rules.

Where required by law or objectively appropriate, the Exhibitor is obliged to establish a suitable security concept together with fairnamic and the authorities and organisations responsible for security.

19. Insurance Obligation

The Exhibitor is obliged to take out public liability insurance with a market-standard combined sum insured for personal injury and property damage (with a twofold aggregate limit) and a customary scope of cover. This insurance must include damage to rented buildings and premises caused by fire, explosion and mains water with a sum insured of at least EUR 10 million, as well as damage to other rented property caused by other causes with a sum insured of at least EUR 50,000. In addition, the Exhibitor must agree with its property insurer on a waiver of recourse in favour of fairnamic.

Evidence that the insurance has been taken out must be provided to fairnamic no later than three weeks before the start of the event by means of written confirmation of insurance.

Exhibitors have the option of obtaining comprehensive insurance cover for exhibits. Where a corresponding offer is made available, it can be ordered through MF-Venue's Shop for Exhibitor Services.

20. Duty to Ensure Safety

The Exhibitor bears the duty to ensure safety for the stand and its immediate access areas, unless the hazards arise from the structural condition of the buildings or the Frankfurt exhibition grounds and fall within MF-Venue's area of responsibility.

As part of its duty to ensure safety, the Exhibitor must in particular ensure that passageways are kept clear, that cables, carpets or similar items do not create trip hazards, that wet or otherwise slippery areas are marked, cordoned off and cleaned, that suspended items are securely attached and not positioned too low, that stand construction complies with the safety requirements of MF-Venue and, where applicable, fairnamic, that fire-protection measures are ensured, and that all work is carried out in accordance with generally accepted technical standards. Details are set out in Messe Frankfurt's Technical Guidelines and the event-related Exhibitor information.

The Exhibitor also bears the duty to ensure safety for products used as part of the Test Track.

21. Notification of Damage

The Exhibitor must notify fairnamic without delay, in text form, of any damage that has occurred.

22. Intervention in the Event, Termination of the Event

fairnamic has the right to intervene in the conduct of the event or to terminate the event in order to restore safety and order. In either case, the Exhibitor has no claim for damages against fairnamic unless fairnamic intentionally or through gross negligence caused the reason for the intervention in the conduct of the event or the termination of the event, or breached a material contractual obligation whose fulfilment is essential to the proper performance of the contract and on compliance with which the Exhibitor may regularly rely (these are the proper planning, preparation

and conduct of the event, the timely and complete provision of information to the Exhibitor, and the contractual engagement of any service providers/third parties).

23. Bringing Items onto the Premises

Where fairnamic permits the Exhibitor to place or store items outside its own stand on grounds available to fairnamic or in buildings located thereon, this does not create either a lease agreement or a custody agreement.

24. Liability, Indemnification

24.1 Liability of fairnamic

Liability of fairnamic, its vicarious agents, persons engaged by it and other persons attributable to it for negligent conduct is excluded, except in cases of liability for personal injury or liability arising from the breach of material contractual obligations. Material contractual obligations within this meaning are obligations whose fulfilment is essential to the proper performance of the contract and on compliance with which the Exhibitor may regularly rely (these are the proper planning, preparation and conduct of the event, the timely and complete provision of information to the Exhibitor, and the contractual engagement of any service providers/third parties). In the event of a negligent breach of such material contractual obligations, fairnamic's liability is limited to the loss typical for the contract. The Exhibitor indemnifies fairnamic against all third-party claims for which the Exhibitor or its Co-Exhibitor is responsible, unless a grossly negligent or intentional breach of duty by fairnamic or persons attributable to it was at least a contributory cause of property or financial loss, or, in the case of personal injury, any breach of duty attributable to fairnamic or persons attributable to it was at least a contributory cause, or unless fairnamic breached material contractual obligations within the above meaning.

24.2 Limitation of Liability for Breach of Material Contractual Obligations

Where fairnamic is liable for a negligent breach of material contractual obligations, the amount of damages payable by fairnamic is limited to the foreseeable loss typical for the contract. However, at any time before the loss occurs, the Exhibitor may increase this limit accordingly by submitting a notice of risk or declaration of value to fairnamic.

24.3 Indemnification in Respect of Co-Exhibitors

The Exhibitor indemnifies fairnamic against all claims arising in connection with breaches of duty or other conduct giving rise to claims on the part of its Co-Exhibitors and asserted against fairnamic. This also includes the costs of legal defence.

This indemnification does not apply if fairnamic itself is responsible for the breach of duty or other conduct giving rise to the claim through gross negligence or intent, or has breached material contractual obligations within the meaning of Section 24.1.

24.4 Strict Liability under Section 536a BGB

fairnamic's strict liability for pre-existing defects under Section 536a(1), first alternative, of the German Civil Code (BGB) (e.g. stand equipment), as well as any consequential loss suffered by the Exhibitor, is excluded.

25. Limitation Period, Set-Off, Rights of Retention and Assignment

The limitation period for claims against fairnamic is one year unless fairnamic caused the claims through gross negligence or intent, or the claims are subject to a statutory limitation period of more than three years.

The Exhibitor may set off counterclaims only if they have been finally established by a judgment or court order, are undisputed or have been acknowledged by fairnamic, unless the counterclaim and the principal claim against which it is set off are synallagmatically linked.

Where the Exhibitor is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the Exhibitor has rights of retention against fairnamic only if its counterclaims have been finally established, are undisputed or have been acknowledged by fairnamic. Where the Exhibitor does not belong to this group of persons, it is also entitled to exercise a right of retention insofar as its counterclaim and the principal claim against which it is asserted are synallagmatically linked.

The assignment by the Exhibitor of claims against fairnamic or its vicarious agents or other persons engaged by it is excluded. Section 354a of the German Commercial Code (HGB) remains unaffected.

26. Exclusion of Other Terms and Conditions

The relationship between the parties is governed exclusively by these Conditions and the conditions specified on the registration form or in the participation documents (in particular the Special Conditions of Participation, Messe Frankfurt's Technical Guidelines, fairnamic's data protection guidelines, Messe Frankfurt's House Rules and the terms of use of the respective online portals used); other general terms and conditions do not form part of the contract even if fairnamic does not expressly object to them.

27. Prevailing German Version

Only the German-language texts of the contractual conditions are authoritative for the legal relationship between the parties. The German text is legally binding.

28. Applicable Law, Place of Performance, Jurisdiction

These contractual conditions and all legal relationships between fairnamic and the Exhibitor are governed by the law of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

Where the Exhibitor is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is Tett nang and the contractual place of performance is Frankfurt am Main. At its own option, fairnamic may also choose the Exhibitor's ordinary place of jurisdiction.