

# **General Conditions of Participation for the Location Messe Frankfurt Exhibition Center**

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# General Conditions of Participation for the Location Messe Frankfurt Exhibition Center

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# General Conditions of Participation for the Location Messe Frankfurt Exhibition Center

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## 1. Definitions

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### 1.1.1 fairnamic GmbH

fairnamic GmbH is organizer of fairs at the Messe Frankfurt exhibition center and shall hereafter be referred to as fairnamic.

### 1.1.2 Messe Frankfurt Venue GmbH

Messe Frankfurt Venue GmbH (hereinafter referred to as "MF-Venue") is the owner and operator of the exhibition center in Frankfurt. It also provides exhibitors with services for their stand on site.

## 1.2 Messe Friedrichshafen and Messe Frankfurt Online Center

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### 1.2.1 Messe Friedrichshafen Online Center

Exhibitors receive an access code for the Messe Friedrichshafen Online Service Center (hereafter referred to as "OSC") upon registering for a stand. Media features must be executed via the OSC and by utilizing the appropriate forms.

### 1.2.2 Messe Frankfurt Shop for Exhibitor Services

With their stand admission, exhibitors will receive an access code (MyAccount) for the Shop for Exhibitor Services of MF-Venue - hereinafter referred to as Serviceshop-MFV. Technical and organizational orders for the stand on site must be placed via this online portal.

## 1.3 Exhibitors

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Those participating in trade fairs and exhibitions are called main exhibitors and co-exhibitors. When reference is made to all types of participants, then they shall be referred to hereafter as "exhibitor(s)".

### 1.3.1 Main Exhibitor

The main exhibitor is the participant that rents the trade fair stand and presents their offer with their own staff on it.

### 1.3.2 Co-Exhibitor

The co-exhibitor is the participant that presents their offer using their staff on the stand of a main exhibitor. This definition includes the group's subsidiaries and affiliates of the main exhibitor. Registration of co-exhibitors is subject

to approval and charges. To register as a co-exhibitor, a separate co-exhibitor registration is required. This must be signed by the main exhibitor as a legally binding document and must bear the name and full address of the contact from the co-exhibitor. Following the registration of the main exhibitor, a contract cannot be concluded between the co-exhibitors which the main exhibitor has registered and fairnamic.

### 1.3.3 Other represented Companies

Other represented companies (ORC) must be registered by the main exhibitor. If ORCs are represented by their own staff on the stand, they shall be classified as co-exhibitors.

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### 1.4 Joint Stands

If several exhibitors wish to rent a stand space together, they must name a joint exhibitor who has

been authorized by the group (= Group Organizer) as a contact for fairnamic in their registration.

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## 2. Transferring the Stand Space to a Third Party

Exchanging the assigned stand space with another exhibitor or partly or fully transferring the stand space or "subletting" the stand space to third parties is not

permitted unless approval for this has been given by fairnamic.

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## 3. Placement, Permitted Goods, Exhibitor Passes

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### 3.1 Placement

fairnamic endeavours to fulfil the wishes of the exhibitor in terms of the location and size of the stand, whilst taking the theme of the exhibition and the structure of the respective event into account, as well as the space available. The time at which the registration is received is not the only determining factor in allocating placement. Deviations from the registration data due to planning reasons

must be taken into account.

If special circumstances require it, particularly in the interests of safety, fairnamic may allocate the exhibitor another space even after having confirmed the stand. The size and dimensions of the reserved space can be changed and the position and layout of entrances, exits and passages may be changed and structural modifications may be undertaken.

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### 3.2 Permitted Exhibition Goods

Companies may exhibit their exhibition goods which are appropriate for the theme of the event. The permitted goods are specified in the product classification for the event.

fairnamic shall issue decisions on permission for exhibitors and the registered products to be presented at the event and the placement of the exhibitor.

fairnamic may, for objectively justifiable reasons, exclude individual exhibitors from participating, particularly if the available space is insufficient.

fairnamic is also entitled to limit the registered

exhibition objects and alter the registered space.

Permission is only valid for registered exhibition objects and the specific exhibitor who is named in the permission confirmation and the space stated in this confirmation. The exhibition of any objects, other than those which have been registered and have received permission, must be approved by fairnamic in writing. The exhibitor must remove objects which are not registered or permitted from the stand upon the request of fairnamic.

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### 3.3 Exhibitor Passes

Each exhibitor shall receive exhibitor passes which give them access to the exhibition center. The number of passes issued is determined based on the size of the stand and they are issued following full payment of the invoice for participation in the trade fair. The number of exhibitor passes is governed by the Special Conditions of Participation.

Additional exhibitor passes can be ordered via the OSC at extra cost. The exhibitor passes are intended for the stand staff, must be filled out in accordance with the provisions on passes and may not be transferred to third parties. fairnamic reserves the right to carry out spot checks.

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## 4. Fees, Invoices, Payment Deadlines and Conditions, Hirer's Right of Lien

The amount and elements of the participation fee and the payment deadlines are shown in the registration documents and Special Conditions of Participation. The stand can only be occupied if the deadlines for payment which have been established in the invoice for the participation fee have been met and the fee has been paid in full.

fairnamic is entitled to send invoices in electronic format (PDF-format) to the exhibitor by e-mail instead of paper invoices. Upon request of the exhibitor, fairnamic will issue paper invoices to the exhibitor.

There is no legal claim to the issuance of electronic invoices. fairnamic is not obliged to comply with all country-specific requirements for the issuing of electronic invoices. fairnamic is entitled to send reminders and other re-quest for payment to the exhibitor by e-mail.

All invoice amounts must be transferred in Euro without any deductions to an account stated in the invoice, stating the customer and invoice number. The transfer must be free of charge.

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If the exhibitor delays payment, fairnamic is entitled to charge an overdue fine. The exhibitor is entitled to demonstrate that no damage or an amount of damage which is less than that stated has been incurred to fairnamic as a result of the delay in payment. In case of default of payment of the participation fee, fairnamic may refuse to provide the stand space until payment has been made. fairnamic shall not be liable to the exhibitor for any damages resulting from this, unless fairnamic is responsible for the late

payment.

If an exhibitor does not meet their payment obligations during the course of the event, fairnamic may exercise their hirer's right of lien, retain the exhibition objects and stand equipment and, after giving written notice for the relevant items, have them stored or sold at auction, or sell them privately if they have a stock market price or market price, at the expense of the exhibitor.

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### 5. Additional Costs

Incidental expenses relating to increases and decreases in provision of services will be determined after the event, using the actual expenditure and consumption.

The organizer will be invoiced or credited for these expenses if excess payment has been made.

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#### 5.1 Power

The basis for calculation of power consumption is regulated in the Serviceshop-MFV.

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#### 5.2 AUMA Fee

A fee is charged for the involvement of the Association of the German Trade Fair Industry (AUMA) (a Registered Association), Littenstr. 9, 10179 Berlin, Germany. fairnamic shall undertake the calculation and collection of the fees

incurred on behalf of the AUMA. The fees shall be shown separately. The current valid rate for AUMA can be seen in the Special Conditions of Participation.

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### 5.3 Waste Disposal

A waste disposal flat-rate shall be charged for the removal of small quantities of waste resulting from the running of the stand throughout the course of the event. This is set down in the Special Conditions of Participation for the event. The additional waste produced by constructing and disassembling the stand is to be disposed of by the exhibitor or to be reported

to the project management team for disposal. The disposal of waste which is left on the exhibition centre premises is liable for costs. If required, waste disposal must be ordered via the Serviceshop-MFV. In case waste is not reported, then costs for disposal will be charged at a higher rate.

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### 5.4 Media Entry Fees (Catalogue, Guide, Internet Features)

If a catalogue or guide (print or digital) is created for the event, all exhibitors are obliged to feature in it. The costs for a basic feature are paid with a flat-rate fee which is set down in the Special Conditions of Participation.

Media features and optional additional services which are featuring costs are executed via the Serviceshop-MFV.

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## 6. Value added Tax

All prices listed are net prices. If statutory VAT is incurred it will be calculated additionally and stated separately on the invoice.

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### 6.1 VAT Identification Number

As a rule, fairnamic performs standard services for the exhibitors (event services package). The headquarters of the service recipient/exhibitor is determined to be the place of performance of these services. fairnamic bills foreign exhibitors which have entrepreneurial status according to the Reverse Charge Procedure, without German VAT. For exhibitors from the European Union a valid VAT identification number (VATIN) is an absolute precondition. It has to be

entered on the registration form. The exhibitor is obliged to notify fairnamic of any change to the VAT identification number immediately in writing. For exhibitors from outside the EU, it is not necessary to state a VAT identification number. However, it must be ascertained that the exhibitor has entrepreneurial status.



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### 6.2 Reimbursement of Value Added Tax

Foreign exhibitors may be reimbursed for any value added tax they are charged for where the statutory requirements for this are in place. For more detailed information:

[www.bzst.bund.de](http://www.bzst.bund.de).

Applications are to be sent to the Federal Central Tax Office: Bundeszentralamt für Steuern, An der Kuppe 1, 53225 Bonn, Germany.

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### 7. Exclusivity of Service Providers

Only the service providers designated by fairnamic are permitted for the following services, supply activities and any connection work which may become necessary for the exhibitor's installations:

Water connections, power connections, compressed air, installation of suspension points, forklift trucks and working platforms, waste disposal, cleaning,

security services, telecommunications, catering. This can only be deviated from if prior written approval has been given by fairnamic.

The execution of these services starts only after they have been ordered in good time via the Services-hop-MFV. The exhibitor is responsible for doing this before the start of the event.

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### 8. Disruptions in Performance, Withdrawal

#### 8.1 Exhibitor does not participate

If the exhibitor does not participate once registration has been granted, he is obliged to pay a compensation fee. fairnamic must be notified that the exhibitor is not participating immediately in writing. fairnamic is not obliged to accept a replacement exhibitor put forward by the exhibitor.

In order to ensure that the trade fair/exhibition has a unified image, fairnamic is entitled to reallocate the stand space which is unused as a result of the non-participation of the exhibitor. The exhibitor must pay compensation fees for fairnamic's endeavours to

rent the stand space in any manner other than via exchange of the stand space with another exhibitor for a consideration. The compensation fee amounts to 25% of the calculated participation fee, unless it is stated otherwise in the Special Conditions of Participation of the event. If no replacement exhibitor is found or if an exchange with another exhibitor is the only option, then the full amount invoiced shall be due.

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### 8.2 Co-Exhibitor does not participate

If a co-exhibitor does not participate, the obligation to pay the full amount of the co-exhibitor's fee remains unaffected.

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### 8.3 Breaches of Duty by the Exhibitor, Contract Penalties

Culpable breaches of the exhibitor's duties which result from the contractual relationship or which contravene the directives set out in the House Rules entitle fairnamic to terminate the contractual relationship for good cause with immediate effect if the contravention is not remedied immediately upon request.

In the event of a termination for good cause, fairnamic is entitled to close the stand of the exhibitor immediately and demand that the exhibitor disassemble the stand immediately and clear the stand space.

If the exhibitor is late in disassembling the stand or cleaning the stand space, fairnamic is entitled to undertake the disassembly of the stand and/or the clearing of the stand space either itself or engage a third party to do so, at the expense of the exhibitor. The exhibitor is obliged to pay the due participation

fees as minimum compensation cover throughout the remaining period of the event.

If no replacement exhibitor is found for the stand space of the terminated exhibitor, fairnamic is entitled to carry out redesign work on the stand space at the exhibitor's expense in order to unify the image of the trade fair.

fairnamic is entitled to demand a contract penalty, which is to be determined using equitable discretion by fairnamic for each individual case, amounting to a maximum of EUR 10,000.

The exhibitor may provide evidence that no or significantly less damage than that stated was incurred for fairnamic.

The option to file other claims remains unaffected by this.

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### 8.4 fairnamic's Right to Withdrawal and Termination Right

#### 8.4.1 Insolvency of the Exhibitor

fairnamic is entitled to withdraw from the contract if insolvency is filed for by the exhibitor, if such a petition is rejected as a result of lack of funds or if insolvency proceedings have been started. The exhibitor is obliged to inform fairnamic of any of these events immediately.

#### 8.4.2 Non-payment

If a deadline for payment set by fairnamic expires without payment of the participation fee, fairnamic may withdraw from the contract.

In the case the right to withdrawal is exercised, fairnamic is entitled to claim compensation from the exhibitor in the amount of the agreed and/or expected participation fee, as stated in point 8.1 of these conditions, unless the exhibitor can prove to fairnamic that the damages incurred were less than those stated.

Further claims from fairnamic remain unaffected by this.

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### **8.4.3 Violation of the Special Conditions of Participation, General Conditions of Participation, Technical Guidelines, House Rules**

If the exhibitor is breaching the elements of the Special and/or General Conditions of Participation, Technical Guidelines or House Rules, fairnamic is entitled to terminate the contractual relationship with immediate effect for good cause.

### **8.4.4 Violation of subsection 12 (advertising)**

In the event that the exhibitor is in breach of subsection 12 (approaching and canvassing visitors outside the stand space, political publicity / statements), fairnamic is entitled to terminate the contractual relationship with immediate effect for good cause.

### **8.4.5 Stand is not Occupied at Correct Time**

If the stand is not occupied at the correct time by the exhibitor (Subsection 10.1.4), fairnamic is entitled to terminate the contractual relationship with immediate effect for good cause.

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## **8.5 Reservations, force majeure, cancellation and other changes to the event**

### **8.5.1 Reasons for changes to the event, obligation to inform and compensation**

Unforeseen events, in particular cases of force majeure (for example natural disasters, war, terror, failure or massive disruptions in traffic and/or communication links, as well as special epidemic or pandemic risks when contagious diseases occur) which make it impossible or irresponsible to hold the event as planned, entitle fairnamic to make the following changes to the event:

- to postpone, shorten and extend an event;
- to completely cancel its opening and
- to close an already started event temporarily, finally, in individual parts or in total.

Inability to provide sufficient operating elements, such as electricity, heating, etc., strikes and lock-outs, will be equated to incidence of force majeure as long as they are not short-term in nature. There is no right to make the aforementioned changes to the event if fairnamic is responsible for the incident on which the change is based.

fairnamic must inform the exhibitor of such change measures immediately after the decision has been taken, unless fairnamic is also prevented from doing

so by one of the circumstances mentioned. No claims for damages can be made against fairnamic, unless

- the change can be attributed to a grossly negligent or intentional breach of duties by fairnamic or its agents
- the change is due to fairnamic's or its agents' violation of an essential contractual obligation which, firstly, enables the contract to be fulfilled in accordance with the regulations. Furthermore, the exhibitor should also be consistently able to trust that this obligation shall be adhered to (this may be, for example, planning and preparation of the event in accordance with the regulations, the exhibitor being notified in good time and being fully informed, etc.).

### **8.5.2 Participation fee**

In the case that an event is postponed for a reason specified in 8.5.1, the following applies: fairnamic will determine a replacement date no later than one month after the announcement of the postponement of an event. The exhibitor has the right to withdraw from the exhibitor contract within 14 days of receiving notification of the replacement date.

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If an already started event is shortened, extended or closed (temporarily, permanently, in individual parts or in total) for one of the reasons specified in section 8.5.1, then the payments to be made by the

exhibitor according to the exhibitor contract - the participation fee as well as any costs to be borne by the exhibitor - must be paid in full.

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### 9. Duty to Supply Information, Safety Regulations

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#### 9.1 Exhibitor's Duty to supply Information

Upon registration, the exhibitor must share all relevant information with fairnamic, particularly that which influences the allocation of stand space, construction and disassembly operations, occupa-

tional health and safety, right to erect structures, structural or operational safety and requirements for the surveillance team or which could otherwise prove significant for fairnamic.

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#### 9.2 Forms, Online Service Center

The exhibitor receives an access code for the OSC upon registration and with the invoice for participation in the trade fair. This access code can be used to carry out the aforementioned orders for service

provision, media features and services online. The relevant information is shown in the Technical Guidelines (view under: [www.eurobike.com/exhibiting-guidelines](http://www.eurobike.com/exhibiting-guidelines)).

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#### 9.3 Safety Regulations

The exhibitor must inform themselves on the safety regulations which are in force for the duration of participation in the trade fair and instruct its employees and, if applicable, its co-exhibitors on these. This

instruction is to be documented in writing. The Technical Guidelines, the House Rules and the Protection and Hygiene Concept form the most es-

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essential component of these relevant safety regulations (viewed under: [www.eurobike.com/exhibiting-guidelines](http://www.eurobike.com/exhibiting-guidelines)).

During the event and construction and disassembly, through-out the premises of fairnamic, the exhibitor is subject to the conditions set out in the Technical Guidelines and House Rules. Furthermore, the instructions of the employees of fairnamic, who are authorized by service ID card, must be obeyed. Exhibitors must make sure that authorized fairnamic employees can meet competent contact persons

at the exhibitor's stand at any time. The exhibitor is obliged to observe all occupational and trade law regulations, environmental regulations, fire protection regulations and accident prevention regulations. The exhibitor shall supervise the persons they engaged for the event and the other exhibitors they have registered to ensure they comply with the aforementioned conditions and will intervene in the event of violation and/or inform fairnamic of such violations.

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### 9.4 Occupation of the Exhibition Premises

Unless stated otherwise in the Special Conditions of Participation, the length of time for which exhibitors, their employees or persons reporting to them may remain on the premises is limited to an hour before and after the daily opening hours for the relevant event, including opening

hours. In principal, exceptions (i.e. for parties at the stand) require approval from the project management team ([www.eurobike.com/exhibiting-guidelines](http://www.eurobike.com/exhibiting-guidelines)). Outside of daily opening hours, the stands of other exhibitors may not be entered without permission from the stand owner.

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## 10. Construction and Disassembly

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### 10.1 Stand Construction, Fitting and Design

#### 10.1.1 Basic Principle

All stand spaces and other event spaces are calibrated and delineated by fairnamic. fairnamic is entitled to dictate requirements under § 315 of the German Civil Code [BGB]. The stand construction requirements in the Technical Guidelines must be observed. The stands must be constructed so that they are safe in terms of their stability and for traffic.

#### 10.1.2 Design

The design and furnishing of the stand is, in principle, entrusted to each individual exhibitor. However, the

usual exhibition criteria for the event and all fairnamic conditions must be observed in the design and furnishing, particularly the Technical Guidelines and the Special Conditions of Participation.

Regulations on floor coverings and stand height-limits are of particular importance here. fairnamic may demand that true-to-scale blueprints and stand descriptions are submitted. The name and/or company of the exhibitor must be displayed clearly on the stand.

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### 10.1.3 Construction and Disassembly Time Limits

The time limits for construction and disassembly times are governed by the Special Conditions of Participation.

### 10.1.4 Staffing

The stand must be properly equipped and staffed by professionally qualified personnel during the opening hours throughout the entire duration of the event.

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## 10.2 Stand Construction Obligations

The exhibitor is obliged to construct an exhibition stand on the hired stand space. Construction of the stand must begin at least 24 hours before the event

starts – individual imperative deadlines for construction remain unaffected by this.

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## 10.3 Removal of objectionable objects etc.

Exhibits, stand equipment and/or other objects which were not stated in the registration or which are objectionable or disruptive to the smooth running of the event in terms of their appearance, smell, insufficient cleanliness, noise or other characteristics or which otherwise prove unsuitable must be removed

immediately upon the request of fairnamic. If such objects are not removed immediately, fairnamic can have them removed at the exhibitor's expense and/or terminate the contractual relationship for good cause, with immediate effect.

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## 10.4 Premature Disassembly

The exhibitor is not entitled to remove exhibits from the stand space and/or begin disassembly of the stand before the disassembly period begins. If

this is not abided by, fairnamic reserves the right to impose claim for compensation.

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## 10.5 Clearing

The exhibitor bears sole responsibility for clearing the stand space and returning it to its original state

within the set deadlines. fairnamic bears no liability for goods which are still present on the event pre-

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mises after the event has ended, even those which have been sold to third parties during the course of the event, unless damage or loss can be attributed to fairnamic as a result of intentional activity or gross negligence. fairnamic is entitled to impose a storage fee for goods and stand construction materials which are not disassembled and taken away

on time. Furthermore, once the disassembly time limit is up, fairnamic is entitled to have goods/stand construction materials which are not disassembled or taken away on time removed and stored by a company which is competent to do so at the expense of the exhibitor and at the exhibitor's own risk.

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### 11. Handover / Return

After the period of use has ended, the exhibitor must return the stand space to fairnamic in a clean-swept state, just as they received it. Failing this, fairnamic is entitled to have the space cleaned (i.e. remove sticky residues from the carpets) and to have installations, appliances, advertising boards, etc., removed and/or to return the space to the

state that it was in prior to handover to the exhibitor. fairnamic is entitled to invoice the exhibitor for the costs thus incurred. This also applies if fairnamic has agreed that the exhibitor may bring installations, appliances, advertising boards, etc., into or onto the object provided for use.

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### 12. Advertising

Any type of advertising (flyers, posters, other promotional materials) for the exhibitor's company may only be displayed on their own stand space and only for the products manufactured and distributed by the company, as long as these have been registered and permitted.

Purpose-built advertising spaces for posters or banners located throughout the premises of fairnamic can also be booked. Loudspeaker advertising, as well as other sound-emitting activities and film, video or computer presentations and/or other activities which involve the emission of light or noise which is not of a low level require written permission from fairnamic. This also applies for the use of other devices and equipment which may have an increased promotional impact in terms of their visual or auditorial character or if the presentation of exhibits produces noise or otherwise causes disturbance. The points on noise emission in the Technical Guidelines must

be observed [www.messe-friedrichshafen.com/exhibiting-guidelines](http://www.messe-friedrichshafen.com/exhibiting-guidelines).

fairnamic is entitled to prohibit advertisements which are conducted without authorization without involving legal or police intervention and to eliminate these, or have them eliminated. The costs for removal of unauthorized affixed advertising materials shall be borne by the exhibitor. In the interest of an undisturbed continuation of the exhibition, any permissions granted may be limited or revoked later. Mobile advertising media (walking ads, promo girls, etc.) within the event premises and the distribution of printed material and tasters outside of the stand space and in the parking lot are not permitted. Written approval from fairnamic must be obtained for exceptions to this rule.

Approaching and canvassing visitors outside the stand space is strictly prohibited. Political advertisements and/or political statements are not permitted unless

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political statements are part of the scope of the event. For political statements or political advertisements which could disturb the peace at the event or

disturb public order, fairnamic is entitled to demand that the disputed objects be omitted and removed.

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### 13. Sales Regulation

Direct sales and/or prohibition of direct sales is governed formally by the Special Conditions of Participation for the event.

The procurement of and compliance with advertising and health policy permits is the responsibility of the exhibitor.

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### 14. Photography and Other Means of Recording Films and Videos

Capturing images within the event premises for commercial purposes in any form, particularly photography and film, is only permitted for persons who have been accredited for this purpose by the fairnamic Communications Department. Images and recordings which are to be made outside the daily opening hours require acceptance from fairnamic. The fairnamic reserves the right to request a suitable fee for this. The resulting costs are to be borne by

the exhibitor. fairnamic and – with the agreement of fairnamic – the journalists are entitled to produce photographs, drawings and film and video recordings of the event, the exhibition structures and stands and the exhibited objects and to use these for advertisements or press releases free of charge. This also applies to people who may appear in these recordings or items.

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### 15. Surveillance, Cleaning, Waste Disposal

#### 15.1 Surveillance

In principle, fairnamic accepts no liability for duty of care for exhibits brought onto the premises, stand equipment and objects which are the property of persons working on the stand. Stand surveillance and supervision of the stand during the daily opening hours of the event is generally the exhibitor's responsibility, and this also applies during the construction and disassembly periods. Outside of the

opening hours of the event, fairnamic ensures that general monitoring of the halls and the event premises is undertaken. Duties of care, custodial or other safeguarding of the interests of the exhibitor shall not be effected. During the night, easily removable, valuable objects must be locked away by the exhibitor.



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### 15.2 Stand Surveillance

The exhibitor may order additional surveillance of the stand at their own expense from MF-Venue or the

security company appointed by MF-Venue. Ordering is carried out via the Serviceshop-MFV.

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### 15.3 Cleaning

fairnamic provides general cleaning for the premises and hall walkways.

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### 15.4 Cleaning of Stands

Cleaning of the stand/stand space must be undertaken by the exhibitor and must end 15 minutes before the event opens every day. For stand cleaning, the exhibitor must commission MF-Venue or the cleaning company appointed by MF-Venue. Ordering is carried out via the Serviceshop-MFV. If the exhibitor's own cleaning team is deployed, then they may only work one hour before and/or one hour after the daily opening hours of the event, unless stated

otherwise in the Special Conditions of Participation. If the exhibitor should deviate from the usual, decent standards of fairnamic in terms of hygiene or external appearance of the stand the exhibitor must remedy this at their own expense by order of fairnamic. If the exhibitor does not carry out these actions immediately following such an order from fairnamic, fairnamic is authorized to remedy these deviations and to invoice the exhibitor for the costs incurred.

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### 15.5 Waste Disposal

Waste disposal and environmental protection are regulated in the Technical Guidelines, which must be observed.

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### 16. Data Protection

Reference is made to the privacy policy of fairnamic ([www.eurobike.com/exhibiting-guidelines](http://www.eurobike.com/exhibiting-guidelines)).

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### 17. Industrial Property Rights

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#### 17.1 Basic Principle

The exhibitor is obliged to observe the property rights of third parties with respect to goods displayed by themselves or their co-exhibitors. Goods which infringe upon industrial property rights, specifically trademark rights, design rights, utility model rights and/or patents are not permitted as exhibition goods.

The exhibitor is obliged to remove goods which violate these rights from their stand immediately. In the event that infringement of property rights and/or breaches of the aforementioned duties are proved, fairnamic reserves the

right to exclude the exhibitor from the current and / or future event(s) without any compensation. If fairnamic exercises their right to exclusion based on a legal decision or based on well-founded evidence of the infringement of property rights, the exhibitor concerned is not entitled to make claims for damages against fairnamic in the event that the infringement of property rights proves to be invalid at a later point in time.

Securing copyright or other industrial property rights for exhibits is the responsibility of the exhibitor.

#### 17.2 Protection of Exhibits

Securing copyright or other industrial property rights for exhibits is the responsibility of the exhibitor. A 6 month period of property right protection extending from the beginning of the event onwards, based on the fundamental principles of the Act on Protection of Designs and Exhibits

and the Trademark Reform Act only enters into force if the Federal Minister of Justice has published an appropriate public notice in the German Federal Law Gazette (Exhibition Protection). In principle, fairnamic applies for this exhibition protection.

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### 17.3 GEMA [Society for musical performing and mechanical reproduction rights]

The exhibitor is responsible for making the appropriate notifications in good time and in full for its own musical presentations which are subject to GEMA approval, and that duties are paid and also that

copyrights are respected. GEMA applications and other information can be accessed at [www.eurobike.com/exhibiting-guidelines](http://www.eurobike.com/exhibiting-guidelines).

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### 17.4 Registered Trademarks of fairnamic

The exhibitor is obliged to obtain consent for use before using any registered trademark of fairnamic.

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## 18. General Obligations of the Exhibitor

The exhibitor must ensure that they do not damage the reputation of fairnamic. Among other items, this requires that the exhibitor only uses suppliers who can guarantee that they will work in a reliable and orderly manner (see also Subsection 7). The exhibitor is obliged to observe the conditions of the General Conditions of Participation, the Special Conditions

of Participation, the Technical Guidelines, the House Rules and the Protection and Hygiene Concept. Insofar as it is required under law or is reasonable on objective reasons, the exhibitor is obliged to draw up an appropriate safety concept with fairnamic and the public agencies and organizations responsible for safety.

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## 19. Compulsory Insurance Coverage

The exhibitor is obliged to take out liability insurance with the sum insured being the customary scope of coverage for the market in a lump sum for physical injury to persons and damage to property (with cover amounting to double this amount). This insurance must include coverage for rental property dama-

ges to buildings and rooms through fire, explosion and domestic water damage, with the sum insured amounting to at least EUR 10 million, as well as rental property damages to other items resulting from other

## General Conditions of Participation for the Location Messe Frankfurt Exhibition Center

causes with the sum insured amounting to at least EUR 50,000. Furthermore, the exhibitor must reach an agreement for a waiver of recourse in favour of fairnamic with their property insurer. Exhibitors have

the option of taking out comprehensive insurance coverage for goods. Application for exhibition insurance is made via the Serviceshop-MFV.

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### 20. Legal Duty to maintain Safety, Operator Obligations

The exhibitor is obligated to comply with all statutory, official, and other applicable accident prevention regulations during assembly and dismantling and for the duration of the event. This includes all issued safety regulations and technical guidelines ([www.eurobike.com/exhibiting-guidelines](http://www.eurobike.com/exhibiting-guidelines)). Reference must be made to the regulations of the current Hessian Guideline for Places of Assembly (Hessische Versammlungsstättenrichtlinie H-VStättR). Within the scope of the obligation to ensure traffic safety, the exhibitor must ensure that passages

are clear and that there are no "tripping hazards" are created by cables or carpets, wet or otherwise slippery surfaces are marked, blocked and cleaned, suspensions are fixed and not too low. The stand construction must comply with the safety regulations of MF-Venue and fairnamic. The fire protection measures must be guaranteed, all work has to be carried out in accordance with the rules of technology, etc. ([www.eurobike.com/exhibiting-guidelines](http://www.eurobike.com/exhibiting-guidelines)).

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### 21. Notification of Damages

The exhibitor must notify damages which have occurred to fairnamic immediately in writing.

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### 22. Intervention in the Event, Termination of the Event

fairnamic reserves the right to intervene in the course of the event or terminate the event in order to restore safety and order to the event. The exhibitor is not, in either case, entitled to bring claims for damages against fairnamic, unless fairnamic caused the grounds for intervention in the course of event or termination of the event intentionally or via gross negligence or has violated an essential contractual obligation which firstly enabled the

contract to be fulfilled in accordance with the regulations. Furthermore, the exhibitor should have been able to consistently trust that this obligation would be adhered to.

## General Conditions of Participation for the Location Messe Frankfurt Exhibition Center

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### 23. Bringing Objects onto Site

Where the exhibitor has received permission from fairnamic to place/store items outside their own stand on the premises available to fairnamic and/or

in buildings on these premises, this shall not be taken as justification for a rental contract nor custody contract to this effect.

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### 24. Liability, Indemnification

#### 24.1 Liability of fairnamic

The liability of fairnamic, the agents and assistants thereof and other persons associated with fairnamic for negligent behaviour is eliminated, unless the claim involves liability resulting from physical injury to persons or liability as a result of violation of essential contractual obligations. In this context, essential contractual obligations are obligations which, firstly, enable the contract to be fulfilled in accordance with the regulations. The exhibitor can also consistently trust that these obligations shall be adhered to (without claim to completeness, this could be providing the object for use in line with the contract or appointing a supplier in line with the contract, to give examples). In the event that these essential

contractual obligations are breached as a result of negligence, the liability of fairnamic is limited to that of contractually typical damages. The exhibitor indemnifies fairnamic against all claims of third parties for which the exhibitor or their co-exhibitors bear responsibility, unless these are for damage to property or financial loss which was at least partly caused by a grossly negligent or intentional breach of duty and, in the event of physical injury to persons, which can be attributed, in any way, to a breach of duty by fairnamic and/or persons associated with them, or can be at least partly attributed to them, or if the claim involves violation of essential contractual obligations by fairnamic in the sense stated above.

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#### 24.2 Limitation of Liability in the Event of Violation of essential contractual Obligations

If fairnamic is liable for simple negligence of essential contractual obligations, the extent of compensation is limited to the foreseeable, typical damage. Prior to the incidence of

liability, the exhibitor has the possibility to extend the liability towards fairnamic by announcing a hazard threat and/or a value declaration in writing.

## General Conditions of Participation for the Location Messe Frankfurt Exhibition Center

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### 24.3 Indemnification vis-a-vis Co-Exhibitors

The exhibitor indemnifies fairnamic against all claims which may arise in conjunction with a breach of duty or other actions which constitute grounds for claims on the part of its co-exhibitors and which are brought against fairnamic. This also applies to the costs for legal defence.

This indemnification does not apply if fairnamic itself is responsible for the breach of duty or actions which constitute grounds for claims as a result of gross negligence or intent, or if fairnamic has violated its essential contractual obligations under subsection 24.1.

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### 24.4 Strict Liability section 536 A of the German Civil Code [BGB]

Strict liability of fairnamic is dispensed with for pre-existing deficiencies (e.g. in stand equipment) under section 536 A, paragraph 1, clause 1 of of

the German Civil Code and for any potential subsequent damages for the exhibitor.

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## 25. Statute of Limitations, Set-off

The statute of limitations for claims brought against fairnamic is one year, unless fairnamic has caused the grounds for the claim either intentionally or through gross negligence or the claims are subject to a statutory statute of limitations of over three years.

The exhibitor is entitled to a right to set-off against fairnamic only when their counterclaim is legally recognized as valid, is uncontested or is recognized by fairnamic. The same applies for the right of retention, inasmuch as the exhibitor is an entrepreneur, a

legal entity under public law or a special investment fund governed by public law. If the exhibitor is not categorized as belonging to these groups, the exhibitor is entitled to exercise their right to retention, insofar as the exhibitor's counterclaim is governed by the same contractual relationship

## General Conditions of Participation for the Location Messe Frankfurt Exhibition Center

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### 26. Protective Clause

Only these conditions and the conditions mentioned in the registration form (Special Conditions of Participation, Technical Guidelines of Messe Frankfurt, Data Protection Guideline, House Rules Messe Frankfurt, Protection and Hygiene Concept and the Terms of Use of OSC and Serviceshop-MFV) of

fairnamic are valid for the relationship between the parties. Other general terms and conditions of trade shall not be held to be subject terms of the contract, even if fairnamic has not expressly objected to them.

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### 27. Precedence of the German Text

The legal relationship between the parties are governed solely by the German text for the terms of the contract. The German text is legally binding.

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### 28. Applicable Law, Place of Performance, Place of Jurisdiction

This agreement shall be solely governed by German law. The place of performance for both parties shall be Frankfurt am Main. The place of jurisdiction is Tettngang.

fairnamic may, at its own discretion, elect that the competent place of jurisdiction shall be that of the exhibitor.