

General Trade Fair and Exhibition Conditions

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1. Registration

Application for authorisation to participate at the event is effected by submitting the “Exhibition Contract / Booth Registration” form to the promoter.

The applicant is bound to his registration until 8 days after the registration deadline stipulated in the “Terms and Conditions of Participation”, but no longer than up to six weeks before the trade fair/exhibition opens, insofar as authorisation has not been issued in the meantime. Registrations received later, or after the registration deadline, remain binding for the applicant for 14 days from receipt of the registration by the promoter.

Applications containing conditions or reservations will only be accepted as unconditional and without reservation. Requests for specific locations cannot be accepted as a condition for participation. No exclusion of competition shall take place. Written form and electronic form are both admissible.

2. Acceptance of Trade Fair and Exhibition Conditions

By submitting the registration form, the exhibitor bindingly accepts the “General Trade Fair and Exhibition Conditions”, the “Terms and Conditions of Participation” for the respective events, the “Technical Directives/Guidelines” and the “House Rules” issued by the operator of the trade fair venue on behalf of himself, as well as on behalf of those who are employed by him at the event. Consequently, these also apply during the contract initiation phase.

The following order of priority shall apply to any contradictions amongst the individual bodies of rules and regulations.

- Exhibition contract / booth registration
- Terms and conditions of participation for the event
- General Trade Fair and Exhibition Conditions
- Technical directives/guidelines issued by the operator of the trade fair venue
- House rules issued by the operator of the trade fair venue

Links to all rules and regulations are included in the online registration form which can be found on the website of the respective event, where they can be viewed and printed out. Upon request, these can also be provided by the promoter as a printable file.

3. Authorisation to Participate, Contract Conclusion

The promoter shall decide at his own due discretion whether or not the exhibitor will be authorised to participate and the products and service listed in the product classification will be approved.

The promoter is entitled to restrict the listed products and to change the registered amount of floor space for conceptual reasons. In the event of technically justified reasons he is also entitled to exclude individual exhibitors and suppliers from participation, insofar as it appears necessary to limit participation to specific groups of exhibitors, suppliers and visitors, in order to fulfil the purpose of the event.

The contract with the promoter becomes legally binding upon receipt by the exhibitor of authorisation to participate in written form. Should the content of the authorisation deviate from that of the registration, the contract comes into force in accordance with the authorisation in written form if the exhibitor does not object in writing within 10 workdays after receipt. Disregardance of booth location requests or other special requests does not justify any right of objection.

Authorisation to participate can be revoked if the prerequisites for issuance have not been, or are no longer, fulfilled.

4. Withdrawal, Termination

The exhibition contract is fundamentally legally binding. It can only be terminated for good cause, and withdrawal is only possible in accordance with applicable legal requirements.

If withdrawal is nevertheless allowed by the promoter as a gesture of goodwill after binding registration or issuance of authorisation to participate, this does not release the exhibitor from payment of booth rental fees and all other costs incurred up to the respective point in time, or future costs which can no longer be avoided. Dismissal from the contractual relationship does not apply to other legal relationships entered into by the exhibitor with any third party or parties in connection with concluding the contract.

If the booth floor space can be rented to another party, the resultant rental fees shall be deducted from the booth rental fees due from the dismissed exhibitor. However, only up to 75% of the booth rental fees due from the dismissed exhibitor shall be credited. The remaining 25% shall be paid by the dismissed exhibitor as a flat-rate compensation fee for incurred processing expenses. The dismissed exhibitor is entitled to prove that the promoter has incurred less or no expenses at all. Regardless of this, the dismissed exhibitor must bear the costs of the flat-rate marketing fee, as well as all other costs which have already been incurred, or will be unavoidably incurred, as the results of goods and services already provided and/or the availment of third parties.

The promoter has good cause to terminate the contract without notice if:

- the exhibitor does not fulfil contractual obligations, including those contained in incorporated bodies of rules and regulations, even after a reasonable grace period has been granted or a formal reminder has been issued
- the exhibitor is more than 14 days in arrears with payments, even after being dunned
- a significant decline in the financial situation of the exhibitor occurs or threatens to occur, as the result of which fulfilment of the exhibitor's obligations to the promoter appears to be in jeopardy
- the exhibitor has violated the industrial property rights of a third party
- the exhibitor has gained authorisation to participate by means of incorrect or incomplete statements

In the case of extraordinary contract termination by the promoter, the exhibitor is also still liable for agreed upon rental fees in their full amount, incurred costs and unavoidable costs yet to be incurred, as well as all other damages incurred by the promoter. If the booth floor space is rented to another party after the contract has been terminated, the provisions set forth in section 4, paragraph 2, shall apply.

For the purposes of the above stipulated provisions, rental to another party has only taken place if authorisation to participate would not have been possible for the replacement exhibitor due to a lack of further floor space capacities. Otherwise, allocated booth floor space is occupied by the replacement exhibitor simply in order to fill the gap in the interest of the overall appearance of the event.

If it is not possible to rent the floor space to another party, the promoter is entitled to fill the gap by means of reallocation of booth floor space, floor space swapping with other exhibitors, the provision of space free-of-charge for accompanying activities, decoration or the like in the interest of the overall appearance of the event, without reducing his own claims against the exhibitor. Costs incurred by the promoter for filling the gap left by the exhibitor by means of decoration etc. shall be borne by the exhibitor as well.

5. Booth Floor Space Allocation

The promoter decides how booth floor space is allocated in consideration of the event concept, the subject matter of the trade fair/event, registered products and prevailing local conditions. The exhibitor is not entitled to the allocation of any specific booth location. Any such stipulations specified by the exhibitor in the Booth Registration are not binding for the promoter.

The exhibitor is notified of booth floor space allocation in written form. Objections must be submitted in writing within 8 days after receipt of the booth floor space allocation notification in written form.

For urgent technical or organisational reasons, the promoter is entitled to subsequently allocate a booth location which differs from the original allocation, to change the size and dimensions of the booth floor space, to relocate or close off entrances, aisles and exits, and to make architectural changes to the exhibition halls, as long as the interests of the exhibitor are not unreasonably impaired. In particular, the exhibitor must reckon with the fact that for technical reasons minimal restriction of the allocated booth floor space will be required.

Building support structures, pillars, ledges and installation connections are an integral part of the allocated booth floor space, and cannot be construed as grounds for claims to reduction.

If allocated booth floor space is reduced by more than 10 cm in width and length, the promoter shall reimburse the rental fee difference to the exhibitor. Otherwise, the exhibitor is not entitled to any claims to reduction or other rights due to the above-described changes.

6. Subletting, Co-Exhibitors, Other Third Parties

Subletting, or any other partial or complete relinquishment of booth floor space to co-exhibitors or other third parties, as well as the acceptance of contracts for other companies, must be approved by the promoter. Request for approval must be submitted to the promoter along with precise identification of the co-exhibitor or other third party, as well as the products to be exhibited and/or offered.

Even if such approval is granted, the promoter enters into a contractual relationship with the exhibitor (main exhibitor) only. Vis-à-vis the promoter, the main exhibitor is liable for adherence to all contractual and legal provisions, on the part of the co-exhibitor or other third party as well, to whom the exhibitor has partially or completely relinquished booth floor space. In this respect, any negligence of the third party is tantamount to negligence on the part of the exhibitor.

7. Collective Booth

No right to communal leasing of booth floor space by several exhibitors is granted. However, the promoter may permit exceptions.

In the event of communal leasing of booth floor space by several exhibitors, the exhibitors must submit the name of a joint authorised representative to the promoter along with their registrations. Statements addressed to this authorised representative by the promoter are deemed statements addressed to all of the other exhibitors of the collective booth as well.

The exhibitors of the collective booth are jointly and severally liable to the promoter for fulfilling all of the obligations which result from the exhibition contract.

8. Prices, AUMA Contribution

Value added tax at the legally valid rate is added to all of the prices quoted in the contract documents etc., insofar as this is stipulated by law.

The promoter collects an administrative contribution per square metre of exhibition floor space in the name of and for the account of the Ausstellungs- und Messeausschuss der Deutschen Wirtschaft e.V. (AUMA e.V.) which is listed separately in the invoice.

9. Terms of Payment, Right of Retention, Lien

The agreed upon booth floor space rental fees are due and payable in full as soon as the contract comes into force. Fees are payable within eight days after receipt of the invoice.

The promoter is entitled to require advance payment from the exhibitor for ancillary services to be rendered by himself amounting to the anticipated actual costs. Advance payments do not bear any interest and must be brought to account within one month after the event has closed. Any credit remaining from advance payments shall be reimbursed to the main exhibitor. In the case of collective booths, reimbursement to one of the exhibitors releases the promoter from debt to the other exhibitors as well.

If the exhibitor is in arrears with regard to his financial obligations, the promoter is entitled to exercise his right of retention of booth floor space and all other contractual services to be rendered by himself irrespective of his right to terminate in accordance with section 4 and his right to claim compensation for all damages caused by delay. The exhibitor is only entitled to offset his own claims against the promoter's due and payable claims insofar as the exhibitor's claims are uncontested or have been declared legally binding by a court of law.

The promoter has the right to place a lien on objects brought to the exhibition by the exhibitor for all of the exhibitor's unfulfilled obligations and damages resulting therefrom. After providing notification in written form, the promoter is entitled to liquidate pledged property by means of private sale. The promoter assumes no liability for loss of or damage to pledged property through no fault of his own.

10. Booth Type

The booth must be set up during the specified setup days, and setup must be complete no later than 12 hours before the event opens.

If the exhibitor has not started to set up his booth no later than 12 noon on the last specified setup day for reasons which are beyond the control of the promoter, the promoter is entitled to make other use of the floor space. The tardy exhibitor is nevertheless liable for the agreed upon floor space rental fees and other costs, as well as any further costs for closing gaps, floor space decoration etc. in accordance with section 4, paragraph 2, which result from his tardiness.

11. Layout and Furnishings

The name and address of the booth proprietor must be attached to the booth in a plainly recognisable manner for the entire duration of the event. Booth furnishings, if applicable within the framework of the uniform layout stipulated by the promoter, are the responsibility of the exhibitor. The promoter's stipulations must be adhered to in the interest of good overall appearance. Upon request from the promoter, plans must be submitted for all booths or advertising space.

Clean walls facing the booth boundaries to neighbouring booths and suitable floor covering which has been approved by the promoter are mandatory as minimum furnishings.

Further stipulations result from the incorporated technical directives/guidelines, to which the promoter refers expressly.

The promoter is entitled to demand that booths, whose setup has not been approved or which are not in compliance with the terms and conditions for exhibition, are altered or removed. If the exhibitor does not comply with a corresponding request without delay, the promoter is entitled to arrange for such removal or alteration at the cost of the exhibitor. If, for the same reason, the booth has to be closed, the exhibitor has no right to claim reimbursement of the floor space rental fees.

12. Operating Duties, Booth Operation

The exhibitor is required to occupy the booth for the entire duration of the trade fair/exhibition with the registered exhibits, and to man it with knowledgeable personnel.

Booth cleaning is the responsibility of the exhibitor. The booth must be cleaned each day after the event closes.

The exhibitor is required to avoid waste, and to separate trash according to recyclable materials. Additional disposal costs will be invoiced in accordance with the polluter-pays principle. The storage of empty containers on booth floor space is prohibited for fire prevention reasons.

13. Advertising Campaigns

Advertising promotions of all types are only permitted within the confines of the booth.

Even within the confines of the booth, advertising promotions are only permitted to a limited extent. Advertising promotions are impermissible if they:

- make reference to products and services other than those approved by the promoter
- make reference to suppliers, other external companies and customers
- demonstrate ideological or political characteristics
- disturb other exhibitors or visitor flow

- advertise competing events
- violate legal or official regulations, or offend common decency

for advertising purposes – must be expressly approved by the promoter and approval must be requested in good time.

In the interest of maintaining orderly trade fair/exhibition operations, the demonstration of machines, acoustic devices, slide projectors and other devices whose operation might disturb the event or other exhibitors, may be restricted even after approval has been issued, or approval may be revoked.

14. Hookups

The promoter provides basic technical building services (heat, ventilation, lighting of common areas). The costs for these services are included in floor space rental fees.

Supply hookups desired by the exhibitor at his booth (water, compressed air, sprinkler, electricity, telecommunication), as well as disposal hookups (e.g. exhaust gases) must be ordered separately after approval.

The costs of installation and consumption are borne by the exhibitor.

If ring circuits are used, the costs are split up proportionately. All installations, all the way up to the booth connection, must be completed by companies who have been accordingly approved by the promoter. Orders are placed with these companies via the promoter and with his consent, and the exhibitor is invoiced directly for installation and consumption.

The exhibitor is solely responsible for hookups and installations within the confines of the booth in compliance with all legal and official regulations.

Hookups and devices which do not have the necessary technical approvals, do not comply with applicable regulations or whose consumption exceeds the volumes specified in the registration may be removed or shut down at the exhibitor's expense. The exhibitor is liable for all damages which result herefrom, or from the uncontrolled consumption of energy, water etc.

The use of gases of any type is only permissible after receiving approval from the promoter.

The exhibitor is obligated to allow other exhibitors to use supply ducts which are located at his booth location, insofar as separate acquisition of consumption costs is possible.

The promoter assumes no liability for interruptions or fluctuations in electrical, water, gas and compressed air supply lines, wastewater disposal lines or data and communications connections, insofar as he cannot be rightfully accused of malicious intent or gross negligence.

15. Security

The promoter shall arrange for general monitoring of the grounds and the hall, without assuming any duty of custodianship for booth furnishings, products/exhibits or other objects brought to the event by the exhibitor. The exhibitor is solely responsible for supervision and security of the booth and all objects brought to the event by himself. This also applies during setup and dismantling times, as well as for vehicles and other objects on the grounds and on the parking spaces made available by the promoter.

Booth security services can be arranged for with the promoter. Booth security services outside of official setup, dismantling and event times can only be arranged for directly with the promoter's contract service providers.

Outside of general trade fair/exhibition opening times, the exhibitor must keep valuable and easily transportable objects under lock and key.

The promoter recommends the procurement of appropriate insurance coverage.

16. Exhibitor IDs, Admission Vouchers

The trade fair grounds can only be entered by persons bearing an exhibitor ID issued by the promoter. These may only be used by the exhibitor named therein, by his booth personnel and by his representatives, and are non-transferable. In the case of misuse, exhibitor IDs may be revoked by the promoter. IDs required by the exhibitor for other third parties (e.g. workers from external service providers) can be additionally requested from the promoter for a fee.

17. Industrial Property Rights, GEMA

The exhibitor must assure that industrial property rights to exhibits held by third persons are not violated.

In the event that the violation of industrial property rights is substantiated, the promoter has the right to remove the products/exhibits from the booth or to close the booth, and to bar the exhibitor from the current event and future events without compensation. This applies correspondingly as well in the event of any other serious, substantiated, anticompetitive conduct.

In the event that copyrighted works are played back at the booth, paragraph 15 of German copyright law must be complied with. The exhibitor is solely responsible for obtaining permission from the relevant copyright watchdog organisation (e.g. GEMA) and for paying any fees incurred.

18. Photographs, Other Image and Sound Recordings, Data Protection

Throughout the entire exhibition facilities and grounds, the preparation of commercial image and sound recordings of any type, as well as the preparation of drawings of products/exhibits, is only permissible after receiving consent from the promoter in written form. The promoter can in no way assure that such photographs are free and unencumbered by any third-party rights, and assumes no liability herefor.

Unless the exhibitor objects without delay, the promoter is entitled to prepare image and sound recordings of trade fair booths and products/exhibits for the purpose of documentation or for his own publications, or to have such recordings prepared, and to use them free of charge for the aforementioned purposes. This right applies as well to employees of the exhibitor who are included in such recordings.

The promoter collects, processes and uses personal data in accordance with currently valid data protection law in the pursuit of its own business purposes.

All mandatory data, notices and other information concerning data protection can be found on the website of the respective event under the "Data Protection" menu item and on the promoter's website via the following link: www.schall-messen.de/datenschutz.

19. Dismantling

The removal of products/exhibits, as well as partial or complete dismantling of the booth, may not be begun until after the event has closed. In the event of violation of this clause, the exhibitor shall be required to pay a contractual penalty amounting to 50% of his floor space rental fees. Products/exhibits may not be removed if the promoter has previously enforced a lien. Notification of enforcement of lien must be handed over to the representatives of the exhibitor who are present at the booth. If the products/exhibits are nevertheless removed, this shall be deemed violation of lien.

Exhibition floor space must be fully vacated at the time designated for the completion of dismantling, or if no such deadline has been specified, no later than three hours after the event closes, and must be returned to the promoter in the same condition in which it was received.

If the floor space is not vacated on time, the promoter is entitled to vacate the floor space and to place objects left behind into storage at the expense of the exhibitor. After one month has elapsed and after submitting notification in written form, the promoter is also entitled to arrange for the auctioning off of objects left behind by the exhibitor, or to sell them on the open market insofar as they have a market price.

The promoter is only liable for damage to or loss of such objects in the event of malicious intent or gross negligence. The promoter is entitled to dispose of obviously worthless objects, in particular packaging materials, at the expense of the exhibitor.

20. Receipt of Goods

The promoter is not obligated to receive shipments of any sort addressed to the exhibitor on his behalf. If the promoter nevertheless receives such shipments by way of exception, he does so at no charge to the exhibitor, but assumes no liability for loss or damage unless he can be rightfully accused of malicious intent.

21. Warranty, Force Majeure, Insurance, Liability, Statute of Limitations

The exhibitor is only entitled to reduced rental fees if the elimination of rental object defects has been unsuccessful, or if the promoter has made no attempt to eliminate defects even after a grace period has been granted.

If the promoter is prevented from fulfilling his contractual obligations in whole or in part due to force majeure or other reasons for which he is not responsible, he shall be released to this extent from his obligation to perform.

In the event that performance of the service is not objectively impossible, but it is nevertheless in the clearly understood interest of all parties involved to refrain from performing the service, this shall also be deemed a non-culpable hindrance. In particular, this is the case in the event of factual evidence that either the holding or the continuation of the event may very likely lead to concrete danger to life or limb, or to property of considerable value, or that disruption-free holding or continuation of the event is jeopardized to such an extent that the intended purpose of the event for exhibitors, visitors or the promoter cannot be fulfilled, or can only be fulfilled with considerable restrictions.

In this case, the promoter is entitled to cancel the event in whole or in part, to reschedule and/or relocate it, to interrupt it or to discontinue it. Decisions in this regard shall be made by the promoter at his due discretion, taking into account the interests of all parties involved and in consultation with any existing trade fair advisory board.

The promoter shall inform the exhibitor immediately if such a case should arise. Insofar as the promoter is hereby released from his duty to perform, the exhibitor's obligation to pay floor space rental fees is waived as well. Previously paid floor space rental fees shall be refunded in full if the event is cancelled before it opens, or on a pro rata basis if the event is discontinued. The exhibitor is not entitled to any further claims for reimbursement.

The exhibitor is liable to the promoter for any and all damages which he, his employees, third parties with whom he has contracted or other third parties he has commissioned to fulfil his obligations inflict upon the promoter.

The promoter bears absolutely no insured risk on behalf of the exhibitor. The promoter recommends that the exhibitor procure his own insurance coverage, and if applicable arrange for security services.

Otherwise, the promoter is liable in accordance with applicable legal regulations, insofar as the exhibitor makes claims for the compensation of damages which are based upon malicious intent or gross negligence on the part of the promoter, his representatives or his agents. With the exception of cases in which the promoter can be rightfully accused of intentional breach of contract or culpable violation of a major contractual obligation, his liability is limited to foreseeable, typical damages. Liability for culpable injury to life, limb and health remain unaffected by this provision.

Insofar as not otherwise specified above, liability of the promoter is excluded regardless of the legal nature of the claim.

The above specified liability provisions apply accordingly to all services rendered by the promoter within the context of the exhibitor's participation in the event.

All limitations and exclusions of liability in favour of the promoter apply as well to the personal liability of his executive bodies, salaried employees, workers, other employees, subcontractors and vicarious agents.

The exhibitor's contractual claims vis-à-vis the promoter fall under the statute of limitations within a period of 12 months. The statutory period of limitation begins at the end of the month during which the final day of the event takes place. Claims resulting from intentional breach of contract are subject to the legal statutory period of limitation.

Any claims issued by the promoter for compensation resulting from alteration or degradation of the rental object fall under the statute of limitations one year after the point in time at which the rental object is returned to the promoter.

22. Property Holders' Rights, Violations of Contract Conditions

The promoter exercises property holders' rights throughout the entire exhibition area for the entire duration of the event, as well as during setup and dismantling times. He is entitled to enact house rules.

Notwithstanding his right to terminate for good cause, the promoter has the right to have the booth closed in the event of serious violations of contract conditions or other violations which continue even after the issuance of warnings, as well as violations against public law, or in the case of conduct demonstrated by the exhibitor, his personnel or representatives which jeopardises a smoothly running event. This applies in particular if the exhibitor violates legal regulations, offends common decency or contradicts the purpose of the event with advertising promotions.

The promoter assumes no liability for the economic consequences of closing the booth in these cases. The exhibitor is not entitled to any reduction of floor space rental fees. He is liable for all direct and indirect consequences of non-compliance with contractual and legal regulations.

23. Applicable Law, Place of Fulfilment, Court of Jurisdiction

The laws of the Federal Republic of Germany, to the exclusion of the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG), applies exclusively to all of the legal relationships between the promoter, as well as his employees, subcontractors and vicarious agents on the one hand and, on the other hand, the exhibitor, as well as his employees, subcontractors and vicarious agents. The German version of the text is binding with regard to all contract documents.

Place of fulfilment and court of jurisdiction for all disputes arising either directly or indirectly from the contractual relationship – also in proceedings involving documents, bills of exchange and cheques – is the promoter's place of business, insofar as the contractual partner is a merchant, a legal entity under public law or a special fund under public law or, without being a consumer, has no general court of jurisdiction in the Federal Republic of Germany. However, the promoter reserves the right to assert his claims at the presiding court of jurisdiction at the exhibitor's place of business.

24. Collateral Agreements, Severability Clause

Collateral agreements are only binding if they have been entered into in written form or have been confirmed in written form by the promoter. These conditions, as well as the exhibition contract, retain their validity even if individual conditions are invalid.