

1. **Application/Registration**
The application of the stand has to be done with the application/registration form. The applicant is bound by his application until one week before opening the exhibition, as far as the permission is already done.
2. **Confirmation**
With the application the exhibitor^{*1} recognizes the „Allgemeine Messe- und Ausstellungsbedingungen“ as binding for themselves and for their employees on the Messe/exhibition^{*2}. The labor and trade law regulations, especially for environmental protection, fire protection, accident prevention, company names and price marking must be observed.
3. **Admission**
Admission of the exhibitor and the exhibits will be decided by the exhibition management. The organiser is entitled to limit the registered exhibits and to change the registered area for conceptual reasons. The organiser may exclude exhibitors and suppliers from participation for objectively justified reasons, in particular if there is not enough space available. If necessary to achieve the purpose of the event, certain groups of exhibitors, suppliers and visitors can be restricted. Competitive exclusion is not allowed to demand or to be accepted. Upon receipt of the confirmation of admission or the invoice by the exhibitor, the conclusion of the contract between the organiser and the exhibitor is completed. The given admission may be revoked if the conditions for granting are not or are no longer fulfilled. The exhibition management is entitled to terminate the contract immediately if the payment is overdue despite of two reminders. In this case the fee of 25% of the stand rental must be paid to cover the costs already incurred. If justified complaints or objections arise with regard to the goods offered or the working methods of a participating company, the exhibition management is entitled and authorised in the general interest to take immediate and appropriate measures to remedy the situation. In such a case, the exhibition management may cancel existing contracts for subsequent exhibitions because essential conditions on which these contracts are based no longer exist. The exhibition of non-registered, not allowed goods is not permitted.
4. **Changes – Force majeure**
Unforeseen events that make it impossible to hold the exhibition as planned and for which the organiser is not responsible shall entitle the organiser,
 - a) to cancel the exhibition before it opens. If the cancellation has to be made between 3 months and 6 weeks before the scheduled start, 25% of the stand rent will be charged as a cost contribution. If the cancellation occurs in the last 6 weeks before the start, the costs increase to 50%. In addition to that the costs already incurred at the instigation of the exhibitor must be paid. If the exhibition has to be closed as a result of force majeure or by official order, the stand rental and all costs to be borne by the exhibitor must be paid in full.
 - b) to reschedule the exhibition. Exhibitors who provide evidence that this results in an overlapping of dates with another exhibitor that they have already booked can claim release from the contract.
 - c) to shorten the exhibition. The exhibitors cannot demand release from the contract. There is no reduction in the stand rent.

In all cases the organiser shall announce such serious decisions as early as possible. In any case, claims for damages are excluded for both parties.
5. **Cancellation**
In the case of a withdrawal on the part of the exhibitor after written application or confirmation of the application the organiser has the possibility to allow the cancellation. In this case a compensation of the costs in the amount of 50 % of the stand fee has to be paid. Are there already other costs because of the order of the exhibitor, the exhibitor has to pay for. In case of an exception and with a written reasoned cancellation until 6 weeks before the exhibition a credit can be made. The request for withdrawal can only be made in writing. It is only agreed to be legally effective if the organiser also gives his consent in writing. The exhibition management can make the dismissal dependent on the rented stand being rented to someone else. Re-letting is equivalent to a release from the contract, but the first occupier may have to pay the difference between the actual rent and the rent obtained, plus the amounts resulting from paragraph 1. If the stand cannot be rented to another exhibitor, the exhibition management is entitled to move another exhibitor to the unoccupied stand or to fill the stand space in another way in the interest of the overall image. In this case, the tenant is not entitled to a reduction of the stand rent. The costs incurred for decorating or filling the unoccupied stand shall be borne by the hirer.
6. **Assignment of stands**
The stand allocation is carried out by the exhibition management according to aspects given by the concept and the theme of the exhibition, whereby the date of receipt of the application is not relevant. If possible the exhibitor's special requests will be taken into account. The allocation of stands will be communicated in writing, usually at the same time as the admission and the announcement of the hall and stand number. The exhibitor must take into account that for technical reasons a slight restriction of the allocated stand may be necessary. This may not exceed 10cm in width and 10cm in depth and does not entitle the exhibitor to a reduction of the stand rent.
The stand may only be relocated for compelling reasons. The exhibition management shall provide the exhibitor concerned with a stand/space of the same value as far as possible. In this case the exhibitor is entitled to withdraw from the contract within 2 days of receiving notification of the relocation without any mutual compensation. The withdrawal must be made in writing. An exception to this is the relocation of a stand by a few metres in the same hall.
The exhibition management reserves the right to relocate the entrances and exits, the emergency exits and the passages for compelling reasons. The exhibition management must be notified immediately in writing of any changes to the location, type or dimensions of the stand.
7. **Minimum size of the stand**
Minimum size of the stand: 6 sqm
8. **Subletting, co-exhibitor, transmission of the stand to third parties, sale for third parties**
The exhibitor is not entitled, without the approval of the exhibition management, to sublet or to leave the stand, either in whole or in part, to exchange it or to accept order for other companies. The admission of a co-exhibitor approved by the exhibition management is subject to a fee. In the event of unauthorised subletting or passing on of the stand, the exhibitor shall be liable to pay an additional 50% of the stand rent, unless the exhibition management demands that the space occupied by the subtenant be vacated. For the acceptance of orders, to order books must show the exact address of the stand holder in addition to the address of the supplier companies. The order form must show with which exhibitor and for which company the purchase contract was concluded.
9. **Joint and several liability**
If several exhibitors rent a stand together, each of them shall be liable as joint and several debtor.
They must name a joint authorised representative in the application. The exhibition management need only negotiate with this person. Notifications to the representative named in the application shall be deemed to be notifications to the exhibitor or in the case of joint stands to the joint exhibitors.
10. **Stand rent and costs**
The stand rent is shown on the registration form. The costs for the supply systems or other services, e.g. electricity are fixed in the service documents or have to be communicated by request.
11. **Terms of payment**
 - a) Payment due date
The invoice amounts are to be paid in time. 50 % of the invoice amount has to be paid within 30 days after the invoice date. The rest until 6 weeks before the exhibition opening if there are no other written payment regulations. Invoices, issued later than 6 weeks before opening have to be paid immediately in the full amount.
 - b) Late payment
From due date interest on late payment are calculated, which are 3% over the base rate of the EZB discount rate.
The exhibition management are able to dispose of this stands after mowing and appropriate announcement. In this case they can deny the handover of the stands and the exhibitor passes. (go to nr. 5).
 - c) Right of lien
The organiser shall be entitled to a lessor's lien on the exhibition objects brought in for all unfulfilled obligations and the costs arising therefrom. The organiser is not liable for damage to or loss of the pledged items through no fault of their own and may sell them on the open market after giving written notice. It is assumed that all items brought in by the exhibitor are the unrestricted property of the exhibitor.
12. **Photography – Painting - Movie**
The commercial photography, painting and making a movie within the exhibition ground is only possible with a permission from the exhibition management.
13. **Layout and equipment of the stands**
The name and address of the stand owner must be displayed on the stand in a manner recognisable to all for the entire duration of the event.
The furnishing of the stand within the framework of the uniform structure provided by the organiser, if applicable, is the responsibility of the exhibitor. The guidelines of the exhibition management are to be followed in the interest of a good overall image.
The companies commissioned with the design or construction must be notified to the exhibition management.
Exceeding the stand limits is not permitted in any case. The stand height, including columns and supports is 2,5 metres. Exceeding the prescribed construction height requires the express approval of the exhibition management.
The exhibition management may demand that exhibition stands whose construction is not approved or does not comply with the exhibition conditions be modified or removed. If the exhibitor does not comply with the written request within 24 hours, removal or alteration may be carried out by the exhibition management at the exhibitor's expense. If the stand has to be closed for the same reason, there is no entitlement to a refund of the stand rental. The exhibitor must ensure that installation and fire protection equipment is accessible at all times.
Pillars within the stand area are part of the stand and do not entitle the exhibitor to any reduction in stand rent.
14. **Advertising**
Every advertising, e.g. distributing flyers and other publicity material is only allowed within the rented stand space. The using of

loudspeaker systems, and every photographic performance of the exhibitor needs a timely permission of the organizer. The demonstration of machinery, acoustic equipment, photographic equipment and fashions, including for advertising purposes, may be restricted or revoked in the interest of maintaining orderly exhibition operations, even after approval has already been granted. If the organiser operates a public address system, the exhibition management reserves the right to make announcements.

15. Stand assembling

The exhibitor is obliged to complete the stand within the specified deadlines. If construction of the stand has not commenced on the day before the opening, the organiser may otherwise dispose of the stand. In this case the exhibitor shall be liable to the exhibition management for the agreed stand rental and in addition for any further costs incurred. Claims for damages by the exhibitor are excluded in any case. Complaints about the location, type or size of the stand must be reported in writing to the exhibition management before the start of the exhibitor's own stand construction, at the latest on the day after the stipulated start of construction.

All materials used for construction must be flame-retardant.

16. Exhibitor pass

Every exhibitor receives exhibitor passes according to the rented space for the staff. For the first 10 sqm the exhibitor receives 2 exhibitor passes. As needed there are one more pass for every 10 sqm for free however not more than 10 passes. In case of misuse the exhibitor pass will be revoked without compensation.

17. Operation of the stand

The exhibitor is obliged to occupy the stand with the registered goods for the entire duration of the exhibition and, unless the stand is expressly rented out as a representation stand, to keep it manned by competent staff. The exhibition management shall ensure that the grounds, halls and aisles are cleaned. Cleaning of the stands is the responsibility of the exhibitor and must be carried out daily after the end of the exhibition. Normal waste must be disposed of in the rubbish bags provided. The exhibitor is required to avoid waste and to separate waste according to recyclable materials. Additional disposal materials will be charged according to the polluter-pays principle.

18. Stand disassembling

No stand may be vacated in whole or in part before the end of the exhibition. Exhibitors who fail to do so must pay a contractual penalty amounting to half the stand rent. The exhibition objects may not be removed after the end of the exhibition if the exhibition management has asserted its right of lien. This notification must be given to the stand owner's representatives present on the stand. If the exhibition objects are nevertheless removed, this shall be considered a breach of the lien. The exhibitor shall be liable for any damage to the floor, walls and materials provided on a rental or loan basis. The trade exhibition area shall be returned in the condition in which it was taken over, at the latest by the date set for the completion of dismantling. Any material, foundations, excavations and damage must be removed in good order and condition. Otherwise the exhibition management shall be entitled to have such work carried out at the exhibitor's expense. Further claims for damages remain unaffected.

Stands that have not been dismantled or exhibits that have not been removed after the date set for dismantling will be removed by the exhibition management at the exhibitor's expense and stored with the exhibition forwarding agent, excluding liability for loss and damage.

19. Connections

General lighting is at the expense of the organiser. If the exhibitor wishes to have connections, this must be stated at the time of registration. Installation and consumption are at the expense of the exhibitor.

In the case of loop lines, the costs shall be apportioned proportionately. All installations up to the stand connection may only be carried out by companies approved by the exhibition management. These companies receive all orders through the intermediary and with the approval of the exhibition management and issue invoices for installation and consumption directly in compliance with the standard rates announced by the exhibition management. Connections and equipment that do not comply with the relevant regulations – in particular those of the VDE (Association of German Electricians) and the local power supply company – or whose consumption is higher than reported, may be removed or put out of operation by the exhibition management at the exhibitor's expense.

The stand owner is liable for all damage caused by the use of connections that have not been reported and have not been carried out by the exhibition installers.

The exhibition management is not liable for interruptions or fluctuations in the supply of electricity, water/waste water, gas and compressed air.

20. Security

General surveillance of the grounds and halls if needed, is the responsibility of the organiser without liability for loss or damage. The exhibitor is responsible for the supervision and guarding of the stand. This also applies during the construction and dismantling periods. Special guards are only permitted with the approval of the exhibition management.

21. Liability

The organiser accepts no liability for damage to exhibition objects and stand equipment of for consequential damage. Insofar

as the organiser can be proven to be at fault, liability is limited to intent and gross negligence.

22. Insurance

It is recommended to the exhibitors to insure the exhibits and to expand the liability insurance on their costs.

23. Safety regulations/Technical rules

The exhibitor undertakes to comply with official requirements and fire protection measures/fire safety regulations. The use and storage of liquid fuels, in particular gas or similar, is prohibited in the halls. If the exhibitor violates this obligation, he shall be liable for all damage resulting therefrom. In this case the exhibition management is entitled to terminate the contract without notice, even before the start of the exhibition

24. House rules

The exhibition management shall exercise domiciliary rights on the exhibition grounds. It may issue house rules.

25. Forfeiture clause

Exhibitors' claims against the organiser which are not asserted in writing no later than two weeks after the end of the exhibition shall be forfeited.

26. Changes

Changes of the „Allgemeinen Messe- und Ausstellungsbedingungen“ have to be made in writing to be valid.

27. Place of performance and Place of jurisdiction

Place of performance and place of jurisdiction is the registered office of the organizer even if claims are asserted in court during proceedings.

*1 exhibitor = participant

*2 Messe = fair = exhibition = Ausstellung