

General Terms and Conditions of EMW Exhibition & Media Wehrstedt GmbH

1. Application

The stand shall be booked using the application form. The applicant is bound by his application for seven days after the closing date for applications given on the application form and not longer than six weeks prior to the opening of the exhibition if authorization has not been granted in the meantime.

If an application is received after the closing date for applications, the applicant shall be bound by it 14 days.

2. Acknowledgement

With this application, the applicant acknowledges these "General Terms and Conditions", the "Special Terms and Conditions for Exhibitions", applying to the particular exhibition, the "House Rules" and the "Technical Guidelines" of the respective exhibition venue as binding on himself and all persons employed by him at the exhibition.

3. Admission

The right to admit exhibitors and individual exhibits lies solely with the EMW GmbH. The Exhibition Management may consult an Exhibitors' Advisory Board or the Exhibition Committee where necessary. EMW GmbH is entitled to limit the number of registered exhibits and alter the amount of registered floor space where conceptionally necessary.

EMW GmbH may exclude individual exhibitors, and bidders from the exhibition for reasons of conceptual nature or due to lack of space. EMW GmbH may restrict exhibition admission to particular exhibitors, bidders or visitor groups, should this be required to serve the purpose of the exhibition. The exclusion of competing exhibitors may not be requested or confirmed.

The contract between the organizer and exhibitor is considered concluded upon receipt of the admission confirmation or invoice by the exhibitor.

Granted admission may be cancelled if the conditions required for such admission are not or no longer fulfilled.

EMW GmbH is entitled to terminate the contract immediately should the exhibitor remain in default despite two previous default notices. In such case 25% of the stand rent shall be charged to cover any resulting expenses.

Should justified complaints or objections be made in connection with exhibited merchandise or the business practice of a participating company, EMW GmbH is entitled and authorized to act in the interest of all concerned and remedy the problem accordingly.

Moreover, EMW GmbH has the right to cancel existing contracts for subsequent exhibitions due to the non-fulfillment of fundamental conditions laid down in the contract.

The exhibition of unregistered merchandise or merchandise that has not been admitted is prohibited.

4. Changes – Force majeure

Unforeseen events which make it impossible for the exhibition to be held as planned and for which EMW GmbH is not responsible entitle the latter to

a) Cancel the exhibition prior to its opening.

If cancellation takes place more than 6 weeks but not more than 3 months prior to the opening date, 25 % of the stand rent will be charged to cover costs. If cancellation takes place in the last 6 weeks prior to the opening date the contribution towards expenses shall be raised to 50 %. Furthermore, any expenses incurred at the exhibitor's request shall be paid as well. If the exhibition must be closed on account of force majeure or by an official order, stand rent and all the costs to be borne by the exhibitor are to be paid in full.

b) Postpone the date of the exhibition.

Exhibitors who can give proof that the exhibition will then coincide with another exhibition for which they already have a firm booking may be released from the contract.

c) Shorten the duration of the exhibition or break it off.

Exhibitors are not entitled to be released from the contract. Nor will any reduction in the stand rent be allowed.

In all cases EMW GmbH shall make decisions of so serious a nature in cooperation with the appointed committees or exhibitors' advisory boards and give notice of the same as early as possible. Claims for damages are barred for both parties in all cases.

5. Cancellation

Should EMW GmbH cancel the contract under exceptional circumstances after the exhibitor's application or admission has been confirmed, 25 % of the rent, in the last 8 weeks before the exhibition 50%, and in the last 4 weeks before the exhibition, 100% have to be paid as cancellation fee as well as any expenses incurred by the exhibitor out of existing orders upon request of the exhibitor. The registration fee is payable in full.

Application for rescission of the contract must be made in writing. It shall be deemed to be legally binding only if EMW GmbH also gives their consent thereto in writing. EMW GmbH may make such rescission depend on a subsequent rental to another exhibitor. Rental to a new exhibitor corresponds to a release from the contract for the original exhibitor, but the latter shall pay any difference between the actual and the original rent, plus any contributions payable pursuant to paragraph 1.

If the stand cannot be rented to any other exhibitor, EMW GmbH is entitled to move another exhibitor to the unoccupied stand or to fill the stand in some other manner. The original holder is not entitled to claim any reduction in the stand rent. Any costs incurred for decoration for the stand or filling the unoccupied stand shall be borne by the original holder.

6. Stand Assignment

Stands shall be assigned by EMW GmbH on the basis of the concept and theme of the exhibition. The date of receipt of the application is irrelevant. Special requests shall be taken into consideration where possible. The exhibitor shall be notified in writing/electronically of the location of the stand. As a rule, notification hereof is given after the admission confirmation and notification of hall and stand number. Complaints must be made in writing within 8 days of receipt of notification.

The exhibitor is obliged to accept a minimal reduction in assigned floor space, where this is required for technical reasons. The reduction may be a maximum of 10 cm in width and length respectively and does not constitute grounds for rent reduction. This does not apply for prefabricated stands or system stands that have been expressly registered as such.

A stand may only be relocated for mandatory reasons. EMW GmbH is obliged to offer the respective exhibitor an equivalent stand/equivalent floor space to the best of its ability. The exhibitor is entitled to cancel the contract without mutual indemnation within two days of receipt of notification hereof. Contract cancellation shall be made in writing. The above provision does not apply to stands that are moved a few metres in the same hall.

EMW GmbH reserves the right to alter the location of entrances, exits, emergency exits and passages where this is considered necessary. The Exhibition Management is obliged to notify exhibitors in writing of any alterations with respect to the location, size or type of the stand/floor space.

7. Subletting, co-exhibitors, assignment of a stand to a third party, sale on behalf of third parties

The exhibitor is not authorized to sublease or relinquish, in whole or in part, the assigned stand to a third party. Moreover, the exhibitor is not entitled to exchange the assigned stand or accept orders on behalf of other companies without the consent of EMW GmbH.

Authorized co-exhibitors have to be submitted to EMW GmbH. Unauthorized subleasing or transfer of the stand to a third party shall result in a surcharge of 50 % of the stand rent to be paid by the exhibitor, where EMW GmbH has not requested the subtenant to vacate the stand.

Order books are to contain the addresses of both supplier and stand tenant, except where the exhibitor is using his own order books. The order form must show which exhibitor and purchasing company concluded the purchase order.

8. Joint and several liability

If several exhibitors rent a stand together, each of them is jointly and severally liable.

In their application, they shall name an authorized representative and EMW GmbH needs only negotiate with the latter.

Notices to the authorized representative named in the application shall be deemed to be notices to the exhibitor or exhibitors (in the case of joint stands).

9. Rental fees and expenses

The rental fees for stands/floor space, and surcharges for corner, head and block stands are shown in the application form. The exhibitor shall be informed in advance, if the so requests, of the costs of supply systems to be installed at his request and of other subsidiary services, such as gas, water, electric power supplies etc.

10. Terms of Payment

a) Due date

Invoiced amounts shall be paid punctually, namely, by 6 weeks prior to the opening date, unless otherwise agreed to in writing or otherwise specified in the "Special Terms and Conditions for Exhibitions". Invoices issued later than 6 weeks prior to the opening date shall be due immediately in full.

b) Default

Upon default, interest shall be charged at a rate of 5 % above the discount rate determined by the Deutsche Bundesbank (German Federal Bank) as of due date. EMW GmbH has the right to dispose of stands whose exhibitors have not heeded repeated default reminders at its own discretion. Moreover EMW GmbH may refuse to issue exhibitor passes and refuse the exhibitor the use of the stand (see item 5).

c) Lien

A landlord lien covers EMW GmbH for all unfulfilled obligations and resulting expenses and applies to all exhibits brought to the exhibition. EMW GmbH is not liable for accidental damage or loss of goods covered by the lien and has the right to sell such goods upon written notification hereof. It is assumed that the exhibitor is the sole proprietor of the goods concerned.

11. Design and outfitting of the stand

The name and address of the exhibitor shall be displayed in an easily recognizable form on the stand for the duration of the exhibition. The exhibitor is responsible for outfitting his stand, within the scope of any instructions on the part of EMW GmbH with respect to a standardized form of construction. The guidelines issued by EMW GmbH should be adhered to for the sake of achieving a unified appearance.

If the exhibitor sets up his own stand, he may be required to submit drawings showing the dimensions to EMW GmbH for approval prior to commencing work. The use of pre-fabricated and module-system stands should be expressly stated in the application.

The name of the firms commissioned to execute the design and construction work on the stand shall be submitted to EMW GmbH. Stand boundaries may not be crossed under any circumstances. The prescribed height of the stand may not be exceeded without express written consent.

EMW GmbH is authorized to request the removal or alteration of exhibition stands whose installation has not been approved or does not conform to exhibition requirements.

Should the exhibitor fail to comply with this written request within 24 hours, EMW GmbH is entitled to remove or alter the stand at the exhibitor's expense. If it is necessary to close the stand for the same reason, the exhibitor is not entitled to claim reimbursement of the stand rent.

12. Advertising

In any form whatsoever, in particular the distribution of printed matter and the addressing of visitors, is permitted only within the stand.

The operation of loudspeaker systems, musical performances and film or slide projection of any kind whatsoever – even for advertising purposes – requires express approval, and notice thereof must be given well in advance. Demonstrations involving machines, acoustic equipment, projection equipment and fashions, even for advertising purposes, may be restricted or prohibited after permission has been granted, where such demonstrations are considered a disruption of the general order of the exhibition.

13. Construction

The exhibitor is obliged to complete the construction of the stand within the deadline specified in the exhibition brochure or in the „Special Terms and Conditions for Exhibitions“. If construction of the stand has not been commenced at noon the day before the opening of the exhibition, EMW GmbH has the right to dispose of the stand at his own discretion. Moreover, the exhibitor is liable to EMW GmbH for the agreed stand rental fee and any other incurred expenses. Under no circumstances is the exhibitor entitled to damage claims. Complaints concerning the location, size or type of the stand must be made in writing to EMW GmbH before stand construction has commenced and no later than one day after the specified commencement date.

All materials used for stand construction must be fireproof.

14. Passes

Each exhibitor shall be issued the following passes free of charge for the required stand and operating personnel:

Up to 12 sq. metres, 3 passes, and if needed, one other pass for each full 5 sq. metres of stand area in the hall or every 10 sq. metres outdoors.

If proof is given that this is necessary, up to half the number of passes issued free of charge will be issued additionally and charged for.

For the period of erection and dismantling, the Exhibition Management reserves the right to issue work passes. If improperly used, a pass will be withdrawn without indemnification.

15. Stand supervision

The exhibitor shall outfit his stand with the registered exhibits for the duration of the exhibition, and, unless the stand has been expressly rented purely for show purposes, he shall employ trained personnel to look after it.

EMW GmbH is responsible for keeping the exhibition premises, halls and passages clean.

The exhibitors are responsible for cleaning the stands and shall perform this work daily after the exhibition is closed.

Exhibitors are prescribed to avoid rubbish and to separate the litter. Additional costs for waste disposal are charged according to the polluter-pays principle.

16. Dismantling

No stand may be vacated, in whole or part, prior to the closing of the exhibition. Exhibitors who violate this provision shall be charged with a fine of 50 % of the stand rent.

Exhibits may not be removed after the conclusion of the exhibition, where EMW GmbH has asserted its lien right on these exhibits. Notification hereof shall be given to the representatives of the stand proprietor present at the stand during the exhibition. The removal of exhibits despite notification shall be considered a violation of the lien.

The exhibitor is liable for any damage to the floor, walls and materials leased or lent.

The exhibition floor space used by the exhibitor shall be left in its original condition no later than the deadline specified to completely vacate this area. Any mounted materials, foundations, excavated areas and resulting damage are to be completely removed and/or repaired. EMW GmbH is otherwise entitled to have this work carried out at the expense of the exhibitor. Further damage claims remain unaffected.

Stands that have not been dismantled or exhibits that have not been removed after the last day of break down are to be removed by EMW GmbH on the expense of the respective exhibitor and stored without liability for losses or damage.

17. Utilities

General illumination shall be provided at the expense of EMW GmbH. Insofar as connections are desired, this shall be stated in the application. Installation and consumption shall be at the exhibitor's expense.

In the case of ring cables, costs shall be shared on a pro-rata basis. All installation work up to the stand outlet may be performed only by firms approved by EMW GmbH. These firms will be commissioned to perform such work through EMW GmbH and with its approval, and they shall present their statements for installation and consumption directly to the exhibitors in compliance with the price guidelines issued by EMW GmbH.

Terminals and equipment that do not comply with the relevant regulations – in particular VDE regulations – or whose consumption is higher than reported, may be removed from the exhibition premises at the exhibitor's expense or put out of operation.

The stand tenant shall be liable for all damage caused by the operation of unregistered terminals, or by installations that have not been executed by the approved installation firms.

EMW GmbH is not liable for interruptions or fluctuations that may occur in the power, water, gas and air pressure supplies.

18. Security

The grounds and the halls generally shall be guarded by EMW GmbH without liability for losses or damage.

The exhibitor is solely responsible for supervising and guarding his stand. This also applies during assembly and disassembly periods.

Special guards may be employed only with the consent of EMW GmbH.

19. Liability

The organizer is not liable for damage to exhibits or stand equipment or any consequential damage.

Liability is limited to intentional damage and gross negligence, where proof that the damage has been incurred by EMW GmbH has been provided.

20. Insurance

Exhibitors are strongly advised to insure their exhibits accordingly and acquire liability insurance at their own expense.

21. Photographs, Drawings, Films

Professional photographs, drawings and films may only be made on the exhibition grounds by those companies or individuals who have received approval from EMW GmbH.

22. House rules

EMW GmbH is the legal occupant of the exhibition premises. It may issue house rules.

Exhibitors and their employees may enter the premises and the halls only one hour prior to the opening of the exhibition.

They must leave the halls and premises of the exhibition no later than one hour after closing time.

It is prohibited to remain on the premises over night.

23. Clause of forfeit

Exhibitors' claims against EMW GmbH that have not been submitted in writing at the latest within 2 weeks after termination of the exhibition are forfeited.

24. Amendments

Agreements that deviate from the „General Terms and Conditions for Exhibitions“ are only effective when confirmed in writing.

25. Place of performance and court of jurisdiction

The place of performance and the court of jurisdiction are at the domicile of EMW GmbH, even in cases where claims are pressed by way of summons.