

General Terms and Conditions for Exhibitions of the FAMA Fachverband Messen und Ausstellungen e. V. (Special Association for Fairs and Exhibitions)

1. General

The following provisions shall govern the legal relationship between the organiser of an exhibition and the respective exhibitor. They can be supplemented by „Special Terms and Conditions for Exhibitions“ and the “House Rules” valid for the respective exhibition. Any agreements deviating from the “General and Special Terms and Conditions for Exhibitions” shall require the written form to become legally effective.

With his application, the applicant acknowledges these “General Terms and Conditions of the FAMA, Fachverband Messen und Ausstellungen e. V.”, the “Special Terms and Conditions for Exhibitions” applying to the particular exhibition, and the “House Rules” as binding upon himself and all persons employed by him at the exhibition. Any General Terms and Conditions of the exhibitor that are conflicting with the above-mentioned conditions shall not become part of the contract, even if they are not expressly contradicted.

The organiser’s remuneration shall comprise all main and subsidiary services rendered by the organiser for the exhibitor for the purpose of holding the event and shall discharge these. The remuneration for the main services can be gathered from the application and the „Special Terms and Conditions for Exhibitions”. The exhibitor shall be informed in advance, if so requested, of the costs of supply systems to be installed at his request and of other subsidiary services, e. g. gas, water, electric power supplies. The trade association contribution shall be calculated net per rented square metre and shown separately on the invoice.

2. Application

The application for participation in the event shall be made using the validly signed application form. In case application is made using an on-line form, this form shall also be valid without signature by sending it to the organiser.

No conditions or reservations imposed by the exhibitor on the application form, for instance regarding the exact position of the exhibition stand or the exclusiveness within a product group, shall be permitted and these shall be considered irrelevant for the conclusion of the contract. They shall only develop legal effectiveness if they are confirmed in writing by the organiser before or at the time of contract conclusion.

The application shall constitute an offer of the exhibitor to which the exhibitor shall remain bound up to 8 days after the deadline specified in the „Special Terms and Conditions for Exhibitions”, but at the most up to 6 weeks prior to the opening date of the exhibition, unless admission has been granted in the meantime. If an application is received later or after the closing date for applications, the exhibitor shall be bound for a fortnight.

3. Admission / contract conclusion

The contract between the organiser and the exhibitor (contract of participation) shall be concluded with receipt of the confirmation of admission or the invoice at the exhibitor’s either per letter, fax or per electronic transmission. The right to admit exhibitors and individual exhibits is incumbent solely on the organiser if necessary with the assistance of an exhibition advisory board or the exhibition committee. The organiser shall be entitled to limit the number of registered exhibits and to alter the amount of registered floor space if conceptually necessary. A change to the floor space may in particular be made to reach the specified minimum dimensions of the stand and apart from that shall have to give due consideration to the exhibitor’s interests. The organiser may exclude individual exhibitors from the exhibition for legitimate reasons, such as lack of space. The organiser may restrict exhibition admission to particular exhibitor, supplier 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.

Ordinary termination of the contract of participation shall be excluded; the right to extraordinary termination shall remain unaffected by this. The organiser shall in particular be entitled to termination of the contract of participation without notice for cause if the conditions for admission of the exhibitor subsequently cease to exist or are no longer met, as well as if despite two reminders, the exhibitor is in default of payment. In case of an extraordinary termination for which the exhibitor is responsible, he shall be obliged to pay a fee amounting to 25 % of the remuneration to cover any costs already incurred.

A release from the contract at the exhibitor’s request is possible (see paragraph 5). However, the organiser shall not be obligated to grant the request.

If any justified objections or complaints in respect of the goods offered or the exhibitor’s work approach arise, the organiser shall in the general interest be entitled and authorised to immediately take appropriate rectifying action. In such a case, the organiser can cancel existing contracts for subsequent exhibitions, because essential requirements on which these contracts are based are no longer given.

It is not permissible to exhibit second-hand goods or goods that have not been registered or approved.

4. Changes — Force majeure

Unforeseen events rendering the planned realisation of the exhibition impossible and for which the organiser 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 remuneration 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, the agreed remuneration 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 prove that the exhibition will then coincide with another exhibition for which the exhibitors already have a firm booking may be released from the contract in accordance with paragraph 5.

c) Shorten the duration of the exhibition. Exhibitors are not entitled to be released from the contract. Nor will any reduction of the remuneration be allowed.

In all cases, the organiser shall make decisions of such serious nature in cooperation with the appointed committees or exhibition advisory boards and shall give notice as early as possible. Claims for damages shall be barred for both parties in all cases.

5. Release from the contract

Should the organiser exceptionally permit a release from the contract after binding registration or admission, 25% of the remuneration shall be charged as reimbursement of costs as well as any expenses incurred out of existing orders upon the request of the exhibitor. In this case, the exhibitor is expressly granted the right to prove that no or lesser damage has been caused to the organiser.

Application for release from the contract must be made in writing. It shall be deemed to be legally binding only if the organiser also gives his consent in writing. The organiser may make such release dependent on whether the allocated floor space can subsequently be put to other uses. Re-allocation of the floor space to another exhibitor then corresponds to a release from the contract for the original exhibitor, but the latter shall have to pay the difference between the effective remuneration and the remuneration actually achieved, plus any fees payable pursuant to paragraph 1.

If the floor space cannot be put to other uses, the organiser shall in the interest of the overall appearance of the event be entitled to move another exhibitor to the unoccupied stand or to fill the stand in some other manner. In this case, the released exhibitor shall not be entitled to claim any reduction in remuneration. Any costs incurred for decoration or for filling the unoccupied stand shall be borne by the released exhibitor.

6. Stand assignment

Stands shall be assigned by the organiser on the basis of aspects arising from the concept and theme of the exhibition. The date of receipt of the application shall be irrelevant. Special requests shall be taken into consideration where possible, but there is no legal obligation to do so. The exhibitor shall be notified in writing of the location of the stand. As a rule, notification hereof is given in connection with the admission

confirmation and hall and stand number. Complaints must be made in writing within 8 days of receipt of notification of the stand assignment. The exhibitor shall be 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 entitle to a reduction of the remuneration. This does not apply for prefabricated stands or system stands that have been expressly registered as such. A stand may only be relocated for compelling reasons. The organiser shall be obliged to offer the respective exhibitor an as far as possible equivalent stand/floor space. In this case, the exhibitor shall be entitled to cancel the contract without mutual indemnification within two days after notification. The withdrawal shall be made in writing. The above provision does not apply to stands that are moved a few metres in the same hall. The organiser reserves the right to alter the location of entrances, exits, emergency exits and passages. The organiser shall be obliged to immediately notify exhibitors in writing of any alterations referring to the location, size or type of stand.

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

The exhibitor shall not be entitled to leave the stand assigned to him to third parties in whole or in part free or in return for payment or to swap it with another exhibitor without the organiser’s written approval. The exhibitor shall act in his own name vis-à-vis visitors and shall not be entitled to accept orders on behalf of other companies.

Admission of a co-exhibitor shall only be permitted if this has been approved by the organiser in writing. The co-exhibitors shall have to designate a joint representative in their application. Any notices and explanations of the organiser to the designated representative shall be deemed to have been given to and received by all co-exhibitors. In case of the admission of co-exhibitors, all co-exhibitors shall be jointly and severally liable for the organiser’s remuneration.

When orders from visitors are accepted, the order confirmation must contain the full contact details of the suppliers and of the exhibitor.

8. Terms of payment

50% of the remuneration to be paid to the organiser shall be paid within 30 days of invoice date, the remainder by 6 weeks prior to the opening date, unless otherwise agreed 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. After the due date, the organiser shall be entitled to charge default interest. This interest shall be based on the legal provisions of § 288 BGB (German Civil Code) and currently amounts to nine percentage points above the basic interest rate per year. The organiser reserves the right to provide evidence of higher damages caused by default. Following futile reminders, the organiser may at his own discretion and subsequent to corresponding notice dispose otherwise of stands that are not

paid in full. In this case, he may refuse the exhibitor the use of the stand and the issue of exhibitor passes.

The organiser holds a lessor lien in the exhibits brought to the exhibition for all unfulfilled obligations and resulting expenses. The organiser shall not be liable for accidental damage or loss of the pawned goods and has the right to sell such goods in the open market upon written notification thereof. It is assumed that the exhibitor is the sole proprietor of the goods brought to the exhibition.

9. Design and outfitting of the stands

For the entire duration of the exhibition, the name and address of the exhibitor shall be displayed at the stand in an easily recognizable form. The exhibitor shall be responsible for outfitting his stand within the scope of any instructions on the part of the organiser with regard to a standardised form of construction. The guidelines issued by the organiser must be heeded to ensure a good overall appearance. If the exhibitor sets up his own stand, he may be requested to submit to the organiser true-to-size drawings for approval prior to commencing work. The use of pre-fabricated and system stands shall be expressly stated in the application. The name of the firms commissioned to execute the design and construction work shall be submitted to the organiser. Stand boundaries may not be exceeded under any circumstances. Exceeding the prescribed installation height requires the express approval of the organiser. The organiser is authorized to request the removal or alteration of exhibition stands, the installation of which has not been approved or does not conform to exhibition requirements. Should the exhibitor fail to comply with this written request within 24 hours, the organiser shall be 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 shall not be entitled to claim reimbursement of the remuneration.

10. Advertising

Advertising in any form whatsoever, particularly the distribution of printed advertising material and the addressing of visitors are permitted only within the stand. The use of loudspeaker systems, musical performances or film or slide projection and any kind of audio-visual media - even for advertising purposes - requires express approval by the organiser, and notice must be given well in advance. Demonstrations involving machines, acoustic equipment, projection equipment and modems, even for advertising purposes, may be restricted or prohibited even after permission has been granted if such demonstrations are considered a disruption of the general order of the exhibition. If the organiser operates a loudspeaker system, he reserves the right to make announcements.

11. Construction

The exhibitor shall be obliged to complete construction of the stand within the deadlines specified in the "Special Terms and Conditions for exhibitions". If construction has not been commenced at noon the day before the opening of the exhibition, the organiser has the right to dispose of the stand at his own discretion. The exhibitor shall be liable to the organiser for the agreed remuneration and in addition for any other expenses incurred. Under no circumstances shall the exhibitor be entitled to claims for damages. Complaints concerning the location, size or type of stand must be made in writing to the organiser before stand construction commences and no later than one day after the specified date of construction commencement. All materials used for construction must be flame resistant.

12. Stand operation

The exhibitor shall be obliged to outfit his stand with the registered exhibits for the duration of the exhibition, and, unless the stand has been expressly rented purely for representation purposes, the stand must be kept staffed by trained personnel at all times. The exhibitor shall be responsible for cleaning his stand and shall perform this work daily after the exhibition is closed. The organiser shall be responsible for cleaning the other parts of the premises, other parts of the halls and passages. The exhibitor shall be required to avoid and separate waste according to recyclable materials. Additional costs for sewage and refuse disposal shall be charged according to the "polluter-pays-principle".

All exhibitors shall be required to show due consideration vis-à-vis the organiser and the visitors during the course of the exhibition and during construction and dismantling of the former. The organiser shall be entitled to stipulate exact regulations in the "Special Terms and Conditions for exhibitions" and the "House Rules" to ensure mutual consideration is shown and to take adequate action to the point of extraordinary termination of the contract of participation, if - after prior written warning - an exhibitor persistently keeps on contravening against the instruction to show due consideration.

13. Dismantling

No stand may be vacated, in whole or part, prior to the closing of the exhibition. Exhibitors violating this provision shall be charged with a fine of 50% of the net remuneration. Further damage claims shall remain unaffected by this.

Exhibits may not be removed after termination of the exhibition if the exhibition management has asserted its lessor lien. The removal of exhibits despite notification shall be considered a violation of the lessor lien.

The exhibitor shall be liable for any damage to the floor, walls and materials made available to the exhibitor. The exhibition floor space used by the exhibitor shall be left in its original condition not 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.

Otherwise the organiser shall be entitled to have this work carried out at the expense of the exhibitor.

Exhibition stands that are not dismantled by the specified deadline or exhibits left behind shall be removed at the expense of the exhibitor and shall be stored at the exhibition forwarding agent with no liability for loss or damage.

14. Utilities

General illumination shall be provided at the organiser's expense. If the exhibitor desires any connections, 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 only be performed by firms approved by the organiser. These firms shall be commissioned to perform such work through the organiser's procurement and with his approval, and they shall present their statements for installation and consumption directly to the exhibitors in compliance with the price guidelines issued by the organiser.

Terminals and equipment that do not comply with the relevant regulations - in particular VDE regulations and regulations of the local public utilities - or the consumption of which is higher than reported, may be removed from the exhibition premises by the organiser at the exhibitor's expense or put out of order. The exhibitor shall be liable for any damage caused by the use of unregistered connections, or by installations that have not been executed by the installation firms approved by the organiser. The organiser shall not be liable for interruptions or fluctuations that may occur in the power, water, gas and air pressure supplies.

15. Security

The grounds and the halls shall be generally guarded by the organiser without liability for losses or damage. The exhibitor himself shall be responsible for supervising and guarding his stand, also during construction and dismantling periods. Special guards may be employed only with the organiser's consent.

16. Liability

The organiser, his employees and assistants shall not be liable for any damage resulting from slightly negligent violations of duty. This shall not apply to damage resulting from injury of life, body or health or violation of guarantees and shall also not apply to claims according to the Product Liability Act. In addition, the liability for the violation of duties, the performance of which facilitates the due performance of the contract in the first place and on the observance of which the exhibitor may regularly rely on (cardinal duty), shall remain unaffected. In the cases covered by this paragraph, the organiser shall be liable in accordance with the statutory provisions.

In case of violation of a cardinal duty, the organiser's liability shall be limited to the typically foreseeable damage with the exclusion of any liability for consequential damage.

17. Insurance

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

18. Photographs, drawings, films

Professional photographs, drawings and films on the exhibition grounds may only be made by authorised companies or individuals.

19. Domiciliary rights

The organiser exercises the sole domiciliary rights on the exhibition premises for the duration of the event and can decree "House Rules". Exhibitors and their employees may enter the premises and the halls only one hour prior to the opening of the exhibition. They have to leave the exhibition halls and premises at the latest one hour after closing time. It is prohibited to remain on the premises overnight.

20. Statute of limitations

Exhibitors' claims against the organiser shall become time-barred within a period of one year, starting with the end of the month during which the last day of the exhibition was held.

Any claims of the exhibitors against the organiser shall have to be asserted in writing within a cut-off period of six months, starting with the end of the month during which the last day of the exhibition was held.

The regulations of the above two paragraphs shall not apply if the organiser, his employees or assistants can be charged with wilful intent or grossly negligent behaviour, or if the organiser's liability is based on the statutory provisions in accordance with paragraph 16.

21. Place of Performance and Court of Jurisdiction

The place of performance and the court of jurisdiction are at the domicile of the organiser, even in cases where claims are asserted by way of summons, unless otherwise provided in the "Special Terms and Conditions for Exhibitions".

Reprints of this publication or any parts thereof are not permitted.

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