



General Terms Of Participation



1. Basis and supplementary stipulations

1.1 These General Terms of Participation apply to all events, trade fairs / exhibitions (below referred to as fairs / exhibitions) at the Trade Fair site or at Congress Center Hamburg (CCH) and the surrounding open-air spaces (forecourts, etc.) and car parks.

1.2 The organiser is:
Hamburg Messe und Congress GmbH
PO Box 30 24 80
20308 Hamburg, Germany
Address:
Messeplatz 1
20357 Hamburg, Germany
– below referred to as HMC –

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VAT ID No.: DE811214125
Phone: +49 (0) 40 35 69 - 0
Fax: +49 (0) 40 35 69 - 22 03
Internet: <http://www.hamburg-messe.de>
E-mail: info@hamburg-messe.de

1.3 These General Terms of Participation govern the contractual relationship between HMC and the respective exhibitor. They apply in addition to the Specific Terms of Participation and the Technical Regulations as well as the House Rules. The provisions of the Specific Terms of Participation take precedence over these General Terms of Participation. No terms of conditions of exhibitors which contradict the above-mentioned provisions shall be incorporated herein, whether they have been excluded expressly or not.

2. Registration

2.1 Acceptance for participation in an event as an Exhibitor is subject to valid and timely registration. Registration occurs digitally (online) at www.hamburg-messe.de by electronic submission of the registration form.

2.2 Online registration does not establish a right to acceptance, or to a specific size and position of the exhibition space. Any conditions or reservations submitted along with registration will be disregarded. No request for exclusion of competitors will be granted.
Online registration is a contract offer extended by the Exhibitor which becomes valid only if accepted by HMC. Any registration is binding on the Exhibitor from the time of its submission until notification of acceptance or non-acceptance, notwithstanding Article 8.1. If a registration is withdrawn prior to acceptance, HMC may charge a processing fee subject to the Specific Terms of Participation.

2.3 By registering, Exhibitors acknowledge all stipulations contained in Article 1.3. Exhibitors shall correspondingly inform and instruct all persons employed by it at the event, any co-exhibitors they register or any other companies they represent, and any other vicarious agents.

2.4 If companies exhibit through their general or country representatives, submission of registration simultaneously constitutes a declaration that the

general or country representative submitting the registration is entitled to rent a stand on behalf of the company and to advertise for its products or services.

2.5 HMC (or any third-party providers it may contract) will process the Exhibitor's personally identifiable data for the purposes of implementing the contract. Furthermore HMC may use the personal information for customer support, and in particular, to keep the Exhibitor informed by e-mail about the events the Exhibitor is visiting. All this is done in strict adherence to applicable current privacy protection laws.

The Exhibitor has the right to access, rectify, erase and/or block her/his personally identifiable data.

In the event that an Exhibitor would like us to erase the Exhibitor's personal data stored by us, HMC will immediately proceed as instructed unless HMC is subject to legal documentation or record-keeping obligations that prevent such erasure.

You may at any time object to the processing of your data for the purposes indicated above, or revoke your consent to such processing (datenschutz@hamburg-messe.de) without incurring any costs other than the transmission costs in accordance with the prime rates.

Further information on privacy protection is available at <http://hamburg-messe.de/datenschutz>.

The same link may be used to contact HMC's Data Protection Officer.

3. Acceptance, placement

3.1 Manufacturers and companies may be accepted as Exhibitors provided that the products and services they intend to exhibit are in accordance with the product sections of the fair/exhibition; the same shall apply to trade publishers with appropriate content focus. Other companies may be accepted by HMC for participation provided that their exhibits constitute an essential complement to the range of products and services exhibited.

3.2 The Exhibitor agrees to submit to HMC all necessary information on its company and the products to be exhibited.

The Exhibitor declares that the exhibits announced by it are within its unrestricted power of disposition and that it has obtained all official approvals or permits required for their operation or sale.

3.3 The contract between HMC and the Exhibitor shall be brought about upon acceptance. Acceptance shall be subject to the decision of HMC following due consideration, taking account of the purpose of the event and the capacity available. There is no further legal entitlement to acceptance.

HMC may rescind the contract and claim damages if acceptance was granted on the basis of false conditions or assertions, or if the conditions for acceptance subsequently cease to exist, or if the Exhibitor is in arrears with payments at the time of its declaration of rescission.

3.4 HMC is entitled to impose a restriction on the exhibition objects announced. Acceptance applies exclusively to the exhibition objects as announced,

- the exhibitors and the space as specified in the acceptance record. Exhibiting any other objects beyond those announced and accepted is prohibited.
- 3.5 If the Exhibitor has requested a specific space in its registration, and if that space can be allocated to the Exhibitor, the Exhibitor will receive the corresponding acceptance in due time before the beginning of the fair/exhibition.
- 3.6 If the Exhibitor has not requested a specific space, HMC will submit a placement proposal to the Exhibitor. The Exhibitor may object to HMC's placement proposal in writing (e.g. by post, fax, e-mail) within the time period indicated in HMC's notification.
In the absence of the Exhibitor's objection, the placement offered will be deemed to have been accepted. The Exhibitor will then receive a written acceptance statement based on the placement proposal.
When sending the placement proposal, HMC will expressly point out to the Exhibitor that its non-objection to the placement proposal will be interpreted as consent.
- 3.7 In the exceptional event that the contents of the acceptance is not consistent with the placement request in terms of size, dimensions or type, the contract will nevertheless take effect upon acceptance unless the Exhibitor objects immediately upon acceptance, but no later than seven days thereafter. The same shall apply if the event must be postponed or relocated. In this case, HMC will submit an appropriate change notification instead of the acceptance notification.
- 4. Unauthorised transfer of space; co-exhibitors**
- 4.1 Swapping the allocated exhibition space with other exhibitors or transferring or subletting the space to third parties, whether entirely or in part, without HMC's prior consent is prohibited.
In case of non-compliance, HMC is entitled to terminate the contract for good cause pursuant to Art. 20 below, with immediate effect. If several Exhibitors rent a stand space jointly, each one of them shall be liable jointly and severally.
- 4.2 The Exhibitor may take on co-exhibitors and/or co-represented companies, subject to HMC's prior consent. Co-exhibitors are companies which are represented within the stand by their own staff, in addition to the registered Exhibitor. They are considered as co-exhibitors regardless of whether they maintain close business or organisational ties with the Exhibitor.
Co-represented companies are companies whose products are exhibited in addition to those of the registered Exhibitor but without any staff of their own. All companies must be indicated by the Exhibitor when submitting its registration. Companies not specified when submitting the registration will not be permitted to exhibit at the Exhibitor's stand.
- 4.3 A registration fee will be charged for each participating co-exhibitor (refer to Specific Terms of Participation). This fee will include the participation charge plus statutory VAT.
- 4.4 Co-exhibitors will be included in the trade fair media provided by HMC (refer to Art. 14.1) and may place advertisements in the product index of exhibits.
- 4.5 In all cases the main exhibitor admitted to the event shall be liable for the co-exhibitors' and co-represented companies' compliance with the Exhibitor's obligations.
- 5. Charges; service fees**
- 5.1 The participation fee is calculated from the net prices set out on the registration form, at the rate per square metre multiplied by the number of square metres of the stand space (without deduction for any pillars or other existing installations within the space). The minimum size of a stand space is indicated in the Specific Terms of Participation. Each partial square metre of stand space is charged as a full square metre, and the stand space is charged based on the full rectangular surface area provided regardless of the actual shape of the stand.
- 5.2 An additional fee of €0.60 net per square metre is charged for AUMA, the Association of the German Trade Fair Industry (Ausstellungs- und Messeausschuss der Deutschen Wirtschaft e.V., Littenstrasse 9, 10179 Berlin).
- 5.3 Apart from the charges listed above, a service charge (refer to Specific Terms of Participation) on a lump-sum basis may be invoiced as a down-payment for expected collateral costs (e.g. technical service, advertising materials).
- 5.4 All fees and service charges are net prices subject to Value Added Tax (VAT) at the statutory rate applicable at the time of the fair/exhibition.
- 6. Terms and conditions of payment**
- 6.1 Unless arranged otherwise, the fees and service charges are due and payable immediately upon receipt of the invoice (whether in electronic form or otherwise). Payment deadlines must be met. Objections to invoices will be processed only if raised in writing within 14 days of receipt of invoice.
Timely and complete payment of the participation fee is a precondition for use of the fair/exhibition space, for entry in the event publications provided by HMC, and for provision of exhibitor passes. Any deviation from this provision shall not constitute consent to delayed payment.
The final invoice for supplementary charges (e.g. technical service, advertising materials) will be submitted to the registered party / Exhibitor after the end of the fair/exhibition, taking due account of the lump-sum amounts paid in advance. The final invoice is payable immediately on receipt.
- 6.2 All invoiced amounts must be paid in euros by cashless transfer without deductions and free of charges, stating both the customer and invoice number, to one of the bank accounts listed on the invoice.

- In the event of a delay in payment, HMC may charge interest in the amount of nine percentage points above the base rate in effect at the given time.
HMC reserves the right to claim statutory maturity interest (German Commercial Code (HGB, Section 353) and additional compensation for damage caused by default, and HMC may exercise any other rights arising from these General Terms of Participation. If applicable the Exhibitor may submit proof to HMC that HMC did not suffer any damage beyond the amount of the statutory maturity interest rate as a consequence of the Participant's default.
- 6.3 If the Exhibitor fails to fulfil its payment obligations in due time, HMC reserves the right, after setting a reasonable grace period in consideration of the given circumstances and the remaining time, to rescind the contract for good cause pursuant to Art. 20 with immediate effect.
- 6.4 If an Exhibitor fails to meet its payment obligations, HMC may exercise its lessor's lien and retain exhibition objects and the stand structures and installations and, having given due notice, have them publicly auctioned at the Exhibitor's expense or sell them on the open market, provided that they have a stock exchange or market value.
- 6.5 HMC reserves the right to transfer its claims against the Exhibitor – following unsuccessful payment reminder – to its collection agent for collection. Collection of the claim by the collection agent will occur electronically. An Exhibitor may express its disagreement with this procedure by sending an objection notice to receivables@hamburgmesse.de.
- 7. Stand design; assembly and disassembly**
- 7.1 All stand and other fair / exhibition areas are measured and marked by HMC (cf. Art. 5.7.2 of the Technical Regulations); in case of doubt, HMC has the authority to set the dimensions (German Civil Code (BGB), Sec. 315).
- 7.2 The Exhibitor is required to set up a fair/exhibition stand on the space allocated to it.
The stand shall be recognisably occupied not later than 24 hours before the start of the fair/exhibition. If the stand is not occupied in due time by the Exhibitor, HMC may terminate the contract for good cause pursuant to Art. 20 with immediate effect.
- 7.3 The special conditions for two-storey exhibition and fair stands as specified in the Technical Regulations are expressly included herein. If the design and/or equipment of a stand does not comply with the applicable regulations, HMC may instruct the Exhibitor to modify the stand appropriately or remove it. The resulting costs shall be borne by the Exhibitor.
If the Exhibitor fails to comply with HMC's instruction without delay, HMC is entitled to have the required change implemented at the Exhibitor's expense or to terminate the contract for good cause pursuant to Art. 20 with immediate effect.
- 7.4 The assembly work must be completed not later than the end of the set-up period indicated in the Specific Terms of Participation.
- 7.5 Exhibition objects, stand equipment and/or other objects which were not specified in the registration document or have an unreasonably compromising impact on fair/exhibition operations due to their appearance, smell, lack of cleanliness, noise or other characteristics, or which are found to be unsuitable for other reasons must be removed immediately at HMC's request. If the Exhibitor fails to comply with this request immediately, HMC may have the unsuitable objects removed at the Exhibitor's expense and terminate the contract for good cause pursuant to Art. 20 with immediate effect.
- 7.6 Storing, demonstrating or selling items classified as hazardous or posing a general hazard to persons or other objects are subject to prior approval by HMC; a request for approval must be submitted along with the registration.
- 7.7 The Exhibitor is prohibited from removing exhibition objects from the stand or to beginning stand disassembly before the beginning of the disassembly times indicated in the Specific Terms of Participation. In the event of a violation of this provision, HMC is entitled to impose a contractual penalty of up to €1,000 per day.
- 7.8 The Exhibitor is solely responsible for vacating the stand space in a timely fashion. All of HMC's responsibilities and after the end of the disassembly period as indicated in the Specific Terms of Participation. HMC cannot be held liable for any items left behind on the fair/exhibition campus, including items sold to third parties during the fair/exhibition. HMC may charge a reasonable storage fee for any items not dismantled and removed in due time; HMC may also have such items removed and taken into storage by a suitable company immediately at the expense and risk of the Exhibitor, or have them disposed of.
- 7.9 HMC reserves the right to change the stipulated assembly and disassembly times provided it has a legitimate interest in so doing because of special circumstances; exhibitors may not claim any damages in this case.
- 8. Rescission and cancellation**
- 8.1 If the exhibitor declares its withdrawal from occupying the allocated stand space after being accepted to the fair/exhibition for reasons other than compelling legal or contractually stipulated reasons, HMC may reassign the allocated space. In the absence of a compelling legal or contractual right of rescission, the Exhibitor's obligation to pay the contractual fees remains unaffected. In this case, HMC is only required to offset any expenditures saved and any financial benefits arising from utilising the stand area otherwise. The Exhibitor's obligation to pay the agreed fees remains unchanged in the event that HMC, to avoid the impression of a gap between stands, assigns the stand area to a third party which would otherwise have been placed in another stand area, or if HMC

- covers the stand area in a manner which avoids it being perceived as an unoccupied stand area.
- 8.2 In the event that HMC manages to let the stand area to an exhibitor to whom HMC would have otherwise been unable to allocate another stand area, HMC will withhold a flat compensation for expenses from the withdrawing Exhibitor amounting to the higher of 25% of the participation fee or EUR 400.00. HMC's right to charge a higher compensation amount for expenses remains unaffected. The Exhibitor may request a reduction of the flat compensation amount for expenses provided the Exhibitor can provide proof that the actual expenses incurred by HMC were lower.
- 9. Safety and service (OSC)**
- 9.1 Escape and rescue routes as well as fire extinguishing equipment must be kept clear and fully accessible at all times. Certain areas of both, the CCH and the exhibition campus are video-monitored for reasons of security. These areas are marked appropriately.
- 9.2 The Exhibitor must comply with applicable noise abatement regulations. In the event of a violation, HMC reserves the right to interrupt the event. Any resulting claims for damages will be raised against the Exhibitor.
- 9.3 The Exhibitor is obliged to ensure safe use of the spaces let to him for the term of the contract.
- 9.4 Suspension of items from ceilings and the provision of attachment points may only be carried out by HMC. The same applies to modifications of suspended items. HMC will hire specialised companies as service partners for these purposes. When suspending items from the attachment points provided, compliance with all applicable regulations according to the state of the art is mandatory. The cost of making suspension arrangements shall be borne by the Exhibitor.
- 9.5 Utility lines for electricity, water / waste water, fume extraction and compressed air, as well as all connections to the HMC sprinkler system, must be ordered from HMC. Utility installations are carried out according to the Technical Regulations at the expense of the Exhibitor placing the order. Consumption will be metered by HMC and invoiced to the Exhibitor under the terms set out in the respective price list or in a separate agreement.
- 9.6 Telecommunication connections (including internet access and Wi-Fi) are to be ordered from HMC and will be charged according to the HMC terms applicable to the respective event. With the approval of HMC, the Exhibitor may set up a Wi-Fi network in its own space and notify the OSC accordingly. The General Terms of Business for Internet Access apply. These can be reviewed at www.hamburg-messe.de and www.cch.de.
- 9.7 Stand security surveillance may only be carried out by HMC. HMC will hire specialised companies as service partners for these purposes. The same applies to cleaning of toilets/washroom facilities, corridors and transit spaces, and for conference and meeting rooms.
- 9.8 Requests for technical facilities will only be considered if submitted in due time using the forms provided by HMC.
- 9.9 In general, HMC provides Exhibitors and their co-exhibitors, if applicable, with a wide range of services associated with the fair/exhibition. These services are provided either by HMC itself or by service partners engaged by HMC. The details may be found in the HMC service folder which HMC will send on request. Orders for services for participation in a trade fair may be placed through the Online Service Center (OSC). In this case, the General Terms and Conditions for Services (AGB SL) apply, which are available at www.hamburg-messe.de. Following acceptance the Exhibitor will receive its personal access data for the OSC. HMC is cannot be held liable for any damage incurred due to abuse of access data.
- 10. Trade fair forwarding agent**
HMC cooperates with an officially approved exhibition forwarding agent. For postal shipments the Hall and Stand Number must be indicated along with the address in all cases.
- 11. Sales stipulations**
- 11.1 Cash sales or other paid services or deliveries from the stand are nor permissible during trade fairs. Special exceptions may be made for exhibitor but require a prior written request and approval. Exhibition products may not be delivered to customers until after the end of the exhibition.
- 11.2 To the extent that an exceptional permission is granted to sell goods for consumption on site, an additional permission must be requested from the responsible authority of the City of Hamburg (Bezirksamt Hamburg-Mitte, Wirtschafts- und Ordnungsamt) pursuant to Section 12 of the Food Service Regulations (Gaststättengesetz).
The provision of free food samples is not subject to approval under trade regulations. The Exhibitor is required to obtain approval from the Food Health Authority (Gesundheitspolizei). As a general rule, the sale or provision of beverages in bottles or similar containers is prohibited.
- 11.3 The Exhibitor agrees to comply with the applicable legal regulations as amended (e.g. German hospitality act [Gaststättengesetz], Trade, Commerce and Industry Regulation Act [Gewerbeordnung], hygiene regulations, Foodstuffs and Commodities Act [Lebensmittel- und Bedarfsgegenstandsgesetz], beverage dispensing equipment regulation (Verordnung über Getränkeanlagen)).
The Exhibitor further agrees to comply with the provisions of the Legislation on Protection of Young People with respect to the provision/sale of alcohol.
As a general rule, Exhibitors are required to refrain from unfair competition practices vis-à-vis competitors and local companies.

- 11.4 The rights under the Catering Law (Gastronomie-recht) rests with HMC.
- 12. Hall supervision, cleaning, waste disposal**
- 12.1 HMC recommends to lock away valuable objects which are easy to remove. HMC provides general surveillance of the trade fair site outside of the opening hours of the fair / exhibition only. It does not provide services for safe-keeping, storage or other such arrangements to protect the interests of Exhibitors.
- 12.2 HMC provides general cleaning of the site and the hall aisles. Cleaning the stand / stand space is up to the Exhibitor; daily cleaning must be finished before the exhibition opens. To the extent that the Exhibitor wishes to use a contractor for stand cleaning, the Exhibitor must use the cleaning company specified by HMC.
- 12.3 The Exhibitor agrees to avoid waste where possible, and to adhere to the existing waste disposal concepts of HMC. All objects, structures and decorations brought in by the Exhibitor or by third parties on the Exhibitor's behalf must be removed completely by the Exhibitor by the time the agreed period of stand space use ends, and the original condition of the space must be restored. Following the disassembly period, any remaining objects, structures and decorations may be removed by HMC at the Exhibitor's expense. The Exhibitor must ensure that no waste is left behind at the HMC site. Any remaining waste must be disposed of by the Exhibitor completely and properly. Otherwise HMC is entitled to have the waste removed at the Exhibitor's expense and to invoice the Contractor accordingly. The costs are determined based on the OSC Terms and Conditions for waste disposal.
- 12.4 Any modifications at the HMC site, the placement of heavy or large objects and the attachment of decorations, signs and posters are subject to charges and require HMC's prior review and written consent. When requesting HMC's consent, the Exhibitor must submit clearance certificates issued by the responsible authorities. This applies in particular to any fixed signs, posters, advertising materials and signposts on the premises and to any required compensation measures when deactivating the smoke extraction system. These measures may be taken exclusively by service providers authorised for this purpose by HMC. It is not permitted to stick or nail anything onto the facades, internal or external walls, or any parts thereof.
- 13. Demonstrations and advertising**
- 13.1 All types of demonstration require HMC's approval (for audio presentations please refer to the order forms).
Notwithstanding any approval already granted, HMC is entitled to restrict or prohibit demonstrations which cause or could cause noise, dirt, dust, smells or exhaust fumes or otherwise result in impairment of third parties.
- 13.2 Advertising for products or companies not specified in the acceptance document at the stand is prohibited.
- 13.3 Political advertising and/or political announcements are prohibited unless such appropriate for the context of the respective fair/exhibition. HMC is entitled to demand discontinuation and/or removal of any political statements or advertisements which are liable to disturb the peaceful conduct of the event or public order.
Non-compliance with HMC's instruction gives HMC the right to terminate the contract for good cause with immediate effect pursuant to Art. 20.
- 13.4 HMC is entitled to remove or have removed advertising of any kind that has been positioned without its permission, without invoking the help of judicial or police services. The cost of removal of unauthorised advertising shall be borne by the Exhibitor. Any permits previously granted may be restricted or revoked to maintain orderly execution of the exhibition.
- 13.5 Timely registration and payment of fees for performance or reproduction of works protected by intellectual property rights with the German performing rights societies GEMA (Gesellschaft für musikalische Aufführungs- und mechanische Vervielfältigungsrechte) or GVL (Gesellschaft zur Verwertung von Leistungsschutzrechten mbH) are the sole responsibility of the Exhibitor's. HMC may require the Exhibitor to submit written proof of registration of the performance or reproduction, or written proof of the payment of related fees, in due time before the fair/exhibition. If the Exhibitor is not willing or unable to provide proof of payment of the fees, HMC may, at its own discretion, require the Exhibitor to pay a security deposit for the fees before the fair/exhibition.
- 13.6 It is strictly forbidden to address or interview visitors outside of the stand. In case of non-compliance, HMC is entitled to terminate the contract for good cause with immediate effect pursuant to Art. 20 below.
- 13.7 HMC has a number of advertising spaces available for use by exhibitors which can be ordered from the OSC.
Where HMC has allocated advertising spaces to third parties, the Exhibitor has no right of objection or claim against HMC or the advertising third party because of the spatial positioning of such advertising with respect to the Exhibitor's exhibition stand. HMC will inform the Exhibitor at its request as to where such advertising spaces are occupied and by whom.
- 14. Marketing package**
- 14.1 By registering for the event, the Exhibitor gives its consent to a company entry for itself and its co-exhibitor(s), if any, being placed in the exhibition media published by HMC. The Exhibitor agrees to the dissemination of information about its participation in the event by electronic media including the Internet. These entries will be invoiced to the

- Exhibitor. The exhibition media are listed in the Specific Terms of Participation.
The service partner contracted by HMC for this purpose will inform all exhibitors in detail about the advertisement options. Only exhibitors and co-exhibitors accepted to the event will be included in the exhibition media.
- 14.2 If the data for the mandatory entries are not provided by the stated deadline (refer to Specific Terms of Participation), they will be entered by HMC based on available documents.
- 14.3 No legal claims may be raised due to incorrect, incomplete or missing entries except in the event of gross negligence on the part of HMC, its official bodies, senior executives or vicarious agents.
- 15. Force Majeure and other compelling circumstances; reservation of rights; changes of event schedule**
- 15.1 In the event of compelling circumstances, in particular in case of Force Majeure, HMC is entitled to fully or partially shut down ("discontinue"), and/or cancel, relocate and/or postpone ("postpone") the event subject to this Contract (trade fair, exhibition etc.) and/or change its duration and/or otherwise modify it, upon due consideration of the Partner's legitimate interests in the execution of the event.
- In particular, Force Majeure shall be deemed to have occurred if the compelling circumstances are outside the reasonable influence of the parties to this contract. For example, events such as war, civil war, armed conflict, acts of terrorism, political unrest and/or the use of chemical, biological, or biochemical substances or nuclear energy are deemed to constitute Force Majeure. Furthermore, Force Majeure includes pandemics, epidemics, rampant infectious diseases or similar public health threats and/or violent acts of nature (storms, cyclones, earthquakes, floods etc.) and the consequences thereof. Furthermore, Force Majeure shall include prevention of the execution of any event by acts of government which are outside of the contractual parties' reasonable influence, such as intervention by any federal, state, local or other public authority, including but not limited to decrees, directives, general orders etc.
- Compelling circumstances, and in particular, Force Majeure shall be deemed to exist not only upon the occurrence of any such event but also whenever such circumstances can be expected to occur with reasonable probability at the time of the function. The decision whether any such circumstance has occurred or is imminent shall be made according to the reasonably exercised discretion of HMC with due consideration of the interests of its business partners.
- 15.2 In the event that a function is cancelled pursuant to Section 15.1 above, the exhibitor shall bear the costs and/or expenses incurred by the exhibitor up to that point in time. The exhibitor shall not be entitled to raise any liability claims related to such cancellation.
- Any participation fees or all-inclusive stand package fees already paid will be reimbursed. The Exhibitor shall reimburse HMC for any costs and/or expenses paid in advance by HMC that would be reimbursable under this contract. The provisions applicable to cancellation of the event shall apply mutatis mutandis to a shutdown (discontinuation) of the event/function.
- 15.3 In case the event is modified pursuant to Art. 15.1 otherwise than by cancellation or shutdown (discontinuation) (e.g. by postponement or relocation), the Exhibitor shall comply with the modification. In this case this contract will be deemed to have been signed for the modified event. In particular, the Exhibitor is not entitled to withdraw from the contract or claim a reduction of fees. Notwithstanding the above, the Exhibitor may cancel its participation in the function provided the exhibitor submits proof that its participation would constitute an unreasonable burden. Art. 15.2 applies mutatis mutandis.
- 15.4 HMC may cancel the event provided that the required minimum number of registrations have not been received and execution of the event as originally intended would represent an unreasonable economic burden.
- 15.5 Provided that HMC is responsible for the cancellation of an event, the Exhibitor does not owe any remuneration. Any liability of HMC shall be governed by Section 21.
- 15.6 Provided that HMC has a legitimate interest in taking such measures due to special circumstances, HMC may relocate the event and to alter the duration and/or opening hours of the event. In case of such a relocation or postponement of the event or change of its duration, the Contract shall be deemed to have been concluded for the new period and/or venue; as a general rule, this, or any change of opening hours, does not constitute a right of rescission. No claims for damages may be raised because of this.
- 16. Exhibitor passes**
- Every exhibitor receives an exhibitor pass (refer to Specific Terms of Participation) for its stand after full payment of the invoice amounts (refer to Art. 6).
- The number of exhibitor passes is not automatically increased by taking on co-exhibitors / co-represented companies. Additional exhibitor passes are available from HMC's OSC. The exhibitor passes are intended for stand staff, are to be filled-in as indicated on the pass, and must not be transferred to third parties, especially not in the event of non-participation as set out in Art. 8.
- 17. Photography, recordings (audio and video)**
- 17.1 HMC may have photographs, drawings as well as film and video recordings made of the activities at exhibitions, the exhibition structures and stands, and the exhibited objects, for use in advertisements or press publications unless the Exhibitor objects. The same applies to photographs taken or

- recordings made by the press or by television stations with HMC's approval.
- 17.2 Photography and filming within exhibition objects is generally permissible. However, HMC may not be held liable for infringement on third party's rights by such recordings or photographs. Photographs or films of other exhibitors' stands or exhibits require the respective exhibitor's permission. As a general rule, photography, video and audio recordings of any kind require compliance with applicable laws and regulations (in particular, respect for the right to privacy as well as HMC's and the Exhibitors' householder's privileges).
- 17.3 Commercial photos, film and/or video recordings on HMC premises require HMC's prior consent. With HMC's consent given, the recording activities must not be obstructed or otherwise interfered with.
- 17.4 Anyone present at or entering the event venue is instructed that they may be included in photos, film or video recordings made anywhere on the premises. By entering the HMC premises these individuals give their consent to being photographed or recorded, including in portraits, whether for reports about the relevant trade fair / exhibition for publication on television or for privately-produced footage, whether in printed or online media, in particular on websites, in social media and in online video portals, unless these individuals expressly object to such use of their photos or footage prior to entering the premises (in writing).
- 18. Complaints / impairments**
- 18.1 Any complaints about deficiencies of the stand or stand space must be submitted in writing to HMC immediately after the stand has been occupied, but no later than the last assembly day so that HMC may correct any deficiencies for which it is responsible. Subsequent complaints will not be considered and do not warrant any claims against HMC.
- 18.2 In the event of any building work ongoing, HMC will make every effort to keep impairments for Exhibitors to a minimum. If the usability of the stand or stand space is compromised significantly by the work, the participation fee may be reduced. This applies only if the use of the stand or stand space is impaired severely. No fee reduction will be granted if the impairment is immaterial. For example, the impairment shall be deemed to be immaterial if can be remedied quickly, easily or at little cost or if it is of low intensity or short duration. Impairments caused by measures to avert danger do not warrant a fee reduction.
HMC will set the reduction at its own reasonable discretion as deemed appropriate for the given situation without prejudice for the future. The maximum fee reduction is 25% of the participation fee.
- 19. Intellectual property rights**
- 19.1 The titles and logos of HMC trade fairs/exhibitions are protected by intellectual property rights. Their use by exhibitors in identical or similar form is subject to HMC's prior express, written permission. HMC may charge a usage fee for granting its permission. Exhibitors may use the original logos to announce their participation in the fair/exhibition without requiring HMC's express consent.
- 19.2 It is the Exhibitor's responsibility to secure the intellectual property rights or other industrial rights in the exhibition objects. Temporary legal intellectual property protection for exhibition purposes according to the Property Rights For Design Act (Gesetz über den rechtlichen Schutz von Design) of 12 March 2004, the Industrial Rights Act (Gebrauchsmuster-gesetz) of 28 August 1986, and the Protection of Trademarks and other Markings (Gesetz über den Schutz von Marken und sonstigen Kennzeichen) of 25 October 1994 as last amended is granted from the beginning of a fair/exhibition provided that the Federal Ministry of Justice and Consumer Protection has published an announcement to this effect in the Federal Gazette. In the event of any infringements of intellectual property rights, HMC will inform the exhibitors about the responsible court of law. Exhibitors are expressly advised to bear in mind the border confiscation procedure.
- 19.3 Every exhibitor is required to observe the intellectual property rights of other exhibitors and to refrain from infringements.
Compliance with applicable legal regulations of the Federal Republic of Germany is required when presenting and selling products and services. Products not approved for worldwide sale must bear appropriate country-related marking.
Goods which demonstrably infringe intellectual property rights, in particular trademarks, design patents, registered patterns and/or patents, may not be shown at the trade fair/exhibition. Any goods infringing such rights must be removed immediately and will result in a ban from future participation in the fair/exhibition. Infringement is deemed to have taken place if so confirmed by a final court ruling.
In case of proven infringement of intellectual property rights by the Exhibitor, HMC is entitled to terminate the contract for good cause pursuant to Art. 20 with immediate effect.
- 20. Breach of duty; right of termination; contractual penalty**
- 20.1 Culpable infringements of the Exhibitor's obligations arising from the contractual relationship, or of HMC's instructions given under the House Rules, entitle HMC to terminate the contract for good cause and with immediate effect, unless such infringements are stopped immediately upon request.
- 20.2 In the event of termination for good cause, HMC is entitled to close the Exhibitor's stand immediately and to require the Exhibitor to remove the stand and clear the stand space without delay.
- 20.3 If the Exhibitor's stand disassembly or clearing of the stand space is delayed, HMC is entitled to dismantle the stand and/or clear the stand space itself or through a third party at the Exhibitor's expense.

- 20.4 In the event that the stand space cannot be relet at a charge to another exhibitor, or can only be relet by swapping it with the stand space of another exhibitor, the Exhibitor is required to pay the participation fee due for the remainder of the fair/exhibition as a minimum compensation for damages.
- 20.5 If no replacement exhibitor is found for the stand space of the Exhibitor whose contract was terminated, HMC is entitled to have the stand space designed and decorated at the expense of the Exhibitor so as to ensure a uniform appearance of the fair/exhibition.
- 20.6 If the Exhibitor culpably violates its obligations pursuant to the Articles listed below, HMC is entitled to charge the Exhibitor a contractual penalty up to a maximum amount of €10,000, to be determined in each individual case at the reasonable discretion of HMC and, in the event of a legal dispute, to be reviewed by the Hamburg County Court:
- Article 4.1: Unauthorised transfer of stand space
Article 6.1: Advance payment obligation
Article 7.2: Exhibition stand set-up
Article 7.3: Adherence to Technical Regulations
Article 7.5: Failure to remove compromising objects
Article 7.8: Timely clearing of stand space
Article 12.2: Failure to clean
Article 13.3: Prohibition of political advertising
Article 13.6: Prohibition of contact / interviewing
Article 19.3: Infringement of intellectual property rights
- Provided that HMC is entitled to claim damages for culpable violation of obligations, the contractual penalty shall be offset against the claim for damages.
- 21. Liability and insurance**
- 21.1 HMC is liable (a) for any damage it has caused wilfully or in gross negligence; (b) for any harm to life, limb or health it has caused wilfully or in gross negligence; (c) for any claims raised under German product liability law, and (d) provided that any defect of an object or matter was concealed maliciously, or that an express warranty was granted regarding the nature or quality of an object or matter. HMC may be held liable only for the fault or negligence of its legal representatives and business executives, except in case of a violation of an obligation that is essential for achieving the purpose of the Contract (cardinal obligation) or in case of injury to life, limb or health of an individual.
- 21.2 In case of simple negligence, HMC is liable only for violation of essential contractual obligations or for injury to life, limb or health of an individual. The liability of HMC is limited to foreseeable damage that is typically to be expected.
- To the extent that liability is excluded or limited under these Terms and Conditions, the same exclusions or limitations apply to HMC's vicarious agents. HMC may be held liable for its vicarious agents' fault or negligence without being able to seek discharge due to its fault in the choice of agent (culpa in eligendo).
- 21.3 HMC's liability for any pre-existing defects, regardless of negligence or fault, pursuant to section 536(a)(1) of the German Civil Code (BGB) is expressly excluded. In particular, HMC cannot be held liable for the Exhibitor's exhibited materials, stand assembly or other arrangements on the stand area, or for any consequential damages incurred by the Exhibitor.
- 21.4 Any damage must be reported to HMC in writing forthwith.
- 21.5 Any damages under HMC's liability are limited to the current market value, subject to submission of a written proof of purchase. No damages will be paid if HMC's insurance company refuses to accept the claim on the basis that the Exhibitor failed to report the damage in due time.
- 21.6 The Exhibitor is liable to HMC for damage for which it bears responsibility, regardless of whether the damage was caused by itself, its employees, agents or by exhibition objects or equipment. In the case of lump-sum damage claims, HMC retains the right to prove to the Exhibitor that the damage was greater. The Exhibitor is entitled to provide proof that damage has not occurred or was substantially less than the specified lump-sum amount.
- 21.7 It is the Exhibitor's obligation to take out a corresponding business liability insurance policy with coverage of at least € 3 million. For foreign companies from the USA and Canada, the "Umbrella Liability" should be included. HMC points out that Aon Versicherungsmakler Deutschland GmbH provides an insurance service for this purpose. Aon Versicherungsmakler Deutschland GmbH is available to the Exhibitor for all insurance matters, in particular for reports of damage.
- 22. House rules, parking rules**
- The Exhibitor is subject to the House Rules and Parking Rules of HMC during the fairs / exhibitions throughout the campus. The Exhibitor is required to comply with instructions of HMC employees who are identified by their badge.
- 23. Data connections**
- 23.1 As part of its range of services, HMC offers state-of-the-art data connectivity. These services are backed by service agreements with leading providers.
- 23.2 No guarantee can be given that any particular mobile electronic network services rendered will be entirely uninterrupted. In particular, there is no guarantee that a connection can be established at any time, nor that a specific data transmission rate can be maintained continuously, particularly since this depends on operational factors outside the control of HMC.

- 23.3 HMC cannot assume any responsibility for the functionality of a mobile electronic connection or for any particular transmission speed.
- 23.4 Unforeseeable events, such as force majeure, government action, failure of telecommunications connections and other unavoidable disruptions and events that are beyond HMC's reasonable influence and for which HMC is not responsible, will relieve HMC of its duty of timely performance for the duration of such events. Any claim of HMC for compensation remains unaffected by the above.
- 23.5 HMC cannot be held responsible for information transmitted and services used by Exhibitors, Co-exhibitors and other companies via electronic connections / telecommunication services, and HMC rejects any liability in this respect. Section 8 of the German Telemedia Act apply fully.
- 24. Severability, limitation of actions**
- 24.1 Should any provision in these General Conditions of Participation be or become invalid or non-enforceable, this shall not affect the validity of the remaining provisions of these General Conditions of Participation. In this case the Parties will agree a new, valid and enforceable provision which comes as close as possible to the intention of the invalid provision for the purposes of the General Conditions of Participation; the same shall apply to any omissions from the General Conditions of Participation.
- 24.2 The statute of limitations for claims against HMC is 12 months unless imperative provisions of the law provide otherwise. The limitation period shall run from the end of the month of the final day of the event.
- 24.3 The Exhibitor may only offset against claims which are undisputed or established as final and absolute by judicial ruling.
- 25. Place of performance, court or jurisdiction, applicable law**
- 25.1 The place of performance and jurisdiction for all mutual obligations, including all payment obligations, shall be Hamburg (-Mitte), provided that the Exhibitor has the status of a merchant or has no general place of jurisdiction within Germany. HMC reserves the right, however, to take legal action at the Exhibitor's place of general jurisdiction.
- 25.2 This Contract shall be governed by German law, excluding private international law and the United Nations Convention on Contracts for the International Sale of Goods.
The European Commission provides a platform for online extrajudicial dispute resolution at <http://ec.europa.eu/consumers/odr/> (so-called ODR platform). HMC does not participate in alternative mediation procedures.

www.hamburg-messe.de/en/exhibitors/downloads

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