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1. Organisers

The Federal Ministry for Economic Affairs and Climate Action (BMWi) or the Federal Ministry of Food and Agriculture (BMEL), always in cooperation with the Association of the German Trade Fair Industry (AUMA), act as organisers of German participations at trade fairs, exhibitions, and events organised by Germany itself abroad.

2. Implementing companies

The technical and organisational implementation of German participations lies with implementing companies that have been commissioned for this purpose and which act on their own behalf within the framework of these General Conditions and the Special Conditions.

3. Eligibility

- a) Companies from the Federal Republic of Germany and their foreign subsidiaries and representations are eligible to participate as part of German participations.
- b) Trade associations and the implementing company for the relevant German participations, travel agencies, and logistics companies are eligible to participate, but are not counted towards the minimum number of participants.

4. Conclusion of contract

- 4.01 a) Registration requires the submission of the completed registration declaration within the specified deadline, including any necessary attachments, and receipt of the down payment by the implementing company within the specified deadline.
b) Registration creates a binding commitment by the exhibitor, irrespective of admission. Any requirements or reservations imposed by the exhibitor during the registration process are inadmissible and void.
- 4.02 The implementing company confirms receipt of the registration in text form. The fact that an exhibitor has registered and received confirmation of this does not mean that it has been admitted or that it is entitled to a certain size of stand and/or location of stand.
- 4.03 If the requirements as per No. 3 and No. 8.01 General Conditions are met by an exhibitor and if the minimum number of participants has been reached, the implementing company will confirm its participation (admission). The fact that an exhibitor has been admitted does not mean that it is entitled to a certain size of stand and/or location of stand. To this effect, the exhibitor grants the implementing company an unilateral right to specify performance as per Section 315 German Civil Code. The contract between the exhibitor and the implementing company becomes valid as soon as the exhibitor receives confirmation of admission. If the content of the confirmation of admission differs from the content of the application, the substance of the contract is that of the confirmation of admission.
- 4.04 The implementing company allocates a stand space to the exhibitor and informs it in text form about its location and measurements. If the size of the stand area differs by more than 20 % in size and at least 3 m² from the size indicated in the application, the exhibitor has the right to revoke the con-

tract. The exhibitor must declare the revocation to the implementing company within one week after the stand space has been allocated. The exhibitor cannot claim any compensation for the revocation.

- 4.05 Following the allocation of the stand space, the implementing company instructs the exhibitor about the preparations for and the implementation of the German participation. The exhibitor is solely liable for any repercussions resulting from failure to observe these instructions.
- 4.06 a) The implementing company is free to allocate a stand space different from the one originally allocated to the exhibitor, if this is necessary to ensure a uniform picture of the overall German participation. In this case, the implementing company will grant the exhibitor a space that is largely equivalent in location and size.
b) Should the implementing company be forced to move or alter individual stands, entrances, exits, or aisles, subsequent to allocation, through circumstances beyond its control, such as directives from public authorities or instructions from the trade fair or exhibition management, no resulting claims may be asserted, the exception being a reduction of stand space, in which case the exhibitor is entitled to pro-rata reimbursement of the price of participation. Any deviations of measurements and resulting marginal differences between specified and actual stand dimensions do not constitute grounds for any claims on the part of the exhibitor.
- 4.07 Following an agreement with the exhibitor or its authorised agent, the implementing company will hand over the stand prior to the beginning of the event.
- 4.08 The organiser reserves the right to exclude the exhibitor from future German participations in the event of grave violations of the contract.

5. Sub-exhibitors

- 5.01 Stand spaces are provided only as a whole unit and only to one exhibitor each. A single stand space can only be used by several companies in cases of joint company exhibitions, and only if the implementing company has been notified about and accepted every single sub-exhibitor present in addition to the exhibitor. The decision as to whether a sub-exhibitor is admitted or not is also made on the basis of these General Conditions.
- 5.02 Additional companies represented on the exhibitor's stand space have to be registered as sub-exhibitors. This also applies for companies that are required to file a joint consolidated financial statement with the exhibitor.
- 5.03 Wherever applicable, these General Conditions also apply to any sub-exhibitors. Any participation of sub-exhibitors is subject to financial charges. Even after admission of a sub-exhibitor, contractual relations of the implementing company continue to exist only with the exhibitor. Consequently, the costs associated with the participation of the sub-exhibitor are charged to the exhibitor. The exhibitor is liable for the actions of its sub-contractors in the same way as for its own actions.
- 5.04 If the exhibitor admits another company without the approval of the implementing company, the implementing company is entitled to terminate the contract with the exhibitor without notice and to have the stand space cleared at its expense. In this case, the exhibitor cannot claim any damages.

6. Revocation / non-participation

- 6.01 The implementing company has the right to revoke from the contract if
 - a) insolvency proceedings are filed in respect of the exhibitor's assets, a situation about which the exhibitor must inform the implementing company without delay;
 - b) admission was granted on the basis of unmet requirements or incorrect information;
 - c) conditions for admission cease to be met at a later point in time; or
 - d) the exhibitor fails to meet key contractual obligations, in particular, if it fails to meet the payment deadline despite having been issued with a reminder notice and a second deadline.

The consequences are as per No. 6.02 a) and b) General Conditions.

6.02 Should the exhibitor forgo the stand space allocated to it, it must

- a) pay the participation fee in full, insofar as the implementing company is unable to otherwise allocate the stand space;
- b) pay 20 % of the participation fee, up to a maximum of €500, if the implementing company is able to allocate the stand space to another exhibitor; unless the exhibitor can furnish proof that no damage or considerably less damage has been caused.

This does not apply for cases as per No. 4.04 General Conditions.

6.03 Any revocation or foregoing of the allocated stand space by the exhibitor only takes effect once the implementing company has received declaration in text form to this effect.

6.04 Stands that have not been taken over by the exhibitor or its authorised agent as agreed (cf. No. 4.06 General Conditions), can be used for other purposes. In this case, No. 6.02 General Conditions applies accordingly. The exhibitor cannot make any claims beyond this. Other purposes also include types of use that are designed to ensure a representative overall image of the German participation.

7. Stand equipment, design, obligation to be present and operational, additional payable services

7.01 The Special Conditions for each trade fair participation list the relevant stand equipment, design, and any additional payable services. Any equipment and stand design that exceeds the services provided by the organiser of the German participation as per the Special Conditions must be taken care of by the exhibitor itself. The building regulations valid at the event location, and the construction guidelines issued by the implementing company are binding. Two-storey constructions are not permissible. The design elements bearing the logo 'made in Germany' designated for hall space without stand construction must not be covered up or obscured.

7.02 The exhibitor must coordinate its design work with the implementing company prior to realisation. Any stand design that does not comply with the regulations made here, the building regulations applicable at the venue or the construction guidelines issued by the implementing company can be removed or modified by the implementing company at the expense of the exhibitor.

7.03 The exhibitor is under obligation to ensure a permanent presence and permanent operations of the stand during opening hours over the entire duration of the trade fair, including on the last day of the trade fair. If the nature of the trade fair suggests that exhibitors should not have a permanent presence at its own stand, the organiser of the German participation will grant an exemption from the obligation to ensure a permanent presence as per Sentence 1, and do so within the Special Conditions.

7.04 If the exhibitor has purchased payable services from the implementing company beyond what is specified in the Special Conditions, the exhibitor will be charged for these costs.

8. Exhibition goods and direct sales

8.01 a) All exhibits and goods being marketed must have been produced in the Federal Republic of Germany or by German subsidiaries abroad or under a German licence. Foreign products that are necessary to complement German goods and whose size and value is in appropriate relation to these German goods may be admitted after consultations with the organisers of the German participation. All exhibits must be individually listed in the application, complete with a detailed description. Goods that carry a fire hazard, release a strong odour or whose demonstration results in noise can only be put on display after prior approval of the implementing company.

b) Goods subject to the War Weapons Control Act (*Kriegswaffenkontrollgesetz*) and any models or representations thereof must not be put on display. If civil versions of goods requiring export authorisation in accordance with the Foreign Trade and Payments Act or the Foreign Trade and

Payments Ordinance, or models or other representations of such goods are put on display, there must be no references made to their military capabilities. Exemptions from this ban may be granted by the Federal Ministry for Economic Affairs and Climate Action or the Federal Ministry of Food and Agriculture in cases where there is a good reason for this. Applications to this effect must be made to the Federal Ministry for Economic Affairs and Climate Action or the Federal Ministry of Food and Agriculture via the implementing company. They must contain a precise description of the envisaged exhibits.

c) At the request of the implementing company, the exhibitor is required to produce and hand over an up-to-date register (manufacturers, product designation, place of production) of all exhibition goods.

8.02 Where goods are put on display without having been admitted as per No. 8.01 General Conditions, the implementing company, acting on behalf of the organiser, can ask for the immediate removal of these goods at the expense of the exhibitor. If an exhibitor does not comply with the demand (in text form) to remove the relevant goods, a penalty for breach of contract amounting to 20 % of the participation fee is payable. In addition to this, it is possible for claims for damages to be brought; in this case, these will amount to the difference between the penalty and the full costs.

8.03 The exhibitor is responsible for enforcing the protection of commercial rights (e.g. trademark, design, patent rights). The organisers cannot be held liable, in particular, for damages incurred by exhibitors as a result of breaches of such commercial rights by other exhibitors. Within its reasonable possibilities on site, the implementing company will assist in the task of preserving evidence, particularly by contacting the exhibition management and by viewing and/or making technical visual records (e.g. photos) of the exhibit in question.

8.04 As a general rule, direct sales (sale of individual items to consumers) are not permitted.

9. Transport, display and dismantling of exhibition goods and stand furnishings

The exhibitor is solely responsible for transporting its exhibits to the exhibition stand and back, for storing empty containers, for using lifting and transport equipment, for deploying personnel in charge of packing and unpacking, for displaying and dismantling exhibition goods, for re-packing and for all other related activities. Even after the Special Conditions have been defined, the organisers may stipulate the use of a specific on-site logistics company to be used throughout the area of the German participation.

10. Participation in evaluations of the foreign trade fair programme

The exhibitor is under obligation to provide all data required for an evaluation of the foreign trade fair programme, to do so in accordance with data protection law and as specified by the organiser of the German participation (cf. No. 1 General Conditions), and to participate in any surveys, interviews, and other types of data collection undertaken by the organiser as part of the evaluation. When selecting staff members for participation, the exhibitor must ensure that these are able to provide information on the relevant trade fair participation. The exhibitor pledges to seek any declarations of consent that may be required in connection with the provision of data belonging to third parties.

11. Insurance and liability

11.01 The exhibitor is responsible for insuring its exhibition goods against all transport-related risks and against all risks that occur during the event, especially damage and theft.

11.02 The exhibitor will be held liable for any damage it causes to third parties in the course of its participation in the exhibition, including damage caused to buildings at the exhibition centre and damage to its facilities.

11.03 The organisers of the German participation and the implementing company assume no liability for damage other than damage to life, physical integrity and health, unless this other

damage was caused by intent or gross negligence, or by culpable violation of a major contractual obligation on the part of the organiser of the German participation or the implementing company, or on the part of persons whom it used to perform its obligation. In the event of negligent violation of a major contractual obligation, the liability borne by the organiser of the German participation and the implementing company is limited to the foreseeable damage typical to this type of contract. Any claims for compensation beyond this are excluded.

- 11.04** The organiser of the German participation and the implementing company cannot be held liable for damages to exhibits or the theft of exhibits. This also applies in individual cases where decorations were made by the implementing company – unless the implementing company or its legal representatives or persons whom it used to perform its obligation can be proven to have acted with intent or gross negligence.
- 11.05** In agreeing to these General Conditions, the exhibitor expressly exempts the organisers of the German participation and the implementing company from any possible recourse claims by third parties.

12. Proviso

- 12.01** Any regulations and directives issued by the responsible bodies of the Federal Republic of Germany and the host country that differ from or are stricter than the General Conditions and the Special Conditions always take precedence over the General Conditions and the Special Conditions. The organiser of the German participation and the implementing company cannot be held liable for any damages or other disadvantages that this may cause to the exhibitor.
- 12.02** a) The organiser of the German participation has the right to postpone, shorten, prolong or cancel the German participation, and to temporarily or indefinitely close it in parts or in full.
- b) Neither the organiser nor the implementing company can be held liable for any damages or other disadvantages that a measure as per No. 12.02 a) may cause to the exhibitor.
- 12.03** a) If a measure as per No. 12.02 a) is taken due to force majeure (e.g. epidemics, pandemics, natural disasters, war, civil unrest, strike, failure of transport or communication lines or disturbances thereof), the exhibitor is free to revoke the contract. This revocation must be declared in text form and without undue delay when the exhibitor learns about the modification. If the measure as per No. 12.02 a) is a cancellation of the event, there is no need for the exhibitor to declare its revoking the contract.
- b) In the event of a revocation as per No. 12.03 a), the obligations as per No. 6.02 b) apply on the part of the exhibitor. In derogation from Sentence 1, the revocation is free of charge if, after the application deadline, there is an objective deterioration of the situation caused by sovereign provisions or measures, which renders participation in the trade fair unreasonable or impossible (e.g. travel warning, quarantine requirements upon entering or leaving the country).
- 12.04** If a measure as per No. 12.02 a) is taken in the absence of a situation as per No. 12.03 a), the exhibitor is under obligation to bear an appropriate share of the costs incurred during the preparations of the event upon being presented with a request by the organiser of the German participation. The ratio payable by each exhibitor is defined by the organiser of the German participation following a hearing of the trade association filing the application for a trade fair to be included in the foreign trade fair programme.

13. Final provisions

- 13.01** The mutual rights and obligations resulting from this contractual relationship (cf. No. 4.03) are subject to the laws of the Federal Republic of Germany.
- 13.02** The place of jurisdiction is the registered office of the implementing company. The place of performance for financial ob-

ligations is the registered office of the implementing company, unless another agreement has been made with the prior consent of the organiser of the German participation.

- 13.03** This contract and any changes made to it must be made in text form. Should one of the above conditions be null and void, the remaining conditions will continue to apply. These are to be interpreted in such a way that the sense and purpose of the contract remain intact.
- 13.04** Any claims lodged by exhibitors against the implementing company must be made in text form. Except in cases of intent or gross negligence, claims will become time-barred after twelve months. This twelve-month period begins at the end of the calendar month during which the last day of the event took place.