

Terms and Conditions for Exhibitors



Registration

To register for the trade fair, the form "Booth Registration" needs to be filled in completely and signed legally binding.

The registration is a contractual offer to the organiser and conditions and reservations cannot be added, in particular the wish for a specific booth space is not a condition for participation.

By signing the registration form the signatory agrees legally binding to the terms and conditions which then become part of the offer. The same applies to the house rules of Messe Augsburg. The exhibitor is liable for all people working for him during the event to adhere to these terms and conditions.

Registration and confirmation of the booth

Confirmation of registration will be sent by the organiser in written form (e. g. as an e-mail).

The confirmation is also the conclusion of contract. Wishes noted in the the registration form need to be confirmed explicitly in written form by the organiser in order to become effective.

There is no legal right for registration. The organiser decides about registration at his fair discretion.

If an exhibitor has already failed once to fulfill his contractual obligations, he/she can be barred from admission.

Allocation of booth space and change of position

The organiser will allocate the booth space in consideration of the exhibitors` wishes as well as the available premises. If possible, wishes stated in the registration will be taken into account.

The chronological order of registration entries is important for the allocation of spaces, however it is not solely decisive.

In each case, the organiser is entitled to later change the form, size, dimension and location of the allocated booth space, insofar as this is necessary due to safety reasons, public order or a more efficient utilization of the exhibition space, and reasonable for the exhibitor. In such a case, the organiser has to inform the exhibitor immediately. If the change results in a lower booth rent, the organiser will reimburse the difference. The exhibitor cannot claim any further rights related to the change.

Furthermore, the exhibitor has to accept that the location of the other booth spaces will change, too - compared to the time of his original admission to the fair.

Joint exhibitors

In principle, booth spaces are rented just to one contractual partner. If several exhibitors would like to rent a booth together, it is possible from a minimum booth space of 12 m². The joint exhibitors have to be named in the registration, as well as one authorised contact for all involved parties.

The exhibitors also have to state the respective shares and information to enable the organiser to issue a shared invoice, if necessary.

Co-exhibitor

In case there is a co-exhibitor for the rented booth space, he/she has to be stated on the form "Booth registration" or, after admission of the main exhibitor, the organiser needs to be informed in other written form. Analogous to the admission of the main exhibitor, the co-exhibitor has to be confirmed in written form by the organiser.

The co-exhibitor also has to pay the lump sum for the ticket shop (own badges, vouchers for customers). The main exhibitor will be charged for this, too.

By registering the co-exhibitor, the main exhibitor assures that he/she is sufficiently authorised to pass on all relevant data.

Invoice for the booth rent

Full payment of the invoice for the booth rent is a requirement for using the allocated booth space. The invoice has to be paid at the latest 4 calendar weeks before the first day of the event. Otherwise, the organiser is entitled to withdraw admission to the fair. Complaints about the invoice will only be accepted within 14 days of billing. In case of a last-minute-registration and -admission to the fair, the invoice has to be paid immediately after its receipt.

Cancellation of rented space/ Non-attendance

Cancellation of a booking has to be in written form and needs to be confirmed by the organiser.

After being admitted to the fair, unless the exhibitor is lawfully entitled to a compelling right of withdrawal or cancellation, he/she remains obliged to pay the following stated fees in case of cancellation:

- 1.) Receipt of cancellation *up until 5 calendar weeks* before the first day of the conference: 25 % of the booth rental price and 100 % of all ordered services provided by third parties, in case they can no longer be cancelled, as well as 100 % of the lump sum for the ticket shop. (As a rule, ordering of services will become binding 6 weeks before the event is due to start and can no longer be changed or cancelled - or only when paying a fee - after approx. a further 2 weeks.)
- 2.) Receipt of cancellation *up until 3 calendar weeks* before the first day of the conference: 50 % of the booth rental price and 100 % of all ordered services provided by third parties, in case they can no longer be cancelled, as well as 100 % of the lump sum for the ticket shop.
- 3.) Receipt of cancellation *less than 3 calendar weeks* before the first day of the conference: 100 % of the booth rental price and 100 % of all ordered services provided by third parties, in case they can no longer be cancelled, as well as 100 % of the lump sum for the ticket shop. If an exhibitor is not taking up his/her rented booth space until 6 pm on the last day of setting up, it will be treated as a cancellation on that day

If a booth space gets cancelled or not taken up by 6 pm of the last day of setting up, the organiser is entitled to find another use for the hitherto rented out space or to rent it out again to a third party.

In each of these cases, the exhibitor is entitled to prove that the organiser has saved further expenses not taken into account in the discount and has gained advantages as a result of the cancellation or non-

participation. If there is still other free exhibition space available, the exhibitor cannot, as a rule, claim that the organiser gained an advantage by renting out or using the booth space or part of it for other purposes, especially in form of the received rent.

Setting up of booths, equipment of booths and occupancy

The booth must follow the general plan of the event (please refer to the exhibitor information: fixed walls, flooring etc.).

The organiser reserves the right to prohibit the construction of unsuitable or inadequately equipped booths or to modify them at the exhibitor's expense.

Company name and head office must be clearly made visible through labelling of the booth.

Exceeding the maximum height of three meters requires the organiser's consent.

After the end of the event, the basic structure, as it was set up by the organiser, must be returned undamaged and restored to its original condition. Damage caused by improper handling or not reported to the organiser immediately after the occurrence of damage shall be compensated by the exhibitor.

For the whole duration of the event, the booth area must be properly equipped and informed staff be present during the set opening hours.

Setting up must be completed at the end of the final day for setting up and the booth has to be cleared from all packaging.

Removal of exhibited goods and taking down the booth before the end of the event is not permitted.

Acting in contravention of these rules leads to immediate or future exclusion of the exhibitor.

Measures - cancellation, postponement, interruption, closure of the event

After conclusion of the contract, the organiser may cancel, postpone, shorten, stop, interrupt or close the whole event or parts of it if it is completely or partially impossible to hold the event at the venue and/or at the planned time (in accordance with § 275 Para. 1-3 BGB) or if there is a valid reason for which the organiser or his/her accomplices are not responsible. The interruption includes the possibility of postponing the end of the event to compensate for the interruption in whole or in part.

A valid reason in the above sense exists,

- if there are sufficient indications that holding or continuing the event will result in an intolerable concrete danger to life, limb or health, or
- if there are sufficient indications that holding or continuing the event will result in a concrete danger of considerable material damage, or
- if holding or continuing the whole event or parts of it are considerably impaired, or there is the threat of such an impairment, due to a natural phenomenon, a war, a pandemic, an epidemic, an act of terror or the danger of such, industrial action, restriction of transport, supply or communication links, an unexpected limitation of the usability of the exhibition venue, travel restrictions, official orders, recommendations or requirements or force majeure.

A significant impairment in the above sense exists,

- if the event cannot be held as planned and therefore the purpose of the event for visitors, exhibitors and the organiser cannot be served, or only with significant restrictions.

Furthermore, after conclusion of the contract the organiser may cancel the event until up to 8 weeks before its beginning if due to exhibitors` cancellations, and compared to the time of sending out the admissions/confirmations of rented booths, more than 60 % of the rented out exhibition space or more than 60 % of registered exhibitors (including co-exhibitors) cease to exist and therefore the industry sector can no longer be significantly represented by the event and the purpose of the event for visitors, exhibitors and the organiser cannot be served, or only with significant restrictions.

The organiser decides at his/her reasonable discretion whether such a measure (and which) is taken, also considering the justified interests of visitors and exhibitors.

If holding the event according to § 275 BGB is altogether impossible the organiser is always entitled to cancel it.

The organiser has to inform the affected exhibitors of such a measure immediately.

Regulations in case of cancellation, postponement, interruption, closure

If the event is cancelled before its beginning, the organiser and the exhibitor shall be released from their mutual contractual obligations. If applicable, the exhibitor will be reimbursed any already paid rent and any payments for services ordered from the organiser.

If the event is cancelled, interrupted, shortened or closed after its beginning, the organiser is from then on or as long as the interruption lasts released from his/her contractual obligations. The booth rental fee will be reduced according to the reduced duration of the event.

A reduction of the booth rent is ruled out in case of an insignificant shortening or interruption of the event of up to 15 % of its originally planned duration. If the interruption is compensated by postponing the end of the event, there is no reduction of the booth rent.

Badges for setting up and taking down, exhibitor badges

The exhibitor receives access data from the organiser after being admitted to the fair. For the duration of the event, he/she books exhibitor badges in the exhibitor area of the ticket shop. The same applies for his/her staff for setting up and taking down of booths. All badges are valid for the duration of the event. They are not transferable and only valid in combination with an official ID.

If misused, the exhibitor badge will be confiscated without replacement. The costs for this service will be charged flat with the invoice for the booth rent.

Advertising

Advertising of all sorts for the exhibitor`s own company and its manufactured or distributed goods and/or services is permitted within the rented booth space. Political advertising is in principal inadmissible during the conference.

Photographs, drawings, film recordings

The organiser is entitled to have photographs taken and drawings or film recordings made of the trade fair, the booths and the exhibited materials and to use them for advertising or press releases, without the exhibitor being entitled to lodging objections for whatever reason.

The same applies to photographing or filming done by press or TV directly with the organiser's consent. The exhibitor may only order own photographs, drawings or film recordings of the exhibited objects for a fee after advance notice with the organiser and they are only permissible during the daily opening hours of the event.

It is not permitted to take photographs or make drawings or recordings of other exhibitors' booths or exhibited objects.

Direct selling

Direct selling is permitted. The exhibitor is responsible for obtaining and complying with the relevant commercial permits, as well as all labelling obligations and other regulations for the sale of products.

Commercial legal protection

Securing copyrights or other commercial protection rights for the exhibited objects is the sole responsibility of the exhibitor.

Cleaning and clearing of the booth

The organiser takes care of the general cleaning of the trade fair and exhibition grounds and the hall aisles. The exhibitor is obliged to take care of cleaning the booth itself.

If the booth area has not been cleared in time for the end of the official time for taking down the booths, the organiser is entitled to charge a fee of 200 euros per m². The organiser is also entitled to dispose of any left behind rubbish or exhibition materials at the exhibitor's expense. The organiser accepts no liability for damage to or loss of items.

Guarding

The general guarding of the fair and exhibition grounds is carried out by representatives of the organiser. This general guarding does not affect the liability regulations listed below.

The exhibitor him-/herself is responsible for the supervision of his/her booth and the exhibited objects. The organiser recommends to have the booth supervised, if necessary, and sufficiently insured in order to prevent any damage. During night time, valuable and easy to remove objects have to be locked away.

Liability, insurance, accident protection

The organiser is only liable without limitation in cases of intent or gross negligence as well as for damages due to injury to life, limb or health.

In all other cases, the organiser is only liable

- in the event of a breach of cardinal obligations. Cardinal obligations are obligations whose fulfilment

is essential for the proper carrying out of the contract and on whose compliance the exhibitor may regularly rely.

- insofar as the organiser is legally obliged to take out liability insurance or this is common practice.
- insofar as the organiser has claimed a special degree of trust for him-/herself or holds a qualified position of trust.

However, in these cases the organiser is only liable for foreseeable damage typical for this contract (and therefore as a rule not for consequential damages) and only up to an amount of 100.000 euros per claim. The limitation of liability only applies to entrepreneurs, legal entities under public law and special funds under public law. Otherwise, liability for simple or average negligence is excluded. This limitation of liability also applies to the conduct of the organiser's accomplices.

The exhibitor/co-exhibitor and joint exhibitor him-/herself is liable for any damage culpably caused to persons or property by him/her, his/her employees, his/her representatives or his/her exhibition objects and equipment.

As a matter of principle, the exhibitor is obliged to ensure an adequate insurance cover. It is recommended to take out an exhibition insurance in order to cover any transport or residential risk.

The exhibitor is obliged to install protective devices to the exhibited machines and equipment which comply with the accident prevention regulations of the industrial injuries corporation.

The organiser is entitled to prohibit the exhibiting or commissioning of machines and equipment at his/her discretion.

Domiciliary rights and house rules, infringements, smoking ban

During the event, the exhibitor submits to the house rules of the organiser and/or Messe Augsburg on the entire exhibition grounds (please also refer to above point "registration"). The house rules of Messe Augsburg are to be observed. The instructions of the employees and representatives of the organiser Forum Baumpflege GmbH & Co. KG and Messe Augsburg Trade Fair must be followed.

Violations of these terms and conditions or of orders within the scope of the domiciliary rights as well as of the house rules entitle the organizer to close the booth immediately at the expense of the exhibitor without any compensation.

Smoking is prohibited in all indoor areas of the exhibition halls and buildings. Smoking is only permitted in the outdoor area.

Data privacy notice

Personal data is processed by the organiser as the responsible body according to data protection law and, where applicable, by our service partners in compliance with the relevant data protection regulations for the purpose of providing support and information to customers and interested parties as well as for processing the services offered (legal basis: Art. 6 para. 1 lit. b EU-DS-GVO).

According to the principle of data thriftiness and data prevention only data which is compellingly needed to fulfill the above mentioned purposes is processed. All personal data is of course treated confidentially and protected by suitable security measures in the best possible way. Only authorised people who are

involved in the technical, commercial or customer service are granted access to the data. If legally necessary, the corresponding order processing contracts were signed.

Personal data will be kept until the contractual relationship with the organiser has ended and the data is no longer required for other legal reasons (e.g. due to statutory retention periods).

Every exhibitor has the right to complain about this data processing to the regulatory authority in charge of data protection and, within the legal conditions, can demand information, correction, deletion or restricted processing, object to the processing or assert his right to data portability.

Contact person for data protection at Forum Baumpflege GmbH & Co. KG is Prof. Dr. Dirk Dujesiefken.
E-Mail: augsburg@deutsche-baumpflegetage.de

Use of data for promotional purposes by the organiser

The organiser is interested in cultivating customer relations with its exhibitors and in sending them information and offers about its own similar events and services. Therefore, the data submitted with the registration (company name, address, telephone number and e-mail address) will be processed by the organiser and, if applicable, by its service partners in order to send appropriate event-related information and offers by e-mail in accordance with Art. 6 para. 1 lit. f EU-DSGVO.

The use of the data for the purpose of direct advertising can be objected to towards the organiser at any time.

The objection can be made without stating any reasons and without incurring any costs other than the usual transmission costs according to the basic rates. It should be sent to

Forum Baumpflege GmbH & Co. KG, Brookkehre 60, 21029 Hamburg, Germany

augsburg@deutsche-baumpflegetage.de or buero@deutsche-baumpflegetage.de.

Saving Clause

Should these Terms and Conditions be partially legally ineffective/incomplete, it shall not affect the validity of the remaining regulations or the contract itself.

In such a case, the parties undertake to replace/add to the invalid/absent regulation with a regulation that most likely achieves the economic purpose pursued by the parties.

Place of jurisdiction

The place of jurisdiction is the city of Hamburg. This also applies if the lessee is a merchant or a legal entity under public law or has no general place of jurisdiction in Germany. The organiser is also entitled to sue the exhibitor at the exhibitor's general place of jurisdiction.