



## General Terms and Conditions of Business for the Rental of Exhibition Space

### 1. Preamble

- 1.1. Contracting parties to the rental agreement shall be the Organiser and the Exhibitor. The Organiser will be published in the printed material of the event. In case Intercongress GmbH is not the Organiser of the event, the Organiser shall be represented by Intercongress GmbH, Wilhelmstr. 7, 65185 Wiesbaden, Germany (here after "IC") for the purposes of concluding and amending the agreement and exercising dispositive rights as well as performance under the agreement.
- 1.2. Services on the part of the Exhibitor shall be rendered exclusively on the basis of these General Terms and Conditions of Business. They shall also apply to the participation of the Exhibitor in future events arranged by the Organiser provided that the latter is represented by IC in this regard. Any Terms and Conditions of the Exhibitor which shall deviate from or conflict with these Terms and Conditions of Business shall not be accepted, not even in the event of the Organiser performing his services without further reservations.

### 2. Quotation and Conclusion of Contract

- 2.1. Quotations made in prospectuses, advertisements etc. shall be subject to change without notice and without obligation, also with regard to price details. Submission of the completed stand application form shall represent an offer to contract on the part of the Exhibitor. The Exhibitor shall be bound to this offer until four weeks after the deadline of receipt stated on the application form. In case this deadline has already expired, he shall be bound to his offer for four weeks. In the case of a businessman, the contents of the stand confirmation shall be binding for the agreement, even if these differ from the contents of the application and the Exhibitor does not object to the amendment within 14 days.
- 2.2. The agreement shall also include the house rules, the product classification as well as the organizational and technical provisions which shall be forwarded to the Exhibitor prior to the event.

### 3. Authorization to Exhibit

- 3.1. IC shall decide upon consultation with the Organiser on the authorization of an Exhibitor. A right to be authorized shall not exist.
- 3.2. The event shall in the first instance be open to manufacturing companies. Distributors and importers may not be authorized as Exhibitors unless they are able to produce evidence of having exclusive sales rights for the Federal Republic of Germany. In each case, only one stand may be rented for the same products of one manufacturer and used for the agreement. In case that the Exhibitor has not fulfilled these prerequisites, the Organiser may rescind the Agreement.
- 3.3. The Exhibitor shall only be permitted to use the stand himself. Assignment of the entire stand or the part thereof to other companies shall require the consent of the Organisers. The latter may increase the price (Clause 6). The Co-exhibitors shall be joint and each liable for all contractual obligations.

### 4. Allocation of Exhibition Space

- 4.1. Exhibition space shall be allocated according to the order of receipt of applications. The date of receipt by IC shall be decisive.
- 4.2. Notwithstanding the stand confirmation, IC shall reserve the right to subsequently allocate a differently positioned stand to the Exhibitor, alter the area of his exhibition space, relocate or close entrances and exits to the exhibition site or to the halls, provided that, taking into consideration the interests of the Organiser, such alteration shall be fair and reasonable for the Exhibitor. Should adherence to the stand confirmation present an unreasonable degree of hardship for the Organiser, yet such alteration be unacceptable to the Exhibitor, the former may rescind the agreement.

### 5. Stand Construction and Design

- 5.1. The construction and design of the stand must comply both with the general rules on competition and regulative law and with the technical safety regulations. Visual or acoustic disturbance of adjacent areas must be avoided.
- 5.2. The stands must be manned during opening times and equipped with exhibits.
- 5.3. Only objects which correspond to the exhibition program, have been registered and are brand-new may be exhibited. Other objects may not be exhibited unless this shall be absolutely necessary for the presentation or functioning of the permitted exhibits.
- 5.4. Neither details of prices nor references to suppliers, customers or sold exhibits shall be permitted. The sale of exhibits including exhibition samples to private persons is prohibited. This shall also apply to the sale of software. In this context, sale shall also be deemed as acceptance of a purchase commitment from private persons. The distribution of free samples shall be allowed, the distribution of specialist literature likewise.
- 5.5. The Organiser shall be entitled to remove exhibits or have them removed from the stand at the expense of the Exhibitor, should their exhibition be prohibited and the Exhibitor not immediately remove them upon the request of the Organiser. Should removal of the object not be possible or not adequate to establish an acceptable state, the Organiser may terminate the agreement with immediate effect.

### 6. Prices

- 6.1. The prices quoted shall apply to each square meter of stand area or part thereof plus the statutory value added tax applicable at any given time. There shall be no deductions for hall supports. The prices quoted represent all assembly days including days for set-up and dismantling.
- 6.2. Additional charges for electricity, furniture, flowers, decorations etc. shall be invoiced separately. Various surcharges for Co-exhibitors shall apply.

### 7. Terms and Conditions of Payment

- 7.1. The stand rental fee shall be payable net, plus an appropriate advance payment towards additional charges to be determined by the Organiser and plus value added tax, upon registration and issue of an invoice by IC. Payments shall be remitted to a separate account only which shall be advised.
- 7.2. In the event of default on the part of the Exhibitor, the Organiser may charge interest payable on arrears at the rate of 5 % p.a. above the basic interest rate in force at the time of default. So far as only businessmen are involved in the legal transaction, interest payable on arrears will be at 8 % p.a. above the basic interest rate in force at the time of default. Should the Organiser be in a position to substantiate that greater damages have been caused by default, a claim may be made for this amount. The Exhibitor is however entitled to prove that damages resulting from default have not occurred or only to a lesser degree. If the Exhibitor is a businessman, he shall be obliged to pay the interest stated in the first sentence of this subclause within two weeks of dispatch of the invoice without a reminder being necessary.
- 7.3. With respect to the marketing of those items for which he shall possess a hirer's lien, the Organiser shall be unrestricted; to the extent that statutory provisions are permissible, these shall be eliminated by this agreement.
- 7.4. The Exhibitor may only set off against amounts due to the Organiser from the rental agreement such claims and only exercise a right of retention in relation to such claims as are either undisputed or legally effective.

### 8. Reservation of Rights of Amendment and Rescission

- 8.1. Having serious reason (e.g. industrial dispute, force majeure), the Organiser shall be entitled to relocate, curtail, temporarily close entirely or in part, or cancel the exhibition. He shall immediately notify the Exhibitor accordingly. In the event of relocation or curtailment, he shall request the Exhibitor to declare his agreement within a reasonable period (usually two weeks). Should the Exhibitor not object to the relocation or curtailment within this period, consent shall be deemed to have been given. When setting a final date, the Organiser shall expressly point out to the Exhibitor the implications of his silence. Should the Exhibitor object, the Organiser may rescind the agreement.
- 8.2. The Organiser may rescind the Agreement should the Exhibitor default or insolvency proceedings be instituted in relation to his assets or should the Exhibitor's company be liquidated for other reasons.

### 9. Limitation of Liability

- 9.1. Neither the Organiser nor IC shall be obliged to take precautions against loss or damage of exhibits or stand fittings.
- 9.2. The Organiser and IC shall not be liable, except in cases of intent or gross negligence, for damages suffered by Exhibitors as a result of erroneous particulars relating to allocation of space, stand assembly or the approval of the stand design, entries in the catalogue, alterations in the area of the stand to which objection is not immediately made in writing as well as the endangering of other legal causes. Limited liability shall also apply to the conduct of sub-contractors. Claims for damages brought against the Organiser arising from contractual or quasi-contractual breach of duty or from offence have to be enforced by suit within a stipulated period of 6 months. The stipulated period begins at the time of information or from the end of the exhibition at the latest.
- 9.3. This shall not affect the statutory warranties of the Organiser.

### 10. Composition of Damages

Should the Exhibitor rescind the agreement without due justification or should the Organiser rescind the agreement for reasons to be found in the person of the Exhibitor, the Organiser may calculate a lump sum for damages incurred as a result of the rescission and invoice the Exhibitor accordingly. The lump sum shall amount to

- 80 % of the total stand rental, plus additional charges, however with the exception of electricity costs, in cases of rescission within four weeks prior to the exhibition.
- 50 % of the total stand rental, excluding additional charges, in cases of rescission within six months prior to the beginning of the exhibition.
- 25 % of the total stand rental, excluding additional charges, in cases of rescission at any previous date.

Should the damages actually incurred be greater, the Organiser may claim for the greater amount. Should the Exhibitor prove that the damages are less than the lump sums, a correspondingly reduced amount shall be payable.

### 11. Final Provisions

- 11.1. All declarations made in connection with this agreement must be submitted in writing.
- 11.2. Should any provision of these Terms and Conditions of Business or other agreements between the parties be or become void, this shall not affect the validity of the remaining provisions. It is agreed that instead of the invalid provision a valid condition shall be accepted which comes nearest to the intended economic purpose.
- 11.3. German Law shall apply to this agreement.
- 11.4. Should the Exhibitor be a businessman or not have any place of general jurisdiction within the Federal Republic of Germany, the place of jurisdiction shall be Freiburg. In addition, the Organiser and IC shall also be entitled to institute legal proceedings against the Exhibitor at his place of general jurisdiction or at any particular place of jurisdiction which may already exist.