

Terms and Conditions of BLICKFANG GmbH

§ 1 Application

Exhibitors wishing to take part in the fair must use the application form. The potential exhibitor accepts that the application is legally binding for up to 8 days after submission of the application, at the most 6 weeks before the fair opens, unless admission has been granted in the meantime.

§ 2 Acceptance

With the application, the exhibitor accepts the fair terms and conditions and the regulations for use as legally binding for him/herself and all staff the exhibitor employs at the fair.

All legal requirements pertaining to labour and trading legislation, especially to fire prevention, accident prevention, trade names and pricing are to be observed.

§ 3 Admission

The exhibitor does not have a legal claim to admission unless such a claim results from law. Admission of the exhibitor, the goods to be exhibited and cash sales is the sole decision of the fair management. The organiser is entitled to refuse applications. An exclusivity stipulation can neither be requested nor permitted.

Acceptance of the notice of admission or the invoice represents the completion of a contract between the organiser and the exhibitor.

Admittance may be revoked if the exhibitor no longer fulfils the conditions for admission. The fair management is entitled to terminate the contract if payment of the invoice is still outstanding despite two reminders. A cancellation fee of 25% of the stand rental is to be remitted in this case. Should legitimate complaints pertaining to goods on offer or methods of operation be made against one of the participating exhibitors, the fair management is entitled and permitted to take immediate steps to rectify the situation for the general benefit of all concerned. In such a case, the fair management is entitled to terminate existing contracts for coming fairs as the exhibitor no longer fulfils the fundamental conditions for admission which form the basis for this contract. Only such items as have been declared and admitted and which are not second-hand shall be exhibited, unless they serve presentation purposes.

§ 4 Alterations – Force majeure

Unforeseen circumstances that make it impossible to hold the fair according to plan and which are beyond the control of the organiser entitle the organiser to:

a) cancel the fair before the opening. Should cancellation take place more than 6 weeks, at the most, however, 3 months before the appointed opening, 25% of the stand rental will be charged as a contribution towards expenses incurred.

Should cancellation take place in the last six weeks before the appointed opening, the contribution towards expenses incurred will be 50% of the stand rental.

Should the fair be closed owing to force majeure or by magisterial decree, stand rental is to be paid in full.

b) reschedule the fair.

Exhibitors who can prove that this causes a scheduling conflict with another fair for which they have already made a firm booking are entitled to withdraw from the contract. The contribution towards expenses incurred fixed in a) is to be paid.

c) curtail the fair.

Exhibitors are not entitled to withdraw from the contract. Stand rental is to be remitted in full.

In all cases, the organiser should consider making such grave decisions carefully and announce them as soon as possible. In all cases, both parties are excluded from claiming damages.

§ 5 Cancelling the Contract

Application for cancellation of the contract can only be made in writing. It is legally effective only after the organiser gives written consent. Should a withdrawal be approved, as an exception, after legally binding application or after successful admission, 25% (50% for withdrawal later than 6 weeks before the event opens) of stand rental as a contribution towards expenses incurred as well as the costs incurred at the instigation of the exhibitor are to be paid. The fair management can make withdrawal dependent upon re-letting the stand concerned. Should another exhibitor be allocated a different stand or the stand be otherwise occupied to fill a gap caused by a cancellation, the stand holder is not entitled to a reduction in stand rental.

§ 6 Stand Allocation

Stands are allocated by the fair management according to aspects governed by the fair theme. This does not depend upon the date of receipt of an application. Special requests will be respected as far as possible. Normally, stand allocation in writing will be received together with the notice of admission and hall and, if necessary, stand numbers will be given. Complaints, in particular those pertaining to shape and size of the stand, must be made in writing within 8 days after receipt of the allocation notice.

If the stand is ordered less than 14 days before the start of the fair, complaints pertaining to location, shape and size can no longer be considered.

The exhibitor must take into account the fact that slight constraints in usage of the allocated stand are necessary for technical reasons. The constraints may not exceed 10 cm in width and depth and do not present grounds for a reduction in stand rental. This does not apply to stands expressly registered as pre-fabricated or system stands. Relocation of a stand can only be permitted for compelling reasons. As far as is possible,

the fair management must allocate the exhibitor concerned an equivalent stand. In this case, the exhibitor is entitled to withdraw from the contract without mutual compensation within two days after receipt of the re-allocation notice. This does not apply to the shifting of a stand by some metres within the same hall. Cancellation must be in writing.

The fair management reserves the right to move entrances, exits and emergency exits as well as aisles for compelling technical reasons.

The fair management must inform exhibitors of changes in the location, type or measurements of the stand immediately and in writing.

§ 7 Sub-letting, Co-Exhibitors, Surrendering Stands to Third Parties, Sales for Third Parties

The exhibitor may not partially or entirely move, sublet, share or exchange the stand allocated him/her, nor surrender it in part or in whole to third parties without prior permission from the fair management.

Admission of a co-exhibitor permitted by the fair management is against payment. For subletting or surrendering the stand to third parties without permission, in as far as the fair management does not demand that the sub-letting clear the stand, at least an additional 50% of the stand rental is to be remitted. The main tenant and the subtenant are jointly and separately liable.

To accept orders, order books, in as far as the exhibitor is not using his/her own, must show the exact address of the stand holder as well as that of the supplying company. Purchasers and the fair management must be able to see from the order sheet with which exhibitor and with which company a purchase contract has been concluded.

§ 8 Joint and Several Liability

Should several exhibitors jointly rent a stand, they are jointly and severally liable.

They must name a jointly authorised person in their application. The fair management need only negotiate with this one person. Notification made to the authorised representative named in the application represents notification to the exhibitor, or for jointly rented stands, to the exhibitors.

§ 9 Stand Rental and Costs

Stand rental and surcharges for corner, end or island stands are specified in the application documents. Costs for services provided as applied for by the exhibitor, as well as ancillary services such as supply of gas, water and electricity and so on are to be made known in advance should they be required by the exhibitor.

§ 10 Terms of Payment

a) Date of Maturity

50% of the invoice amounts are due within twenty days after date of invoice; the remainder is due up to six weeks prior to the opening of the fair. Invoices made out later than six weeks before opening of the fair are to be paid in full immediately.

b) Delay in Payment

If payment is delayed, the organiser is entitled to charge a late payment surcharge of 10% of the total invoice amount from the beginning of the fair.

After reminders have been ignored and corresponding notification of outstanding amounts has been made, the fair management is permitted to deal with stands that have not been paid in full as it sees fit. In this case, the fair management may refuse to hand over the stand and to issue passes.

c) Lien

For all outstanding obligations and the costs incurred as a result, the organiser is entitled to enforce the lessor's lien on the exhibits brought in, in order to secure his claims. The organiser does not accept liability for damage or loss unless guilty of intent or gross negligence and is at liberty to retain the exhibits and to sell them at public auction or privately at the exhibitor's expense. This is subject to the condition that all exhibits brought in by the exhibitor are the exhibitor's absolute property or that the exhibitor has absolute right of disposal over the exhibits.

§ 11 Stand Design and Equipment

For the entire duration of the event the name and address of the stand holder must be visible on the stand and clearly recognisable for everyone. Should it be necessary for the organiser to demand a uniform stand set-up, equipping of the stands is then the exhibitor's concern. Guidelines set out by the fair management are to be observed in the interests of maintaining a favourable overall impression. If the exhibitor sets up a stand of his/her own design, the fair management can demand to see dimensionally and colour true drafts before set-up work begins.

Use of pre-fabricated or system stands or the exhibitor's own stand components must be expressly indicated on the application form.

Stands may not exceed the stand area. Before planning a stand exceeding the appointed height, the exhibitor must have the fair management's express permission and, if necessary, that of the adjacent exhibitors.

The fair management is entitled to demand alteration or removal of fair stands that have not been authorised. Removal or alteration will be carried out at the exhibitor's expense should he/she not comply with the written notification to do so. Should it be necessary to close a stand for the same reason, the exhibitor does not thereby claim the right to a refund of the stand rental.

§ 12 Advertising at the Event

Advertising of any kind, especially distribution of printed advertising matter, and approaching visitors is only permitted on the stand.

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The use of public address systems, music and photographs of all kinds – also for advertising purposes – requires prior express permission. In the interests of running an orderly event, the use of machines, acoustic devices, of photographs and fashions – also for advertising purposes – can be limited or refused, even after permission has been granted. Should the organiser make use of a public address system, the fair management reserves the exclusive right to make announcements.

§ 13 Set-up

The exhibitor is obliged to complete stand set-up one hour before the opening at the latest. Should set-up of the stand not have commenced by 6 pm of the day prior to the fair, the stand may be disposed of as the organiser sees fit. Compensation claims are excluded in all cases. Costs arising for the fair management are to be paid by the stand holder. Complaints pertaining to location, type and size of the stand must be made in writing to the fair management before set-up of the stand, at the latest on the day after the appointed set-up begins.

All materials used for set-up, especially those for decoration purposes, must be of low flammability

§ 14 Staffing of Stand

The exhibitor is obliged to fill the stand with the declared goods for the entire length of the event and, in as far as the stand is not expressly rented as a prestige stand, to ensure that it is always manned with competent staff.

The fair management are responsible for cleaning of the premises, the halls and the aisles.

The exhibitor is responsible for cleaning of the stands which must be carried out on a daily basis after the fair closes for the day.

§ 15 Dismantling of Stand

Exhibitors are not allowed to remove exhibits or dismantle stands in whole or in part before the closing date of the fair. Exhibitors contravening this rule must pay a contract penalty of 50% of the stand rental. Dismantling of the stand must be completed within the specified dismantling period.

Fair goods may not be removed after the fair ends if the fair management has enforced lien upon the goods. This information must be given to the representative of the stand holder present on the stand. Should the goods be removed regardless, this is regarded as breach of lien.

The exhibitor is liable for damage to the floor, the walls, or to the material placed at his/her disposal either for rent or on loan.

The stand is to be returned in its original condition at the latest by the date specified for completion of dismantling. Any materials attached or fixed to the stand, foundations, excavation work and damage are to be removed and or remedied. Failure to do so entitles the fair management to have this work carried out at the expense of the exhibitor. This does not affect far-reaching claims for damages.

Stands and exhibits that have not been dismantled or cleared by the end of the specified dismantling period will be removed at the expense of the exhibitor and will be placed in store with the fair's carrier with exclusion of liability for loss or damages.

§ 16 Services: Electricity, Gas, Water and Drainage

The organiser covers the cost of general lighting. As far as services are required, these must be ordered with the application. Connection to and, where applicable, consumption of these services will be charged to the exhibitor.

Cost will be allocated proportionately for circular systems. All installation work up to the stand connections is to be carried out only by companies authorised by the fair management. These companies will receive all orders through the medium of and with the approval of the fair management and will issue invoices for installation work and consumption directly subject to the standard rates disclosed by the fair management.

Connections and appliances which do not comply with the respective regulations, - especially those of the Association for Electrical, Electronic and Information Technologies (VDE) – or which consume more than registered, can be removed or shut down at the expense of the exhibitor. The stand holder is liable for all damages caused by the use of non-registered connections to services or connections which were not carried out by the fair's fitters.

The fair management is not liable for interruption or fluctuation in gas, water and electricity supply.

§ 17 Security

General surveillance of the grounds and halls is the responsibility of the fair management with exclusion of liability for loss or damages.

The exhibitor is responsible for supervision and surveillance of the stand. This also applies during the set-up and dismantling periods and before the start and close of the fair.

Special surveillance is only authorised with prior permission from the fair management and where necessary must be carried out by a contractual partner of the fair management.

§ 18 Liability

The organiser accepts no responsibility for damage to fair goods and stand equipment or for consequential damages. The organiser is liable solely for damage to property and personal injury for which he/she can be held legally liable.

§ 19 Insurance

The exhibitor is urged to insure fair goods and to take out personal liability insurance at his/her own expense.

§ 20 Photography – Sketching

Only photographers and sketchers who have been authorised by the fair management may take photographs and make sketches for commercial purposes on the fair premises.

§ 21 Catering/ Food and Beverages

With the exception of free samples, the provision of wine, beer, spirits, coffee, other beverages and food requires permission from the city authorities. The exhibitor must apply for this permit from the authorities concerned. Exhibitors are to give written notification in their application if they intend to issue samples and also if they intend to sell food and beverages. This requires the express permission of the fair management. The exhibitor is responsible for any taxes and duties as well as licensing fees the authorities may levy on the hall management for serving and selling food and beverages.

§ 22 Regulations for Use

The fair management exercises regulations for use on the fair premises and may enact regulations for use. Exhibitors are not permitted to stay overnight in the fair halls or on the fair grounds.

§ 23 Statutory Period of Limitation

All the exhibitor's claims against the organiser lapse if they are not asserted in writing 2 weeks after the closing date of the fair at the very latest.

§ 24 Amendments

To be legally effective, any amendments that do not concur with the fair terms and conditions require mutual written confirmation

§ 25 Place of Performance and Place of Jurisdiction

Place of performance and place of jurisdiction is the seat of the organiser also if claims are made in a judicial collection proceeding.

[In the case of divergence between the English and the German text, the German text prevails.](#)

BLICKFANG GmbH

Filderstraße 45, D – 70180 Stuttgart

Telephone +49 (0) 711 990 93-90

Fax +49 (0) 711 990 93-50

www.blickfang.com

info@blickfang.com

Managing Director Dieter Hofmann,

District Court Stuttgart, Commercial Register (HRB) 720369