

The following conditions relating to the design of booths, safety, liability, waiver of disclaimer of liability and insurance are part of the contract for participation in the FMB-SÜD Supplier Show for the Machinery Industry. By completing the registration form, the exhibitor accepts these conditions unreservedly.

GENERAL EVENT TERMS AND CONDITIONS

1. GENERAL

(1) The contractual relationship between Easyfairs GmbH (organiser) and the exhibitor shall be exclusively subject to the Event Terms and Conditions set out below. General terms and conditions of the exhibitor shall not be applicable even if the organiser has not objected to such terms separately.

(2) The exhibitor acknowledges the sole applicability of these Event Terms and Conditions when he submits the completed registration form or when sending the online registration form on the respective event homepage.

2. EXHIBITORS

All manufacturers of the products entered in the product list published for each event are eligible to participate in the respective event as exhibitors. This also applies to representatives and distributors of these manufacturers who may participate in the event under their own company name. At the discretion of the organiser, publishers of business journals, public-law corporations, associations, institutes and other manufacturers' associations or trade associations, who are recognised in any manner as sponsors, supporters or developers (within the scope of their principal activities) of goods connected with or similar to products contained in the product list for the respective event, and if they suit the framework of the event, shall also be eligible to participate as exhibitors.

3. REGISTRATION

(1) The exhibitor shall observe the registration deadlines applicable for the respective event. Registration is to be effected in writing using the registration form provided. Registration forms received by the organiser, which have been duly completed and signed, constitute a legally binding and irrevocable offer on the part of the exhibitor.

(2) The organiser is at liberty to decide whether to accept the offer of the exhibitor or to reject it (even without stating reasons). The contract between the organiser and the exhibitor shall not come into effect until the organiser has confirmed the booking of the exhibition space in writing. The organiser shall accept the offer within a period of four weeks after receipt of the registration. A confirmation by the organiser received by the exhibitor at a later time shall be deemed a new offer for the conclusion of the contract, which must be accepted by the exhibitor. The sending of the first advance payment invoice shall, at any rate, be deemed tacit acceptance with which the contract comes into legal effect.

(3) Upon registration and/or the conclusion of the contract, the exhibitor acknowledges that the organiser shall exercise his domiciliary rights at the exhibition site at the respective event. Upon registration and/or the conclusion of the contract, the exhibitor simultaneously undertakes to acknowledge any rules subsequently compiled by the organiser for the implementation of the event ("House Rules") and to follow corresponding instructions issued by the organiser.

4. TERMS OF PAYMENT

(1) Except as otherwise explicitly agreed upon in writing, stipulated payments shall be effected in the full amount without any deductions to the organiser within 14 days after receipt of the invoice. Failure to effect payment within the stipulated time will result in the exhibitor owing interest on arrears in the statutory amount. Furthermore, after the fruitless expiry of a period of additional respite for payment, the organiser is entitled to rescind the contract with the exhibitor and to allocate the exhibition space elsewhere. The organiser reserves the right to assert claims for damages incurred by him in this connection.

(2) Except as otherwise contractually agreed upon, the rent for the exhibition space as the subject matter of the contract is calculated from the number of square metres of the exhibition space reserved multiplied by the square metre price indicated in the respective registration form. The individual services included in this booth rental payment are specified in the registration form. Separate remuneration is to be agreed upon for additional services.

(3) The exhibitor shall pay rent and other remuneration in accordance with the terms of payment set out in the respective registration form. In the case of a reservation made at short notice immediately before the start of the event, the full amount of rent and remuneration shall be paid to the organiser by means of a crossed cheque or in cash at the latest before occupation of the exhibition space.

5. ASSIGNMENT/SUB-EXHIBITORS

(1) The assignment of the complete exhibition space or a part thereof, even without charge, is prohibited unless the organiser has given his prior explicit consent in writing to such a partial or complete assignment. In the event of an infringement by the exhibitor, the organiser is entitled to terminate the contractual relationship immediately for an important reason. In this case, the exhibitor shall immediately ensure that the exhibition space is vacated and reimburse any losses which have been or will be incurred by the organiser in connection with the unauthorised assignment of the exhibition space.

(2) The exhibitor shall apply in writing to the organiser for the admission of a sub-exhibitor. The sub-exhibitor shall be subject to the same obligations as the principal exhibitor. The provisions in paragraph (1) shall apply accordingly if a sub-exhibitor is admitted without the prior written consent of the organiser.

6. ALLOCATION OF EXHIBITION SPACE

(1) The exhibition spaces will be allocated solely at the discretion of the organiser, whereby the justified interests of the exhibitors are to be taken into consideration. In general, the allocation is based on the following criteria:

- the registration form has been filled in correctly and payment has been effected within the stipulated time
- the date when the registration form was submitted
- the space available.

Availability permitting, the organiser shall, as far as possible, endeavour to be responsive to the requests of the exhibitors if justified interests of the organiser or other exhibitors or the event as a whole are not impaired as a result thereof.

(2) If required, the organiser reserves the right to change the allocated exhibition space, whereby the interests of the exhibitor and the organiser shall be taken into account.

7. CANCELLATION

(1) In the event that an exhibitor rescinds the effectively limited contract without the organiser having culpably caused such a rescission, the cancellation rules below shall apply.

(2) Cancellations on the part of the exhibitor shall be transmitted to the organiser in writing by post or by fax. The cancellation shall not be effective until the written declaration has been received by the organiser.

(3) In the event of a cancellation, the organiser is entitled to reallocate the stand. The exhibitor will also incur the following costs:

- For cancellations until the due date of the second instalment: 20% of the total stipulated net remuneration (booth rental as well as any remuneration for special services).
- For cancellations until the due date of the third instalment: 60% of the total stipulated net remuneration (booth rental as well as any remuneration for special services).
- For cancellations after the due date of the third instalment up to the first day of the event: 100% of the total stipulated remuneration plus value-added tax.

The exhibitor reserves the right to furnish proof that the organiser has not incurred any losses or has only incurred lower losses as a result of the cancellation.

8. STRUCTURE/DESIGN OF THE STANDS

(1) The structure of the stands and their design must comply with the statutory regulations applicable in this respect, in particular, with planning laws and the special rules applicable with regard to the event. If exhibitors set up their own stands, the material used must also meet the statutory regulations applicable in this respect, in particular, building inspection and fire control regulations. In addition, the stands must be structured and designed in such a manner so as to rule out any injury, endangerment, inconvenience or hindrance to third parties or property.

(2) It may be determined in the contractual regulations that the exhibitor be obligated to use modules provided by the organiser for setting up the stands, which will be billed for separately. In this case, an exhibitor may not set up his own stand unless an explicit, written authorisation is available from the organiser stating that he may set up his own stand. In such a case, the exhibitor's stand shall correspond to the information previously communicated to the organiser in writing for approval.

(3) The organiser shall supply and assemble rented furniture and modules and shall provide flooring and ceilings, including lighting. Work in connection with the lighting as well as work in connection with wiring may only be carried out by such persons commissioned to do so by the organiser.

(4) The maximum construction height of the stands and other objects may, on no account, exceed 2.50 m. Structural changes and objects to the walls, floors or the ceiling of the exhibition hall (caused by the fixing of objects, etc.) are prohibited.

(5) Machines which cause dust may not be used on the days intended for the set-up and dismantling of the stands inside the halls unless said machines are appropriately equipped to extract the dust generated.

(6) Should the exhibitor arrange for the stand or exhibits or any other materials to be built beyond the limits of the exhibition space allocated to him, the organiser may demand the immediate removal of those items beyond the booth boundaries. Should the exhibitor fail to comply with this request within a reasonable period of time, the organiser himself may arrange for the removal at the expense of the exhibitor. In the event that the construction or items situated beyond the limits of the exhibition space can remain due to reasons of space, the organiser may, alternatively, subsequently bill the exhibitor for a reasonable stand rental for the encroachment.

(7) Should the exhibitor erect superstructures, event modules or structures of a similar nature which are subject to authorisation, all required approvals are to be kept at hand at all times and shall be presented to the organiser upon request.

(8) Fire extinguishing equipment, information signs, emergency exits and other fire control facilities may not be blocked off, obstructed or covered up.

(9) Should samples, sample carriers, exhibits and construction elements fail to comply with the above regulations, they shall be removed without delay if so requested by the organiser. Should the exhibitor fail to comply with this request within a reasonable period of time, the organiser is entitled to arrange for the corresponding objects to be removed at the expense of the exhibitor.

9. ADVERTISING/EXHIBITS

(1) All promotional activities (advertising, etc.) may only be carried out within the boundaries of the exhibition space of the respective exhibitor. The activities may only be carried out for the exhibitor and for the products manufactured or sold by him. The distribution of advertising material and items of a similar nature is prohibited on the areas of the event used jointly.

(2) The organiser reserves the right to arrange for exhibits to be removed from the stand of the respective exhibitor, and, in the event of the failure of the exhibitor to comply with the request for the removal, to arrange for the objects concerned to be removed himself at the expense of the exhibitor if the display of these objects contradicts prevailing law, is against public morals or does not comply with the event programme.

(3) Advertising for political and ideological purposes is prohibited.

(4) Should the exhibitor wish to hold events during the trade show in connection with the press and other media representatives, he is obligated to notify the press office of the organiser of this intention in good time and, furthermore, to coordinate the event with the press office on an on-going basis so that a clashing of appointments and locations with regard to events of other exhibitors can be avoided as far as possible. Should the exhibitor fail to meet this obligation, the organiser reserves the right to prohibit the implementation of the corresponding event.

10. PHOTOGRAPHS/RECORDINGS

(1) Stands and exhibits of individual exhibitors may not be photographed, filmed, sketched, drawn or recorded in any other manner without the consent of the exhibitor concerned and the organiser. The organiser can, however, not be held responsible for any infringements by third parties.

(2) No photographic or film equipment may be brought into the exhibition area without the written authorisation of the organiser. A copy of each authorised recording shall be submitted to the organiser.

(3) The organiser reserves the right himself to take or authorise the taking of general photographs or also close-up views outside or inside the hall for the purpose of recording the exhibition, whereby any industrial property rights of the exhibitors as well as personal rights are to be observed.

11. DIRECTORY

(1) Should an official exhibition catalogue or directory of exhibitors with reduced content be released prior to or during the event, said catalogue or directory shall be printed, distributed and made available online without any liability on the part of the organiser and publisher.

(2) The exhibitors are entitled to be entered in the catalogue/directory with their company name, and, where applicable, with additional contents. Details published in the official exhibition directory shall be taken from the information in the registration form. Amendments to be included in the directory shall be transmitted to the organisation office of the organiser within the specified time via Online-Manager (OMA). Enquiries concerning the deadline until which relevant changes may be taken into consideration are to be made to the organisation office of the organiser. It cannot be guaranteed that notifications of changes received after expiry of this time-limit will still be taken into account in the directory.

(3) Any costs to be assumed by the exhibitor in connection with the entry in the directory are indicated in the registration form.

(4) Moreover, the organiser may, directly or indirectly, plan the production and distribution of any other kind of publications, and reserves the right to make use of these publications to publicise the exhibition and promote the event at any time and at any location.

12. SECURITY/PROTECTION OF PROPERTY

(1) The exhibition halls will be guarded from 6 p.m. to 8 a.m. in each case during the period from the opening of the exhibition halls for the exhibitors to set up their stands until the last day on which the exhibitors must have dismantled the stands and removed the exhibits again and vacated the hall. This protection extends to the exhibition hall/building as a whole, but not to the individual exhibition spaces.

(2) In addition, each exhibitor may book separate security staff for his exhibition space at an appropriate charge. Upon enquiry, the organiser will notify him of the contact details of authorised security agencies.

(3) The exhibitors shall themselves be responsible for the protection of their property from the time when the stands and exhibits are set up until their removal.

13. OBLIGATION TO EXHIBIT/CONTRACTUAL PENALTY

(1) Upon conclusion of the contract, the exhibitor undertakes to keep his stand open and operational (including staff) at all official opening times of the event.

(2) In the event of a breach of the duty arising from paragraph (1) and/or the premature removal of the stand, a contractual penalty will be incurred by the exhibitor in the amount of a fixed sum of EUR 2,000.00. The organiser explicitly reserves the right to assert claims for damages in excess of this amount.

14. LIABILITY

(1) Should the exhibitor, his members of staff or other vicarious agents (e.g. members of staff from companies commissioned by the exhibitor) or other persons carrying out activities on the exhibition site at the instigation of the exhibitor culpably cause damage vis-à-vis the organiser, the exhibitor shall be liable to pay compensation to the organiser in an unlimited amount. At the same time, the exhibitor shall indemnify and hold the organiser harmless from and against all claims of third parties due to damage culpably caused during the event by the exhibitor, his members of staff, vicarious agents or other persons who are on the exhibition site at his instigation.

(2) The exhibitor is obligated to furnish proof of adequate liability insurance covering the risks of the exhibition.

(3) Compensation claims by the exhibitor vis-à-vis the organiser or the owner of the exhibition hall shall, regardless of the legal ground, be excluded. This is with the exception of liability in the case of injury to life, limb and health as well as such damage caused intentionally or through gross negligence on the part of the organiser, his legal representatives or vicarious agents.

(4) The organiser shall only be liable vis-à-vis the exhibitor in the case of damage caused by ordinary negligence, which does not concern injury to life, limb or health, if such damage has occurred as the result of a breach of a material contractual duty (e.g. the duty to provide the exhibition spaces in a due and proper manner and within the stipulated time). Liability shall be limited to typical, foreseeable damage upon conclusion of the contract. Furthermore, the limitation indicated in the sentence above shall apply to damage caused by gross negligence insofar as this damage does not concern injury to life, limb or health.

(5) Owing to the risks stated above, the organiser recommends that exhibition insurance be taken out by the exhibitor at his own expense.

(6) The organiser shall be notified of any damage without delay concerning such risks which are to be insured by the organiser so that the latter can report the damage to the insurance company in good time. Any detrimental effects incurred by the organiser due to the failure to report the damage in a timely manner on the part of the exhibitor shall be at the expense of the exhibitor.

15. FORCE MAJEURE

Should the organiser be compelled as a result of force majeure or any other circumstances beyond his control to clear one or several exhibition areas or even the entire area of the event itself temporarily or for a longer period of time, thereby making it impossible for him to fulfil his contractual duties vis-à-vis the exhibitor, the organiser shall be entitled to rescind the contract. In such a case, the exhibitor shall be entitled to a reimbursement of both rental payments already effected (if applicable on a pro-rata basis). Additional claims vis-à-vis the organiser for reimbursement of expenses or compensation, in particular claims for loss of profits, are excluded.

16. OTHER PROHIBITIONS

(1) In addition to the prohibitions contained in the provisions set out above, each exhibitor shall be prohibited from carrying out the following activities unless he has prior explicit permission in writing from the organiser in this respect:

- sale of products with on-the-spot delivery;
- the marking of prices on the exhibits/products;
- the exhibitor, his employees or any of his vicarious agents being at the stands/within the exhibition area outside the times stipulated by the organiser for the exhibition;
- bringing material into the exhibition which is foul smelling or particularly hazardous and can cause damage, injuries or annoyance;
- the installation/use of public address systems in the exhibition area;
- use of the protected mark for the exhibition centre, the organiser and the event;
- erection of advertising outside the exhibition hall on the exhibition site as well as on the streets and in the surrounding district of the exhibition;
- erection of posters advertising competitions or awards offered by third-party companies, organisations or by print products or trade journals published daily or weekly.

(2) In the event of violations of the prohibitions stated above, the organiser reserves the right to exclude the exhibitor from the current event and also from future events, and to demand any compensation for damages incurred by the organiser as a result of the violations.

17. MISCELLANEOUS

(1) Bielefeld shall be the place of performance and jurisdiction for all disputes arising from or in connection with the contract between the exhibitor and the organiser.

(2) The entire contractual relationship is subject exclusively to the law of the Federal Republic of Germany.

(3) Collateral agreements, amendments of or supplements to the contract or these Event Terms and Conditions shall be subject to written confirmation by the organiser for their validity. Verbal agreements are ineffective.

(4) Details communicated to the organiser in the registration form or in any other manner shall be saved by the organiser pursuant to Section 28 Bundesdatenschutzgesetz (Federal Data Protection Act) for his own business purposes.

18. CANCELLATION OF THE EVENT

The organiser reserves the right to cancel the event up to three months prior to the start of the event if the number of registered exhibitors is lower than 75 registrations by this date although this is not the fault of the organiser. In such a case, an implementation of the fair would neither be in the interest of the organiser nor in that of the exhibitors. A cancellation of the event shall be subject to the unilateral, written declaration of the organiser. Any payments already effected will be reimbursed to the full extent within 14 days after receipt of the bank details of the exhibitor. No interest shall be paid upon said amount.

19. SAVING CLAUSE

Should any individual provisions of these Event Terms and Conditions be or become void, the validity of the remaining provisions shall in no way be affected as a result thereof. In such a case, the void provision shall be replaced by a legally effective provision coming as close as possible to the pursued purpose of the void provision.