

**General Terms and Conditions of the Greenshowroom and Ethical Fashion Show Berlin**  
**(Last updated: September 2015)**

**1. Event and organiser**

(1) The Greenshowroom is a trade fair for fashion and fashion accessories in the luxury segment that are produced according to ecologically and socially responsible standards. The Ethical Fashion Show Berlin is a trade fair for fashions and fashion accessories in the street- and casual segment that are manufactured according to ecological and socially responsible standards.

(2) The organiser is:  
Messe Frankfurt Exhibition GmbH  
Ludwig-Erhard-Anlage 1  
60327 Frankfurt am Main  
Germany  
Phone: +49 69 75 75-0  
Fax: +49 69 75 75-64 33  
www.messefrankfurt.com

The participation fee will be billed by Messe Frankfurt Exhibition GmbH, hereinafter referred to as "Messe Frankfurt".

**2. Registration**

(1) In order to be accepted as an exhibitor at the event, applicants must have a valid registration. If an exhibitor wishes to register in writing (print registration), they must fill in and submit the registration form for the event in question. This registration form is to be signed and stamped by the exhibitor in a legally binding manner. The exhibitor can also register online by sending the registration form electronically (online registration). Online registrations are valid without a signature and stamp if sent from the password-protected online portal. Registration must be received by Messe Frankfurt Exhibition GmbH by the date given on the registration form. The registration applies to the event period specified on the registration form. Submitting a registration form does not entitle the applicant to be accepted as an exhibitor.

(2) Messe Frankfurt shall not be liable for the consequences or damages resulting (either directly or indirectly) from incorrect, misleading, imprecise or incomplete information either contained in the registration form or based on any other details furnished by the exhibitor; Messe Frankfurt reserves the right not to consider registration forms that have not been completed adequately or fully or that were submitted later than the date specified.

(3) Receipt of the written registration form will not usually be confirmed. In the event of confirmation of receipt being given, this shall not be considered as stand confirmation as specified under the terms of Section 5. For online registrations, the exhibitor will receive an electronic confirmation of receipt that also does not constitute a stand confirmation as specified under the terms of Section 5.

(4) The withdrawal of registration, even prior to receipt of stand confirmation, always requires the prior consent of Messe Frankfurt regardless of the registration date.

**3. Acceptance requirements, alternating acceptance, termination of joint stands without notice**

(1) Manufacturers will be admitted as exhibitors if the products they are showing correspond with the product groups of the event segment in question; the same applies to trade publishers with books or other productions on the corresponding subject. Other businesses may be admitted to attend by Messe Frankfurt.

(2) The exhibitor undertakes to provide Messe Frankfurt with all the information required about their company and the products to be exhibited. Should the exhibitor wish to display several approved product groups on a single stand, they must specify the percentage attributable to each individual group. Should the exhibitor's range of products or the composition of their product range not correspond with the details submitted, Messe Frankfurt shall be entitled to exclude – even at short notice – said exhibitor from taking part in the event. Depending on the nature of the event, software and services suitable for a trade fair presentation shall also be classified with the products to be displayed (exhibits, merchandise, goods, product groups, exhibition goods and exhibition articles).

(3) Messe Frankfurt will decide at its own discretion whether or not to accept an exhibitor. In particular, it reserves the right of final decision on the event segment to which the exhibitor or his products belong. Messe Frankfurt is entitled to reject applications based on the space capacities available for the event and on the purpose and structure of the event as determined by Messe Frankfurt. Participation in previous events does not entitle the applicant to be accepted as an exhibitor.

(4) Participants on joint stands or co-exhibitors may also be admitted to events. Co-exhibitors are participants with their own personnel and offering their own products at a joint exhibition stand rented by a joint stand organiser. Co-exhibitors are subject to the same participation terms as the joint stand organiser. When joint exhibition stands are approved, stand confirmation is only sent to the joint stand organiser. The joint stand organiser is the sole contracting party of Messe Frankfurt. If a participant is allowed to share a stand without the consent of Messe Frankfurt, the latter is entitled to terminate the contract with the joint stand organiser without notice and to have the stand cleared at said organiser's expense.

(5) Messe Frankfurt shall determine the composition of the event, in particular the industries, the product groups and their make-up, and is entitled, in deciding upon exhibitor acceptance, to take account of the composition of exhibitors with regard to their international origin, company structure, sectors and other objective factors. Messe Frankfurt shall not be bound by decisions taken in the past regarding previous events.

(6) If Messe Frankfurt has a substantial interest in measures as defined in paragraph (5) due to special circumstances, it has the right to arrange alternating acceptance of exhibitors.

(7) Messe Frankfurt is entitled to refuse acceptance to companies which have simply acquired company assets such as rights to names or brands from former exhibitors. This does not apply in the case of legal succession.

(8) Messe Frankfurt is entitled at any time to exclude from admission, i.e. presentation, any exhibition articles that are not in keeping with the objectives it has set for the event.

(9) The exhibitors undertake to adhere to all regulations relating to species protection and remain legally and substantively responsible for such adherence during their participation in the exhibition.

#### **4. Stand allocation and alteration of stand space**

- (1) Stands will be allocated on the basis of exhibition-specific criteria. Exhibitors are not entitled to any particular position, stand size or stand type, regardless of any positioning proposal that may have been made on the registration form.
- (2) When allocating stands, Messe Frankfurt is entitled to take into account the product groups to which the registered articles belong; Messe Frankfurt shall determine the product group to which the exhibitor is to be allocated. Messe Frankfurt may offer the exhibitor a selection of other stand sizes.
- (3) Messe Frankfurt shall be entitled to make changes to stands or to stand allocations even after confirmation has been issued, insofar as it has a substantial interest in such measures due to special circumstances.
- (4) It is standard practice to rent the exhibition space with a complete stand. Should an exhibitor, in an exceptional case, rent only a stand area with no structure on it, for design reasons a stand plan with proposed design must be submitted to Messe Frankfurt for its approval by the deadline set out on the registration form. Should the plans not be received in proper time, or should approval not be given, a complete stand will be built for the exhibitor and charged to him. The only equipment on the empty exhibition space will be an electrical connection.
- (5) In the event of such measures, the exhibitor shall not be entitled to make claims against Messe Frankfurt for rescission or damages, except in cases of intent or gross negligence. Nevertheless, the exhibitor shall have the right to rescind the contract in the event that Messe Frankfurt offers them an area of less than 50% of the contracted size.

#### **5. Conclusion of Contract of Participation**

- (1) Acceptance as an exhibitor is issued in the form of written stand confirmation giving details of the stand. This constitutes a legally binding Contract of Participation between the exhibitor and Messe Frankfurt. The Contract of Participation is valid for the period of time specified.
- (2) The Contract of Participation applies only to the registered exhibitor or, in the case of joint stands, to the joint stand organiser and the participants sharing their stand. It is not permitted for third parties or other companies to be included or represented on all or part of the confirmed stand, even free of charge. An exchange of stands is only permissible with the prior written consent of Messe Frankfurt. If this provision is breached, Messe Frankfurt is entitled to terminate the contract without notice and to have the stand cleared at the exhibitor's expense.
- (3) The Contract of Participation is only valid for the products specified in the registration form and approved by Messe Frankfurt. In the event that the exhibitor wishes to alter their exhibition range, they must inform Messe Frankfurt of their intention to add new products and/or omit products in good time prior to the beginning of the event to enable Messe Frankfurt to issue its consent after making any investigations necessary and undertaking any measures required. If Messe Frankfurt is notified less than two months prior to the start of the event, it cannot guarantee that it will be able to make the enquiries necessary for acceptance. If the exhibitor alters their product range or its composition without the consent of Messe Frankfurt, meaning that these no longer correspond with the details stated in the registration form, Messe Frankfurt shall be entitled to terminate the contract without notice. No claims for damages may be made against Messe Frankfurt by the exhibitor in this regard.

#### **6. Terms of payment, termination in the event of non-payment and insolvency, lien**

- (1) In return for the right to participate in the event and to use the exhibition space, the exhibitor shall pay a fee (stand rent) to Messe Frankfurt. The prices applying to the event are specified in the registration form, service folder, price lists etc.
- (2) The exhibitor will usually be sent an invoice for the stand rent together with the stand confirmation. VAT at the current rate must be added to all prices, which are to be paid in euros. The invoice is payable six (6) weeks prior to the start of the event. If, after an invoice has become payable, the exhibitor applies for and is allocated a larger space than originally granted, the additional amount will be payable immediately. The payment is to be made in due time so that Messe Frankfurt can make use of it in its bank accounts, free of charges, by the date specified.
- (3) Objections to invoices must be made in writing within 14 days of receipt. The invoiced sum may not be offset against non-recognised claims against Messe Frankfurt.
- (4) Stand confirmation is subject to full settlement of all outstanding and payable claims of Messe Frankfurt against the exhibitor. Stand confirmation issued despite outstanding and payable claims is subject to the condition that such outstanding accounts be settled immediately on receipt of stand confirmation. If these outstanding claims are not settled immediately, Messe Frankfurt is entitled to withdraw from the Contract of Participation at any time and to make other use of the exhibition area in question.
- (5) Stand confirmations are issued to new exhibitors on the condition that the stand rent is paid within the period prescribed (Section 6 (2)); failing this, Messe Frankfurt is entitled to terminate the Contract of Participation and to make other use of the exhibition area in question. New exhibitors are exhibitors who did not participate in the corresponding prior event.
- (6) In the event of insolvency proceedings relating to the exhibitor or inability to pay on the part of the exhibitor during the period covered by the contract, the exhibitor shall inform Messe Frankfurt immediately.
- (7) Messe Frankfurt is entitled to give notice of termination of the Contract of Participation, by registered mail sent to the last known address of the exhibitor, without observing the periods specified for notice and irrespective of the continued liability of the exhibitor for the entire stand rent, if
- an application for insolvency proceedings has been filed or such proceedings commenced relating to the exhibitor or the exhibitor has discontinued payment or
  - the stand rent has not been received (or not received in full) by the specified payment deadlines.
- After receipt of notice of termination, Messe Frankfurt may make other use of the exhibition area in question. In the event of an occurrence as defined in lit. a, Messe Frankfurt can refuse acceptance for future events. The exhibitor is not entitled to claim damages from Messe Frankfurt.
- (8) To cover all obligations not fulfilled by the exhibitor, Messe Frankfurt has a lien on the stand equipment and exhibits belonging to the exhibitor. Messe Frankfurt may, if the commitment is not fulfilled within the time specified, have the attached articles auctioned or, providing they have a market price or are quoted on the stock exchange, sell them on the open market, having given the exhibitor notice of intent one month prior to sale. Messe Frankfurt is not liable for damage to or loss of the attached goods.
- (9) Section 562a sentence 2 of the German Civil Code (BGB) does not apply.

## **7. Media packages**

(1) In order to ensure that exhibitors and their products enjoy optimum visibility and can be found easily, and thus to provide their customers and visitors with a comprehensive range of information possibilities, Messe Frankfurt offers state-of-the-art information channels for its events. The media offerings through these channels are made available to exhibitors in media packages.

(2) The media packages include the publication of exhibitor data

- in the printed version of the official trade fair catalogue
- on the event's internet website

(3) The exhibitor shall undertake to commission their entry in the catalogue and on the event website in line with the specified conditions. In order to ensure that the information in the catalogue and on the event website is complete, Messe Frankfurt is authorised to order the inclusion of data in the catalogue and on the event website for those exhibitors for whom the publisher and/or internet service provider has not received an order by the specified submission date, and shall do so at the exhibitor's expense; this shall be done based on the documentation available to Messe Frankfurt, and Messe Frankfurt shall not be responsible for the correctness of such data. An entry in the catalogue supplement shall be deemed equivalent to an entry in the catalogue in this regard.

(4) By having their data entered in Messe Frankfurt's online media, the exhibitor consents to the receipt of queries via electronic systems (including email) from online users. Messe Frankfurt assumes no responsibility for the data, information and content used by online users and disclaims all liability in this regard. Exhibitors are prohibited from using the addresses, contact details and email addresses acquired by using online media for purposes other than contractual and pre-contractual communication. In particular, exhibitors may not use this data to send unwanted advertising (spam).

(5) Messe Frankfurt makes use of service providers for the entries in the various information systems. A catalogue publisher will be commissioned with the entire layout, production and distribution of the catalogue. The publisher's address is given in the registration documentation. Other service providers are commissioned with the operation of the event website and the customer support this entails. They will enter the information provided to them into the systems and take responsibility for maintaining and updating data. The address and contact number of the service provider for the event website can be found in the registration documentation.

(6) Only event-related exhibits may be specified for inclusion in the catalogue and on the event website; with regard to the catalogue, they must also comply with the specified nomenclature. This shall also apply to additions to the text which are necessary for the entry in order to improve clarity. Exhibits that are not linked to the theme of the event will not be included in the catalogue or on the event website at the behest of Messe Frankfurt. The specification of price information in the catalogue or online on the event website is not permitted.

(7) The descriptions and images provided by the exhibitor for publication in the catalogue and on the event website must not infringe the rights of third parties. The exhibitor shall indemnify Messe Frankfurt against any and all third-party claims in this regard.

## **8. Event schedules, postponement and alteration of event length, cancellation or abandonment of the event**

(1) The duration of the event is specified in the registration form. During this period, the event is open for exhibitors and visitors daily from 09:00 a.m. to 6:00 p.m., unless individually specified otherwise. Access to the exhibition grounds is not permitted outside of these times.

(2) Specified times prior to and after the event can be used by the exhibitor for stand set-up and dismantling. Further details are given in the service folder. Only in exceptional circumstances can set-up and dismantling work be carried out outside of this period and then only for an additional fee and with the prior written consent of Messe Frankfurt. Messe Frankfurt reserves the right to change contractual set-up and dismantling times at short notice insofar as it has a substantial interest in such measures owing to special circumstances; as far as legally permissible, the exhibitor shall have no claim to damages.

(3) Insofar as it has a substantial interest in such measures due to special circumstances, Messe Frankfurt is entitled to change the time and/or venue of the event and to alter the length and/or opening hours of the event.  
If the time, length or venue of the event is changed, the contract will be deemed to be for the new time and/or event venue; there are no rights of rescission whatsoever ensuing therefrom nor from any alteration to the hours of opening. No claims for damages can be made under such circumstances.

(4) If the event is not held for reasons for which Messe Frankfurt is not responsible or due to force majeure, Messe Frankfurt has the right to cancel the event altogether or to hold it on a new date. The exhibitor shall be notified accordingly. If the event is rescheduled, the exhibitor shall have the right to cancel their participation on the new date, providing they do so within one week of receipt of notification of the new date.

(5) If the event is abandoned, once opened, owing to circumstances for which Messe Frankfurt is not responsible, rescission of the contract and submission of a claim for damages are excluded. The same shall apply if Messe Frankfurt, by reason of force majeure or other such circumstances beyond the control of Messe Frankfurt, is forced to close or clear several areas of the event or even the entire exhibition area either temporarily or for a longer period of time. This also includes any restrictions on utilisation of the contractual stand area or access to it which may ensue due to reorganisation or reconstruction measures or due to regulations and instructions issued by the appropriate authorities. Under such circumstances, Messe Frankfurt will endeavour to provide an alternative solution, yet in no way acknowledges a legal obligation to do so.

## **9. Use of the stand, damages and liability in the event of non-participation, cancellation fees, termination without notice**

(1) The exhibitor undertakes to use the stand for the duration of the event in accordance with the terms and conditions relating to event participation and to keep the stand sufficiently manned at all times during the hours of opening (compulsory presence). In addition, the exhibitor must use the stand in compliance with acceptance criteria and in a way that is in keeping with the stand size and the exhibits on display. Putting up posters outside of the areas allocated for this purpose and the placement of advertising materials, additional clothes stands, busts or furniture for the presentation of products is forbidden. Messe Frankfurt has the right to inspect such use.

(2) If the exhibitor, although registered and accepted, does not participate in the event for any reason whatsoever, Messe Frankfurt is entitled to allocate the stand to another user. If Messe Frankfurt is not able to reallocate the stand that has become free, it has the right to design it at the exhibitor's expense.

(3) Under all circumstances, the exhibitor is fully liable for the entire stand rent. This does not affect Messe Frankfurt's obligation to limit avoidable consequences.

(4) If the exhibitor fails to participate in the event, cancellation fees of €375.00 will be charged, regardless of whether the stand is re-rented or not.

(5) This also applies if the allocated stand has not been occupied by 10:00 a.m. on the day on which the event begins or if the stand has been completely or partially cleared before the end of the event or is no longer manned or if the products registered and accepted are not exhibited.

(6) In the event of a breach of one of the obligations set forth above, the exhibitor can be excluded from future events by Messe Frankfurt. The exhibitor is not entitled to claim damages.

## 10. Exhibits

(1) During the event, the stand must be furnished with the exhibits which have been registered and accepted for display. It is not permitted to exchange exhibits for different exhibition samples.

During the hours of opening, articles on display may not be concealed.

(2) The manufacture of articles on the stand itself may only be carried out with the special permission of Messe Frankfurt.

To demonstrate machines, appliances, plants, instruments etc., the regulations on the installation and demonstration of machines and instruments (see also Technical Guidelines) are applicable, as well as any additional special regulations.

(3) Section 3 (8) shall apply if these obligations are breached.

## 11. Visitor authorisation

(1) Trade buyers and other trade visitors are authorised to visit the event.

Messe Frankfurt is entitled to carry out appropriate checks at the entrance and to refuse entry to visitors who are not in keeping with the purpose of the event.

(2) Messe Frankfurt may declare the event to be completely or partially open to the general public.

## 12. Sales activities, prohibition of over-the-counter sales, termination without notice if obligations are breached

(1) The exhibitor may accept orders and commissions from specialist trade buyers who furnish proof of their identity as such and may conclude contracts for performance outside of the event. The same applies to exhibits which are to be delivered once the event has finished.

(2) No open price labelling is permitted, either on the stands or on the exhibits or in the fair catalogue or on advertising material.

(3) Over-the-counter sales, i.e. the sale and provision of goods, including samples, as well as the sale of food and drinks, are not allowed at the event itself (including cash sales). This also applies to the final day of the event. Furthermore, free exhibition samples may only be delivered once the event has finished.

(4) Sales which do not serve the commercial purposes of the purchaser – this also applies to buyers from other sectors – are not allowed, even if this involves entering into contracts for performance after the event has finished. This also applies to any periods in which the general public is admitted to the event.

(5) Violations (breaches of obligations as defined in Section 22 (6)) of Section 12 (2), (3) or (4) entitle Messe Frankfurt to close the stand immediately and to exclude the exhibitor from future events, without prejudice to the exhibitor's continuing liability for full stand rent. The exhibitor is not entitled to claim damages.

(6) Messe Frankfurt is authorised to make all necessary checks, including checks on persons and their luggage, within the exhibition grounds and at the exits.

## 13. Advertising

(1) The inside area of the stand may be used by the exhibitor for advertising their own exhibits only.

(2) Messe Frankfurt may issue regulations relating to the design of the outer stand areas, taking account of the overall impression to be made by the exhibition.

(3) Publicity measures outside of the boundaries of the stand may not be implemented either on the exhibition grounds or in their direct vicinity; this condition also applies to the use of persons for publicity purposes, as well as the distribution or affixing of any kind of advertising material, such as leaflets, posters, stickers etc., in the aisles of the exhibition halls, on the exhibition grounds, in the direct vicinity of the exhibition grounds, or in car parks used for the trade fair. Similarly, no surveys, tests, competitions, prize draws or contests may be carried out outside of the stand; test surveys conducted by Messe Frankfurt are exceptions to this rule.

(4) The following advertising measures are not permitted, even on the stands:

- Any measures which constitute a breach of legal and administrative regulations or technological principles or which are contrary to accepted principles of morality
- Any measures containing ideological or political subject matter
- Any measures which disturb other exhibitors, e.g. due to acoustic or visual irritations (such as flashing lights, tickers, loudspeaker announcements etc.), accumulation of dust, soiling of the flooring etc.
- Any measures interfering with the flow of visitors, especially those which cause congestion in the hall aisles and are thus detrimental to the running of the event
- Any measures comprising a decoration of the stands with flags, pennants, banners etc.
- Any measures involving the exhibition of live animals
- Any measures constituting third-party publicity, as well as any measures citing the names of suppliers, customers or other companies
- Any measures promoting other fairs and exhibitions that can be regarded as competitor events
- Any measures which violate official instructions and orders, particularly those of the fire department.

(5) In exceptional circumstances, balloons may be used within the stands, provided that they are filled with safety gas and the prior consent of Messe Frankfurt Exhibition GmbH has been obtained.

For demonstrations, only approved safety materials and demonstration appliances tested by the VDE (Association of German Electrical Engineers) may be used. When inspecting the event, the local fire department will check that these regulations have been observed.

(6) The use of the logo and lettering of Messe Frankfurt or of the event requires the written consent of Messe Frankfurt.

(7) The exhibitor is entitled to distribute press material at their own press conferences and within the confines of their own stand only.

(8) Film, slide, video and other audio and visual demonstrations (including electronic media) are only permitted with the prior consent of Messe Frankfurt. Other exhibitors must not be disturbed by them and visitors must not be hindered in any way.

(9) For musical presentations using all types of sound or visual media, the performing rights must be acquired from GEMA (society for musical performing and mechanical reproduction rights):

GEMA  
Gesellschaft für musikalische Aufführungs- und mechanische Vervielfältigungsrechte  
Bezirksdirektion Stuttgart  
Herdweg 63  
70174 Stuttgart  
Germany  
Phone: +49 711 22 52-794  
Fax: +49 711 22 52-800  
messe@gema.de  
www.gema.de

The exhibitor is required by law to apply to GEMA for the appropriate permit in due time before the start of the event.  
If the exhibitor fails to do so, claims for damages under Section 97 of the German Copyright Act (Urheberrechtsgesetz) may be made against them.  
Under no circumstances can Messe Frankfurt be held liable.

(10) Messe Frankfurt is entitled, at the exhibitor's cost, to remove all advertisements which have been put up without permission and to stop any publicity measures which have been implemented without permission, without Messe Frankfurt being required to first speak to the exhibitor or take legal action.

#### **14. Visual and sound recordings**

(1) Making visual and sound recordings of any kind (including sketches) of exhibition samples or exhibition stands is prohibited.  
In the event of violations, Messe Frankfurt is entitled to confiscate and store sketches and exposed/recorded material at the exhibitor's expense.  
Activities of the media – such as radio, television, film, daily and trade press – for the purpose of press coverage are not affected by this provision.

(2) The exhibitor is, however, entitled to make visual and sound recordings or drawings of their own stand and products exhibited during the hours of opening of the event. Messe Frankfurt has authorised photographers who can be identified by their official Messe Frankfurt Exhibition GmbH identity cards and are authorised to take photographs of the stand for the exhibitor.

(3) Messe Frankfurt and its subsidiary companies are entitled to make, or to have made on their behalf, visual and sound recordings, as well as sketches of exhibition stands or individual exhibits, for the purposes of documentation or for their own publications. This also applies to any persons included in such recordings.

#### **15. Protection of registered designs**

(1) For the event, Messe Frankfurt will apply for temporary protection for registered designs and trademarks under the terms of the law of 18 March 1904, as amended on 1 July 1980, covering fairs and exhibitions in the Federal Republic of Germany.

(2) Irrespective of this, it remains the responsibility of the exhibitor to safeguard appropriate exhibits against any breach of protection regulations and, in particular, to protect them from visual and sound recordings (including sketches).

(3) Exhibition protection for inventions to be registered as patents is not covered by the application under paragraph (1) above. It is the responsibility of the exhibitor to have their inventions registered in good time prior to the start of the event with the German Patent Office (Deutsches Patentamt):

Deutsches Patentamt  
Zweibrückenstrasse 12  
80331 Munich  
Germany  
Phone: +49 89 21 95 0  
Fax: +49 89 21 95 22 21

(for the Federal Republic of Germany) and/or under the terms of the European Patent Convention with the European Patent Office:

European Patent Office  
Erhardtstrasse 27  
80331 Munich  
Germany  
Phone: +49 89 2 39 90  
Fax: +49 89 23 99 44 65

#### **16. Exclusion of exhibitors and refund of stand rent**

(1) If, through a legal decision by a German court (judgement etc.), an exhibitor has been prohibited from exhibiting or offering products and services or from making advertising presentations of the same and if the exhibitor refuses to comply with the legal decision and to cease exhibiting or offering products and services or making an advertising presentation of the same on their exhibition stand, Messe Frankfurt can exclude the exhibitor from the current event and/or from future events, as long as the legal decision has not been set aside in a subsequent decision by a court of appeal. In such cases, the stand rent will not be refunded (either fully or partially). Messe Frankfurt is not obliged to check the correctness of the court ruling. There is no legal obligation to exclude the exhibitor affected by the court ruling.

(2) The same applies if an exhibitor breaches the internal regulations of Messe Frankfurt or if there are other reasons that justify the termination of the stand rental contract without notice.

(3) If a court ruling in accordance with paragraph (1) above should be set aside at a later time by a court of appeal, the exhibitor rightly excluded on the basis of the earlier court ruling has no right to claim damages from Messe Frankfurt.

## 17. Exclusion of liability

(1) Messe Frankfurt is not liable for damage, in particular the following:

- Damage to property or financial losses
- Damage caused by fire, water, explosion, violent attacks, storms or other instances of force majeure
- Damage caused by theft, burglary, breakdown of supply services (such as electricity, gas, water)
- Damage incurred as a result of the security regulations under Section 18
- Damage caused by the general public (in particular, by visitors to the event, other exhibitors, persons acting on their behalf or employees of Messe Frankfurt)
- Damage caused as a result of erroneous data given and measures taken by Messe Frankfurt, its employees and those acting on its behalf

(2) Excepted from the exclusion of liability detailed above are property damages and injuries to life, body or health caused by Messe Frankfurt due to intent or gross negligence.

(3) Also excepted from exclusion of liability are damages which are customarily insured in the industry and compulsory liability under the German Product Liability Act.

(4) In the event of slight negligence, Messe Frankfurt is only liable for breaches of major contractual obligations (cardinal obligations) or injuries to life, body or health.

(5) Insofar as Messe Frankfurt is also liable for slight negligence under paragraph (4) above, such liability is limited to €10,000.00. In such cases, liability for indirect damages and non-typical consequential damages is excluded. In the event of breaches of major contractual obligations under paragraph (4) above, the amount of liability payable by Messe Frankfurt is limited to the average loss typical of the contract concerned.

(6) Messe Frankfurt must be notified of any damage immediately.

## 18. Safety regulations, accident prevention, exhibitor's obligation to ensure public safety and other statutory and official regulations

(1) The exhibitor undertakes to observe all statutory, official and other accident prevention regulations, including those issued by the occupational accident insurance authorities, and any other safety directives during set-up and dismantling work and for the duration of the event.

Reference is made in this regard to the provisions of the current Model Ordinance on Places of Assembly (Musterversammlungsstättenverordnung).

(2) Members of the police, fire brigade, rescue services, Trade Supervisory Office, Building Supervisory Board, regulatory agencies and representatives of Messe Frankfurt must be given access to stands at all times. Their instructions are to be obeyed.

(3) Messe Frankfurt is entitled to check at any time that safety regulations are being observed. Messe Frankfurt is authorised to order the immediate rectification of a situation which does not conform to regulations at the expense of the exhibitor and to prohibit at all times any operation which is against regulations.

At any time, Messe Frankfurt may stop the operation of machines, appliances or other such systems and prohibit renewed operation if it considers this to constitute a danger or if other exhibitors or visitors are disturbed or inconvenienced by them. The decision of Messe Frankfurt is final.

(4) The exhibitor undertakes to observe instructions and directives given on the basis of public emergency regulations, e.g. smog directives, emergency laws etc.

(5) The exhibitor is liable for all damage to persons or property and all financial losses which have been culpably caused by their stand set-up and dismantling, stand equipment, exhibits and their operation or by their employees or those acting on the exhibitor's behalf.

(6) The exhibitor is responsible for ensuring public safety of the exhibition stand they have set up and/or are using. This applies particularly to stand safety and fire safety at the exhibitor's special and evening events.

(7) If local trade and sanitary permits are necessary, these are to be obtained by the exhibitor in good time prior to the start of the event and kept on hand at the stand.

(8) The exhibitor is responsible for observing all regulations concerning food processing and distribution, as well as veterinary matters. This also applies to samples distributed free of charge.

Distribution of drinks and food by the exhibitor against payment is not permitted (see also Section 12 (3)) as a general rule.

(9) Provisions laid down in the German Working Time Statute (AZO), the German Maternity Protection Act (MuSchG) and the German Youth Employment Protection Act (JArbSchG) are to be observed, insofar as individual provisions are not set aside by so-called market privileges.

(10) The provisions of the currently valid German Industrial Code (GewO), in particular in section IV ("Fairs, Exhibitions, Markets"), are to be observed.

(11) Abrasive cutting and grinding work and all work with an open flame

Messe Frankfurt must be notified in advance of any welding, cutting, soldering, thawing and grinding work. Work cannot begin until it has been approved and the permit issued.

The surrounding area must be adequately protected against hazards during such work.

## 19. Insurance

Messe Frankfurt does not bear the risk of insurance. It is recommended that the exhibitor take out adequate insurance coverage.

## 20. Enforcement of claims

All claims by the exhibitor must be made to Messe Frankfurt in writing no later than fourteen (14) days following the end of the event; claims made at a later date will not be considered and will lapse (preclusive period).

## **21. Place of performance and jurisdiction, German law**

- (1) The contracting parties expressly agree to Frankfurt am Main, Germany, as the sole place of jurisdiction for all claims and legal disputes arising from this contract, to the extent that said parties are merchants, legal bodies under public law or special funds under public law. The same applies if one of the contracting parties has no general place of jurisdiction in Germany.
- (2) As a substitute, the special jurisdiction of the place of performance as specified in Section 29 of the German Code of Civil Procedure (Zivilprozessordnung) is deemed agreed, with said place of performance resulting from the character of the contract under which the rent is payable at the location of the premises involved.
- (3) The court of jurisdiction shall also be Frankfurt am Main in the case of disputed dunning procedures. Once the dunning procedure takes the form of legal proceedings and the competent court of law at the debtor's general place of jurisdiction officially accepts the case, application is to be made for transfer to the competent court of law in Frankfurt am Main.
- (4) Furthermore, each contracting party is entitled to proceed against the other at the latter's place of residence or business.
- (5) Should individual provisions of this agreement be or become invalid, the validity of the remaining provisions shall not be affected. In such a case, both contracting parties undertake to replace any invalid provision with a valid provision that most closely achieves the commercial purpose intended by the invalid provision.
- (6) The German text and German law shall prevail when interpreting the General Terms and Conditions and all other conditions specified.

## **22. Acknowledgement and components of the contract, termination without notice if obligations are breached**

- (1) Both contracting parties acknowledge the General Terms and Conditions as being integral parts of the Contract of Participation which are legally binding for both parties. By submitting their legally binding registration form, the exhibitor declares this contract as being irrevocable both for themselves and for their employees and those acting on their behalf.
- (2) Integral parts of this contract also include, in particular:
  - a) The official registration form and the explanations relating to registration
  - b) The generally applicable Technical Guidelines
- (3) In addition, any special conditions or individual regulations shall become part of the contract insofar as they have been conveyed by Messe Frankfurt in good time to the exhibitor for their information, either together with the service folder or in some other way.
- (4) Messe Frankfurt reserves the right to modify or supplement the conditions or to waive them in exceptional circumstances; such alterations need to be made in written form. Verbal arrangements must be confirmed in writing by Messe Frankfurt before they can be considered valid.
- (5) Provisions included in the exhibitor's purchasing or order conditions that conflict with the agreements of this Contract of Participation are void, insofar as Messe Frankfurt has not given its express written consent to the individual exceptions requested by the exhibitor.
- (6) Violations of the terms agreed in the Contract of Participation constitute breaches of obligations as defined by law. In the event of serious breaches of obligations, Messe Frankfurt is entitled to pronounce and implement immediate exclusion from the event. This also includes termination of the Contract of Participation by Messe Frankfurt without notice. Any special regulations contained in the various individual conditions remain unaffected.