

Contractual bases

Participation in the events of Projekt 20drei10 GmbH or Projekt 20drei10 S.L. (hereinafter also referred to as "**Fair Organiser**") is subject exclusively to the Special Terms and Conditions below and the General Terms and Conditions that follow. Any deviating or supplementary terms and conditions of the exhibitor ("**Exhibitor**") shall not apply.

In the event of contradictions or inconsistencies, the parts of the contract shall apply in the following order

1. individual contractual agreements
2. Special Terms and Conditions
3. General Terms and Conditions.

Special Terms and Conditions for Participation in the Events of Projekt 20drei10 GmbH or Projekt 20drei10 S.L. (as of August 2023)

1. Start of planning:

Scheduling begins two months before the start of the event.

2. Opening hours:

The specific opening hours of the respective fair will be announced on the website of the respective event.

3. Dates for set-up and dismantling:

Set-up shall take place between 24 hours and a maximum of two hours before the start of the event, unless different set-up times are specified for the specific event.

Dismantling must be completed no later than six hours after the end of the event.

An extension of the set-up and dismantling time may be possible for an additional charge and in consultation with the Fair Organiser.

4. Stand space and stand construction:

The minimum size of a stand is 12m². The basis for dimensioning and calculation is the rectangular outer surface of the stand. Projections, pillars, fire extinguishing equipment and supports are not deducted. Stand areas can only be allocated in full metre figures (front width and depth). If additional exhibition walls or supporting devices are required for the erection of the exhibition walls, this shall be borne by the Exhibitor.

If Exhibitors do not use their own system or prefabricated stand, the stand area will be equipped with a stand by the Fair Organiser on request. This means that standardised Octanorm walls in white will be erected and provided with a fireproof base (B1 carpet). A flat-rate equipment fee of EUR 45.00 per m² of rented space will be charged for this.

5. Participation prices:

Please refer to the website of the respective event for the specific prices.

For hall standes with an accessible upper floor, an additional participation fee will be charged for the built-over area, which amounts to 50 % of the basic price.

6. Advertising fee, list of Exhibitors, online entry

For each main exhibitor, an entry will be made in the alphabetical exhibition directory of the Exhibitor catalogue (print), as well as online on the websites of the official event page on the internet. A fee of 295.00 EUR will be charged for this.

Co-exhibitors or Additionally Represented Companies within the meaning of Section A Item 3 of the General Terms and Conditions and their exhibits will be listed in the official exhibition catalogue and as an online entry after registration. If no naming of the additionally represented company in the catalogue is desired, this must be expressly noted on the registration form.

The advertising fee for Co-exhibitors charged to the main exhibitor amounts to EUR 390.00 per Co-exhibitor/additionally represented company.

7. Exhibitor passes

Each Exhibitor receives two exhibitor passes without charge. For an area of 12 m² or more, an additional exhibitor pass will be provided free of charge for each additional 10 m² of stand area or part thereof. The passes must be collected by the exhibitor from the Info Point during the set-up day as soon as the stand rental fee has been paid in full. Any additional exhibitor passes required can be purchased from the Fair Organiser at the regular purchase price. **No** separate work passes are required for set-up and dismantling.

8. Terms of payment

The Fair Organiser is entitled to make admission dependent on a reasonable advance payment or security deposit, e.g. in the form of a credit card guarantee or a down payment. As a rule, deposits amounting to 50% of the invoice amount, but at least € 1,500.00, are to be paid within seven working days.

General Terms and Conditions for Participation in the Events of Projekt 20drei10 GmbH or Projekt 20drei10 S.L. (as of August 2023)

A. Participant

1. Possible participants in the events of the Fair Organiser in the following "Fair" can be *Exhibitors, Co-exhibitors* and *Additionally Represented Companies*. They are hereinafter referred to as "Participants".
2. *Exhibitors* are those who register to participate in the event with their own stand, their own staff and their own range of products.
3. A *Co-exhibitor* is anyone who appears at an Exhibitor's stand with his own personnel and his own range of products. If an Exhibitor is also a manufacturer, any other company whose goods or services are offered by the Exhibitor/manufacturer shall be deemed to be an *Additionally Represented Company*. If an Exhibitor who is a distributor exhibits several goods and services of other companies, each additional company counts as an *additionally represented company*. Companies affiliated with the Exhibitor within the meaning of §§ 15 ff. AktG (German Stock Corporation Act) as well as companies that have other close economic or organisational relationships with the Exhibitor are also considered Co-exhibitors or Additionally Represented Companies under the aforementioned conditions, to which Item 4 applies.
4. Co-exhibitors and Additionally Represented Companies must be registered by the Exhibitor. Co-exhibitors and Additionally Represented Companies that have not registered may not exhibit on the Exhibitor's stand area without registration. Co-exhibitors and Additionally Represented Companies that have not registered can and may be excluded from the event by the Fair Organiser. The Fair Organizer is entitled to refuse the admission of Co-exhibitors and Additionally Represented Companies if circumstances exist that make admission appear unreasonable. For admitted Co-exhibitors or Additionally Represented Companies, an additional fee in the specified amount is to be paid.
5. The exhibitor shall impose on Co-exhibitors or Additionally Represented Companies the obligation to comply with all applicable contractual and statutory obligations and shall be liable for any violations as for its own violations.
6. The contractual partner of the Fair Organiser is exclusively the Exhibitor.
7. If several Exhibitors rent a stand area together, one of them must be authorised in the application to represent the other. Any declarations arising from and in connection with this contractual relationship shall be made and received by the authorised Exhibitor with effect also for and against the other Exhibitor. In this case, both Exhibitors shall be jointly and severally liable for all claims arising from this contractual relationship.

7. If an invoice is issued to a third party at the issuer's request after it has been issued, the Exhibitor shall nevertheless remain the debtor.

B. Registration procedure and conclusion of the contract

1. Registration for the Fair is to be made online via the event website or by e-mail to the Fair Organiser using the registration form. It must be completed in full and in particular also contain complete and accurate information on the Exhibitor's legal form and representation. The registration constitutes a contractual offer by the Exhibitor. Sending the registration form does not constitute a claim to admission. Registration may also be effected by means of an individually submitted offer on the basis of the Special Terms and Conditions and the General Terms and Conditions.
2. The Exhibitor is bound by the registration until two weeks after the start of the planning period as stated in the Special Terms and Conditions. Cancellation by the Exhibitor within the binding period is only possible against payment of a processing fee in accordance with section H.1.
3. With the registration, these "General Terms and Conditions" and the "Special Terms and Conditions", the "House Rules" (<https://www.messefrankfurt.com/content/dam/messefrankfurt-redaktion/corporate/documents/en/downloads/20200921-mf-hausordnung-englisch.pdf>) (https://fibes.es/wp-content/uploads/2023/03/Dossier-Fibes-Ed05_ing.pdf) to be requested as well as the "Technical Guidelines" (<https://www.messefrankfurt.com/content/dam/messefrankfurt-redaktion/corporate/documents/en/services/technical-information/Messe-Frankfurt-Technical-Guidelines.pdf>) and the Info sheet (https://shishamesse.de/downloads/shishamesse-de/2024/Info-Sheet_2024.pdf) are acknowledged. The Exhibitor is responsible for compliance with these requirements by all persons employed by it at the Fair and the participants additionally registered by the Exhibitor.
4. The contract is only concluded upon admission (acceptance of the contract offer) by the Fair Organiser. This can be done in writing or by implication (e.g. by sending the invoice).

C. Admission

1. The Fair Organiser notifies the Exhibitor of acceptance of his offer by means of admission and communicates the stand allocation in writing.
2. The Fair Organiser decides on the admission of the Exhibitor and the registered items to the Fair.
3. The Fair Organiser may, for objectively justified reasons, in particular if the space available is insufficient, not admit individual Exhibitors and, if it is necessary for the achievement of the purpose of the Fair, restrict the Fair to certain groups of participants.
4. The Fair Organiser is also entitled, for objectively justified reasons, to restrict the registered exhibits and to change the registered area and stand position, insofar as this is reasonable for the Exhibitor, taking into account his legitimate interests.
5. Any objections by the Exhibitor to the stand allocation must be notified to the Fair Organiser in writing within one week of receipt of the stand allocation. Otherwise, the stand allocation, including any notified changes to the application, shall be deemed to have been accepted.

D. Permitted articles

1. Exhibitors may only present, offer or accept orders for the exhibits specified in the confirmation of admission and only in the space allocated in the confirmation of admission.
2. Non-permitted items may be removed by the Fair Organiser at the Exhibitor's expense, in case of imminent danger even without prior warning.
3. Goods or services whose use, possession or availment is not permitted in the country of exhibition must be clearly and legibly marked.
4. Exhibitors must have unrestricted authority to dispose of the registered exhibits and must carry any necessary official permits and authorisations with them in a presentable form.
5. Descriptions and brochures of the exhibits to be displayed or the services to be presented must be submitted at the request of the Fair Organiser.

E. Placement

1. The Fair Organiser shall be responsible for the placement at its own discretion in accordance with the available space. Placement requests by the Exhibitor are non-binding and will only be taken into account if possible. The chronological order of receipt of the application is not decisive for the placement.

2. The Fair Organiser is authorised - even after admission - to relocate the stand within the hall for objectively justified reasons, insofar as this is reasonable for the Exhibitor, taking into account his legitimate concerns, without this entitling him to withdraw from the participation or to reduce the participation costs. Under the aforementioned conditions, this also applies to the allocation of a stand type deviating from the application (e.g. row stand instead of corner stand, head stand instead of block stand).

F. Unauthorised surrender of the stand area

An exchange of the allocated stand space with another Exhibitor and its partial or complete transfer or subletting to third parties is not permitted without the consent of the Fair Organizer.

G. Fees, payment terms and conditions

1. The amount of the participation fees results from the registration form and the Special Conditions of Participation; the amount will be invoiced to the Exhibitor by the Fair Organiser. Objections against the invoice can only be considered if they are received in writing by the Fair Organiser within 14 days of receipt of the invoice.
2. All fees and remunerations stated in the registration, in these General Terms and Conditions and in the Special Terms and Conditions are exclusive of value added tax, which will be added at the respective statutory rate, where applicable.
3. The Fair Organiser is entitled to demand a reasonable advance payment or security deposit for expected additional remuneration, for example for energy consumption or other services. Item 8 of the Special Terms and Conditions remains unaffected.
4. The total invoice amount is due without deduction immediately upon receipt of the invoice.
5. All invoice amounts are to be transferred free of charge and in euros to the account stated in the invoice, quoting the customer and invoice number.
6. The Fair Organiser is entitled to make the occupation of the stand area and the handing out of exhibitor passes dependent on the prior, complete and punctual payment of the invoice.
7. Should the Exhibitor be in arrears with the fulfilment of his payment obligations, the Fair Organiser reserves the right to terminate the contractual relationship with immediate effect for good cause after setting a reasonable grace period.
8. If an Exhibitor fails to meet his payment obligations, the Fair Organizer is entitled to retain the exhibition objects and stand furnishings and to have them auctioned off at the Exhibitor's expense, or, if they have a stock exchange or market price, to sell them on the open market, in each case after prior written notice.

H. Non-participation of the exhibitor

1. Cancellation of participation by the Exhibitor is possible until admission (which can also be implied by sending the invoice). However, in the event of cancellation within the binding period regulated under B.2, the Exhibitor shall owe a processing fee of EUR 199.00. The Exhibitor shall retain the option of proving that the Fair Organiser has incurred no expense or only a significantly lower expense.
2. Non-participation of the Exhibitor despite admission does not release him from his contractual obligations. In particular, the Exhibitor shall remain obliged to pay the contractually owed fees, subject to the provisions of item 3 below.
3. In the event of non-participation by the Exhibitor, the Fair Organiser is entitled to allocate the unused stand space elsewhere or to arrange the stand distribution elsewhere at the Exhibitor's expense in order to ensure a cohesive appearance of the fair. The Fair Organiser must take into account any additional income generated by re-letting the stand space. Re-letting within the meaning of the provision in sentence 2 does not include the case where, for visual reasons, the space not used by the non-participating Exhibitor is allocated to another exhibitor without the Fair Organiser generating any further income from this or/and the allocated stand space is let to another exhibitor as a result of re-measurement, but the total space available for the event cannot be fully let. The Fair Organiser is entitled to reject for good cause a substitute participant provided by the Exhibitor.
4. The Exhibitor shall be liable for any costs and expenses actually incurred by the Fair Organiser as a result of his cancellation, unless he can prove that he is not responsible for the non-participation. In the event that the allocated space is rearranged, the Fair Organiser shall be entitled to demand a flat-rate fee from the exhibitor amounting to 20 % of the invoiced stand rent. In any case, the Exhibitor shall be entitled to prove that the Fair Organizer has incurred no or less damage or expense. The Fair Organiser reserves the right to prove that it has incurred greater damage.

5. In the event of non-participation of a Co-exhibitor and/or Additionally Represented Company, the obligation to pay the fee for its admission remains unaffected.

I. Cancellation by the Fair Organiser, interruption, postponement and change of duration of the event

1. If the Fair Organiser is prevented from holding the event in whole or in part for reasons for which it is not responsible and which occur after conclusion of the contract, it is entitled, depending on the extent and duration of the hindrance, to cancel the event, to relocate it and/or change its time, to change its duration to a reasonable extent, or - if space conditions, official orders or other serious circumstances so require - to relocate the Exhibitor's stand area and/or change its dimensions. Impediments within the meaning of sentence 1 include, but are not limited to, bomb threats, terror (including terror warnings), sabotage, strikes or strike-like activities, war or war-like conditions, pandemics or epidemics, natural disasters such as earthquakes or floods, as well as laws, ordinances, decrees or official measures that prohibit an event, restrict its basic features to such an extent that it is no longer reasonable to hold it, or recommend that it be cancelled. Insufficient supply of electricity or heat shall also be deemed to be a reason for hindrance, unless they are only of short duration or are the fault of the Fair Organiser.
2. The Fair Organiser shall inform the Exhibitor of the occurrence of such an impediment and its consequences immediately after becoming aware of it.
3. In the event of a change in location or time for the reasons stated under item 1, the Exhibitor shall be entitled to terminate the contract within seven days of receipt of the notification of change. Claims for damages against the Fair Organizer are excluded in this case, unless the change is due to the fault of the Fair Organizer or its vicarious agents.
4. If the event is cancelled for the reasons stated in item 1 or in the event of termination in accordance with item 3, the Fair Organizer shall be entitled to invoice the Exhibitor for the services it has provided for the Exhibitor up to that point, the amount of which it shall determine at its reasonable discretion, taking into account the original price calculation (Section 315 of the German Civil Code), unless the Fair Organizer is responsible for the cancellation of the event or the reason for its postponement.
5. If the Fair Organiser has to shorten a Fair that has already begun for the reasons stated in item 1, the Exhibitor's obligation to pay the participation fee shall remain unaffected. Should a significant shortening of the Fair lead to a saving of expenses for the Fair Organizer, the latter will, however, allow these to be offset accordingly.
6. Weather-related interruptions of events which, as agreed, take place wholly or partly outside closed premises shall not entitle the Exhibitor to a reduction of the fee owed. In the event of a weather-related interruption of the event, the above provisions shall apply accordingly.

J. Stand construction, equipment and design

1. All stand and other event areas shall be measured and marked by the Fair Organiser. In case of doubt, the fair organizer has a right of determination according to equitable discretion (Section 315 of the German Civil Code, BGB). If deviations in the stand dimensions confirmed by the trade fair management become known during assembly, the trade fair management must be informed immediately. The Fair Organiser reserves the right to relocate entrances and exits, emergency exits and passages for compelling technical reasons, in particular for safety reasons.
2. The Exhibitor is obliged to erect a trade fair or exhibition stand (stand) on the rented stand area and to move into it appropriately in good time before the date specified in the Special Terms and Conditions. If the stand is not occupied in good time, the Fair Organiser may terminate the contractual relationship with immediate effect for good cause after prior warning.
3. Stand and construction material may only be placed and deposited on the area of the Exhibitor's own stand. Empty containers must be removed immediately. Passages are to be kept free of any stand and building materials at all times. The setting up and presentation of exhibits or advertising materials of any kind in the aisles and in front of (emergency) exits is also prohibited.
4. Exhibits, stand equipment and/or objects which were not mentioned in the application or which, due to their appearance, odour, poor cleanliness, noise or other characteristics, are unacceptably disruptive or annoying with regard to the smooth running of the Fair, must be removed immediately by the Exhibitor at the request of the Fair Organiser. If they are not removed within a reasonable period of time despite a request to do so, the Fair Organizer may have them removed at the Exhibitor's expense and/or terminate the contractual relationship with immediate effect for good cause.

5. Design and equipment of the stand are the responsibility of the Exhibitor. However, the specific criteria of the Fair and all agreed provisions of the Fair Organiser must be taken into account, in particular the "Technical Guidelines". The Fair Organiser may require the submission of dimensionally accurate designs and stand descriptions. The name or the complete and correct company name and the address or registered office of the participant must be made clearly visible by means of stand lettering. Companies commissioned with the design or construction must be notified to the Fair Organiser.
6. The stand must be properly equipped and staffed with competent personnel during the set opening hours for the entire duration of the event as specified in the Special Terms and Conditions.
7. If the design and/or equipment of a stand does not comply with the relevant specifications, the Fair Organizer may demand that the stand be modified accordingly by the Exhibitor at the Exhibitor's expense. If this request is not complied with within a reasonable period of time, the Fair Organiser is entitled to effect a change at the Exhibitor's expense or to terminate the contractual relationship with immediate effect for good cause.
8. Exceeding the specified height limits for the stands requires the consent of the Fair Organiser and, from a height of 4 metres, a structural analysis approval at the exhibitor's expense. The same applies to the exhibition of particularly heavy exhibits for which foundations or special devices are required.

K. Dismantling

1. Before the start of the dismantling times specified in the Special Conditions of Participation, the Exhibitor is neither entitled to remove exhibits from the stand area nor to start dismantling the stand.
2. Dismantling and restoration to the original condition must be completed by the time of the end of dismantling specified in the Special Terms and Conditions at the latest.
3. If the Exhibitor defaults on dismantling the stand or clearing the stand area, the Fair Organizer is entitled to dismantle the stand and/or clear the stand area at the Exhibitor's expense or to have this done. Insofar as this is possible and reasonable, the Fair Organizer will first request the Exhibitor to remedy the situation within a reasonable period of time. The Fair Organizer is not responsible for any objects or goods left behind by participants on the event premises, including those sold to a third party during the event. The Fair Organizer is entitled to store or have stored goods that have not been dismantled and removed on time at the expense and risk of the Exhibitor. Insofar as this is possible and reasonable, the Fair Organizer will first request the Exhibitor to remove the goods within a reasonable period of time.

L. Advertising, Stand activities

1. Advertising space and measures of any kind require a separate application and written approval by the Fair Organiser.
2. Advertising of any kind is only permitted within the exhibition stand for the participants' own company and only for the products manufactured or distributed by the participants, insofar as these have been registered and approved.
3. Loudspeaker advertising as well as other sound reinforcement measures and image, film, video or computer presentations or other measures involving not entirely insignificant emissions require the written consent of the Fair Organiser and are at its discretion. The same applies to the use of other devices and equipment intended to achieve an increased advertising effect in a visual and/or acoustic manner. This applies accordingly if the presentation of exhibits generates noise or other emissions or is a nuisance. Any conditions (e.g. maximum volume) to the consent of the Fair Organiser must be strictly complied with. Non-compliance may result in the revocation of the consent.
4. The Fair Organiser is entitled to prevent unauthorised measures of the aforementioned kind at the Exhibitor's expense without the involvement of judicial or police assistance and to remove them himself or have them removed. Permits already issued may be restricted or revoked in the interest of maintaining orderly trade fair operations, insofar as no other remedy is possible.
5. If music is played, it is the responsibility of the Exhibitor to obtain the appropriate performance permit and to pay all necessary fees for this.
6. The carrying around or driving of advertising media on the exhibition grounds and the distribution of printed matter and samples outside the stand are only permitted with the express and written permission of the Fair Organiser.

7. Addressing and questioning visitors outside the stand for advertising purposes is strictly prohibited. In the event of a violation, the Fair Organiser is entitled to terminate the contractual relationship with immediate effect for good cause.
8. Political advertising and/or political or religious statements are not permitted. In the case of political or religious statements or political advertising that is likely to disturb the peace at the fair or public order, the Fair Organiser is entitled, but not obliged, to demand that the measures cease and any objects be removed. In the event of non-compliance with the request, the Fair Organiser is entitled to terminate the contractual relationship with immediate effect for good cause.
9. Raffles, auctions and auction sales, regardless of whether they have a non-material or commercial purpose, are strictly prohibited. Exceptions require the written consent of the Fair Organiser.
10. Screens and monitors for demonstrations must be positioned far enough away from the aisle fronts so that interested parties have to enter the stand area to view them in order not to interfere with visitor traffic in the aisles.

M. Direct and cash sales

Direct and cash sales (hand sales) to trade fair visitors are permitted under the conditions set out hereinafter. Excluded from this are food and beverages of any kind. For the purpose of direct sales, the objects for sale must be marked with clearly legible price labels in compliance with the provisions of the Price Indication Ordinance (PAngV). The Exhibitor undertakes to comply with all statutory provisions. In particular, it is pointed out that smoking offers may only be issued to persons of legal age.

N. Guarding, cleaning, waste disposal

1. The guarding and supervision of the stand during the daily opening hours of the event is the sole responsibility of the Exhibitor, including during the construction and dismantling periods. The Fair Organiser shall only provide general supervision of the halls and the fairgrounds outside the opening hours of the event. The Fair Organiser does not provide services for the care, custody or other protection of the interests of the participant. Valuable, easily removable items must be locked up by the Exhibitor at night.
2. The Fair Organiser shall ensure the general cleaning of the grounds and hall aisles. The cleaning of the stand and the stand area is the responsibility of the Exhibitor and must be completed daily before the opening of the event. The use of own cleaning staff is only permitted one hour before and after the daily opening hours of the respective event.
3. In the interest of environmental protection and environmentally friendly exhibitions, the Exhibitor is obliged to reduce packaging and waste. This also applies to the use of brochure material. If separate waste disposal systems are used, the Exhibitor must participate in these and also bear any waste costs incurred on a pro rata basis in accordance with the polluter-pays principle.
4. If the Exhibitor has left rubbish behind after clearing the stand area, the Fair Organiser is entitled to dispose of it at the Exhibitor's expense, after the end of dismantling even without prior warning.

O. Photography and other image recording

1. Commercial image recordings of any kind, in particular photography and film, video and other image recordings, are only permitted within the exhibition grounds to persons who have been authorised for this purpose by the Fair Organiser and are in possession of a valid pass issued by the Fair Organiser. Stand photographs that are to be taken outside the daily opening hours and require special lighting require the prior consent of the Fair Organiser. The costs arising from this shall be borne by the Exhibitor.
2. The Fair Organiser and - with the consent of the Fair Organiser - the press, radio and television are entitled to have photographs, drawings and sound, film, video and other image recordings made of the Fair, the exhibition structures and stands and the exhibited items and to use them free of charge for advertising the services of the fair organiser or press publications. The rights of any persons depicted on the basis of personal rights and data protection law shall remain unaffected by this.

P. Legal provisions, Industrial property protection

1. The Exhibitor is obliged to observe all relevant statutory and official regulations, including those of a labour and trade law nature, environmental, fire protection and accident prevention regulations. He shall constantly monitor compliance with these regulations by the persons employed by him at the event, the other participants registered by him and other vicarious agents and, in the event of a breach, intervene

and/or draw the attention of the Fair Organiser to the breaches. The procurement of trade, health, police or other official permits or authorisations is the sole responsibility of the Exhibitor.

2. The Exhibitor is also responsible for observing and securing copyright or other industrial property rights to the exhibits and services of third parties. In the event of proven infringements of industrial property rights for which the participant is responsible, the Fair Organiser is entitled to terminate the contractual relationship with immediate effect for good cause.

Q. House rules, Smoking ban, Animals

1. During the Fair, the Exhibitor submits to the Fair Organiser's domiciliary rights on the entire premises. The instructions of the Fair Organiser's employees, who identify themselves by means of a service pass, must be obeyed.
2. The duration of stay for participants, their employees or authorised representatives is limited to the opening hours as well as one hour before the start and after the end of the daily opening hours of the respective fair.
3. Stands of other participants may not be entered outside the daily opening hours without the permission of the stand owner.
4. The Fair Organiser reserves the right to impose a general ban on smoking in all rooms accessible to the public and exhibitors if this is required by law or by official regulations or if the Fair Organiser considers such an order to be reasonable in its due discretion.
5. For reasons of hygiene and safety, it is not permitted to bring or lead animals inside the exhibition hall.

R. Termination by the trade fair organiser

1. In the event of breaches of contractual or statutory obligations by a participant, the Fair Organiser is entitled to terminate the contractual relationship without notice for good cause under the conditions specified in these General Terms and Conditions and in other cases under the statutory conditions.
2. In the event of termination for good cause, the Fair Organizer is entitled to close the Exhibitor's stand immediately and to demand that the Exhibitor dismantle the stand without delay and vacate the stand area.
3. In the event of termination, the Exhibitor shall remain obliged to pay the participation fee owed for the remaining duration of the event, whereby the provision in Section H. Item 3 shall apply accordingly.
4. The Exhibitor shall be liable for the costs and expenses actually incurred by the Fair Organiser as a result of the termination of the contract, unless he can prove that he is not responsible for the reason for termination. In the event of conversion or redesign, the provision in Section H. item 4 shall apply accordingly.

S. Contractual penalty and further rights of the Fair Organiser in the event of breaches of duty

1. The Fair Organizer is entitled to demand a contractual penalty from the Exhibitor, to be determined in each individual case at the Fair Organizer's reasonable discretion and, in the event of a dispute, subject to judicial review, in an appropriate amount not exceeding EUR 10.000.00, taking into account the severity of the violation and the expected consequences, if the participant culpably violates his obligations in connection with the exhibition of unauthorized objects, the unauthorized transfer of the stand area, the construction of the stand, the stand design/equipment, the manning of the stand during the duration of the Fair and/or the timely clearance, the unauthorized addressing/questioning, the omission of political advertising, cleaning or its obligations related to the non-infringement of third party industrial property rights. If the Fair Organiser is also entitled to damages due to the culpable breach of duty, the contractual penalty shall be offset against the claim for damages. Other rights remain unaffected.
2. The Fair Organiser is entitled to withdraw the use of connections and lines to the power supply and telecommunications network from the exhibitor after prior warning if the exhibitor is in arrears with performance obligations - including those from previous events - and/or violates the provisions of the General and Special Terms and Conditions.

T. Liability of the trade fair organiser

1. The Fair Organiser is liable exclusively for fault. The Fair Organiser's liability regardless of fault for defects already existing at the time of conclusion of the contract in accordance with Section 536a (1) of the German Civil Code (BGB) is excluded.

2. Subject to the following provisions, the Fair Organiser shall only be liable in the event of gross negligence or intent and for culpable breach of essential contractual obligations. Essential contractual obligations are those whose fulfilment is necessary for the achievement of the purpose of the contract and on whose compliance the Exhibitor regularly relies and may rely.
3. In the event of slight negligence, the Fair Organiser shall only be liable in the event of a breach of essential contractual obligations and, with the exception of the cases regulated in item 4, only for foreseeable damage that can typically be expected to occur.
4. Liability in the event of injury to life, limb or health and any mandatory liability under the Product Liability Act shall remain unaffected.
5. For damage to items, the Fair Organiser will only pay compensation to the amount of the current value upon presentation of written proof of the acquisition costs.
6. If damage occurs during the event, it must be reported to the Fair Organiser in writing without delay, and if caused by third parties and/or damage, also to the police.
Compensation for damage is excluded if a late notification of damage for which the participant is responsible leads to the Fair Organiser's insurance company or third parties liable to pay compensation refusing to pay compensation.

U. Liability of the exhibitor

1. The Exhibitor shall be liable to the Fair Organiser for any damage for which he is responsible, irrespective of whether it is caused by himself, his employees, agents or exhibition objects and equipment.
2. If the Exhibitor is the organiser within the meaning of the applicable Ordinance on Places of Assembly (Versammlungsstättenverordnung), he shall be responsible for the resulting liability. In this case, the Exhibitor is obliged to indemnify the Fair Organiser and his vicarious agents from any recourse claims and fines based on their liability as operators, without prejudice to the latter's obligations in accordance with item T.2.

V. Insurance

The Fair Organiser has not taken out any insurance cover for the participants. The Exhibitor's attention is expressly drawn to his own insurance options.

W. Partial ineffectiveness, set-off and right of retention

1. Should any provision of the participation agreement and/or these General Terms and Conditions be or become invalid or unenforceable, this shall not affect the validity of the participation agreement and/or these General Terms and Conditions. Instead of an invalid provision in the General Terms and Conditions, the corresponding statutory provisions shall apply. If the invalidity of a provision is not based on the provisions of the law on general terms and conditions of Section 305 et seqq. of the German Civil Code (BGB), the Fair Organiser and the Exhibitor undertake to agree on a valid and enforceable provision as valid from the outset, which corresponds as closely as possible to the purpose of the superseding provision. The same applies to the filling of gaps.
2. The Exhibitor may only offset counterclaims against claims of the Fair Organizer or assert a right of retention due to counterclaims if these have been determined by a non-appealable court decision, are undisputed or have been acknowledged by the Fair Organizer. This restriction does not apply to counterclaims based on defects, insofar as these counterclaims are based on the same contractual relationship as the claim.

X. Written form, place of performance, place of jurisdiction, applicable law, data protection

1. Insofar as these General Terms and Conditions stipulate that declarations must be made in writing or in text form, a declaration in text form pursuant to Section 126b of the German Civil Code (BGB) shall also satisfy this form requirement.
2. The parties undertake to comply with all applicable provisions of data protection law, in particular the EU General Data Protection Regulation (GDPR). Within the framework of the contractual relationship with the Exhibitor, the Fair Organiser processes the personal data of the Exhibitor required for the initiation, implementation and termination of the contract as the data protection controller within the meaning of Art. 4 No. 7 GDPR. Further information on data processing can be found in the Fair Organiser's data protection declaration.

3. The entire legal relationship between the Fair Organiser and the Exhibitor is subject exclusively to the law of the Federal Republic of Germany.
4. Only the German-language texts of the terms of contract are authoritative and legally binding. Translations are for information purposes only.
5. For all disputes arising from and in connection with the contract, either the ordinary court at the registered office of the Fair Organiser - if the Exhibitor is a merchant, a legal entity under public law or a special fund under public law or has no general place of jurisdiction in Germany - or the arbitration tribunal specified in item 5 shall have jurisdiction, at the Fair Organiser's discretion. In the event that the Exhibitor intends to bring an action against the Fair Organizer, the Fair Organizer undertakes, at the Exhibitor's request, to exercise its right to choose between the ordinary court and the arbitration tribunal pre-trial within a reasonable period of time fixed, which must be at least three business days. If the Fair Organiser does not make a declaration within the time limit set, the right to choose shall pass to the Exhibitor. The Exhibitor must make his choice without delay and inform the Fair Organiser of this at least in writing.
6. If the Fair Organiser chooses the court of arbitration, disputes shall be finally settled in accordance with the Rules of Arbitration of the German Institution of Arbitration e.V. (DIS) to the exclusion of the ordinary courts of law. The arbitration tribunal shall consist of one sole arbitrator in the case of a dispute value of up to EUR 100,000 and three arbitrators in the case of a dispute value of more than EUR 100,000. The place of arbitration shall be Stuttgart, Germany. The language of the proceedings shall be English. The law applicable to the matter shall be the law of the Federal Republic of Germany.