

Conditions of participation for the "FAIR & SOCIAL" as part of Bazaar Berlin

1. The event and its organisers

Bazaar Berlin is being hosted by Messe Berlin GmbH at the Berlin ExpoCenter City exhibition centre.

The Bazaar Berlin is an international retail trade fair for industrial and artisanal products from the fields of home textiles, accessories (belts, scarves, wallets), jewellery, costume jewellery, clothing, bags, decorative items, handicrafts, toys, musical instruments, carpets, furniture, cosmetics, personal care and tourism.

The special sector "Fair & Social" will be held as part of Bazaar Berlin. Only exhibitors with fair trade items will be accepted if they fulfil the criteria listed below. The approval decision will be made by the Fair & Social WG, taking into account the order of applications and the spatial capacity of this area.

2. Products and selection criteria

They will differentiate between product-related criteria 2.1 and organisation-related criteria 2.2 to 2.6. Furthermore, there is a possibility for interested exhibitors to get an individual approval, even if they do not yet comply with 2.1 to 2.6.

Permitted are:

2.1 Products which are certified by the Fair Trade Labelling Organisation (www.fairtrade.net) and /or which have certification recognised by Forum Fairer Handel (www.forum-fairer-handel.de).

2.2 Organisations which are members of the "World Fair Trade Organisation" (www.wfto.com) and/or belong to "Forum Fairer Handel" (www.forum-fairer-handel.de).

2.3 Organisations approved by the WLDV (www.weltladen.de).

2.4 Organisations which are members of the "FAIR BAND" (www.fair-band.de).

2.5 Projects set up as a result of development cooperation.

2.6 Non-profit organisations and social economy enterprises that subscribe to the values of common public interest and produce the corresponding publicity.

2.7 Approval of individual cases: Fair & Social WG

will scrutinise individual cases on presentation of further proof that applicants adopt an approach compatible with that of a fair and responsible enterprise.

Otherwise, the conditions of participation for the Bazaar Berlin apply.

3. Schedule

Event period:
08.–12.11.2023

Opening hours:
Wednesday to Sunday:
10 a.m. to 7 p.m.

Registration deadline:
31.05.2023

Start of set-up:
05.11.2023 at 8 a.m.

End of set-up:
07.11.2023
constructive 3 p.m.
decorative 6 p.m.

Start of dismantling:
12.11.2023 at 7 p.m.

End of dismantling:
13.11.2023 at 3 p.m.

Halls 18 and 20:
12.11.2023 at 10 p.m.

Submission of construction plans:
Six weeks prior to start/
commencement of construction
period

**Ordering of furniture and
equipment:**
Six weeks prior to start/commence-
ment of construction period
Delivery after payment only

4. Exhibitors

Direct participation of producers, exporters, importers and wholesalers in the above product groups.

5. Rental charges and stand size

The rent per m² of stand space is as shown in the price on the stand application form or in an individual quotation submitted by Messe Berlin GmbH. This includes a flat rate for hall cleaning, hall security and hall lighting, plus statutory VAT. The complete stand includes additional furniture in accordance with the registration form. Furnishings are subject to a charge and must be paid for separately. The corresponding order form will be sent to the exhibitor separately.

An additional fee of EUR 0.60 per m² of exhibition space (plus statutory VAT) will be charged in accordance with the agreements with the Association of the German Trade Fair Industry (AUMA e.V.).

The minimum stand size is 10 m² in the exhibitor's own stand or 5 m² per participating exhibitor in the joint stand.

Subsequent invoice rewrites at the request of the exhibitor, which are not the fault of Messe Berlin, will be charged at EUR 50, - plus statutory VAT.

6. Regulations

The display, posting and distribution of political information material is prohibited. Likewise, the stand design and decoration must refrain from making any political statements.

Messe Berlin accepts no liability for exhibits. Exhibitors themselves must ensure that their goods are adequately insured. Animals may not be brought onto the exhibition grounds.

Building supervision and fire protection regulations must be strictly observed. Furthermore, the Technical Guidelines of Messe Berlin GmbH apply (see Item 12). In the event of non-compliance, Messe Berlin GmbH reserves the right to remove exhibits at the exhibitor's expense if they have not been placed on the stand in accordance with the regulations.

Parking tickets

Parking permits will be issued to exhibitors upon payment of a fee. Exhibitors' requests for parking spaces on the exhibition grounds will be taken into account as far as possible. There is no entitlement to a parking space.

Exhibitor passes

For rented exhibition space of up to 20 m², three exhibitor passes will be issued free of charge. For each additional 10 m² of exhibition space, exhibitors will receive one additional pass. Additional passes are available against payment by card at the Exhibitor Service Center.

The free exhibitor passes will be provided to the exhibitor by e-mail in the form of a code. Additional exhibitor passes must be ordered for a fee.

Exhibitors must register online in the Ticket Shop at www.bazaar-berlin.de using the code and print out their

Bazaar Berlin
08.–12.11.2023

Messe Berlin GmbH
Messedamm 22
14055 Berlin
DEUTSCHLAND/GERMANY
Telefon/Phone:
+49 30 3038 2062/2131
Fax: +49 30 3038 2130
bazaar@messe-berlin.de
www.bazaar-berlin.de

personalized exhibitor pass. Exhibitor passes are also valid for set-up and dismantling. Additional set-up and dismantling passes are free of charge and must be ordered.

The passes are issued in the exhibitor's name. They are not transferable and are only valid in conjunction with an official pass. The passes must be carried throughout the event or the construction and dismantling phases for any checks that may be required, especially at the entrances to the Berlin ExpoCenter City exhibition grounds. Passing on passes to unauthorized third parties is not permitted. In this case Messe Berlin is entitled to charge the exhibitor the price of an exhibitor pass for the duration of the unauthorized use. The pass concerned will be withdrawn without replacement. Messe Berlin is entitled to exercise its domiciliary rights and to refuse the person to whom the pass has been issued, as well as the unauthorized third party, access to the event grounds or to expel them from the event grounds.

Direct sale

Direct sales are expressly permitted and encouraged. The sale of food for immediate consumption is subject to approval by Messe Berlin.

Sampling, permission

The tasting of free samples must be guaranteed. For the serving of food and beverages (including tasting samples) at the exhibition stands, the exhibitor must strictly comply with the statutory regulations, in particular those of the Catering Act and the Veterinary and Food Supervisory Office. The Berlin Charlottenburg-Wilmersdorf Public Order Office (Ordnungsamt), Hohenzollerndamm 174-177, 10713 Berlin, is responsible for applications for a catering permit (Gestattung) with regard to the serving of alcohol at the stand.

Performance, presentations, noise level

Presentations, e.g. demonstrations of exhibits and musical renditions, are permitted provided that they do not disturb the neighboring exhibitor, do not cause congestion in the aisles and do not drown out the fair's own public address systems in the halls and event areas. The noise level of acoustic or musical performances may not exceed 70 dB(A) at the boundary of the stand or event area.

GEMA

A license from GEMA is required for the public performance of music protected by copyright, regardless of whether it is background music or part of a separate event, regardless of whether it is for all trade fair visitors or for invited guests, and regardless of the form of performance (live, audio/CD/MP3/vinyl/streaming) or video (DVD/MPEG/streaming). Applications are to be made via the online portal

<https://www.gema.de/musiknutzer/>.

For questions contact GEMA:

Fon +49 (0) 30 58858 999

kontakt@gema.de

Monday to Friday 07:00 - 18:00

7. Media Package Services

Exhibitors are required to pay EUR 189 plus VAT for the basic entry in the Bazaar Berlin exhibitor directory and online catalog. The exhibitor can present himself in the online portal for one year. The self-presentation in Bazaar Berlin Online includes, among other things, a company portrait with picture presentation as well as the pictorial and textual presentation of up to ten products. The linking of the appearance in Bazaar Berlin Online to the company-own homepage is contained.

The Media Package for co-exhibitors includes the entry in the exhibitor directory and the entry of the postal address in the online directory. The upgrade of the Media Package for co-exhibitors also includes telephone, fax, e-mail and website as well as the inclusion of a product photo in Bazaar Berlin Online and costs EUR 50 (plus VAT, if applicable).

8. Radio frequencies, radio installations

The operation of high-frequency, radio and other transmitters for communications purposes shall be regulated by the Federal Network agency for Electricity, Gas, Telecommunications, Post and Railways, Berlin Branch Office, Seidelstraße 49, 13405 Berlin, www.bundesnetzagentur.de and is subject to approval. The preferential by the event-related transmission technology of Messe Berlin frequency bands used by Messe Berlin are specified in the Technical Guideline of Messe Berlin under item 5.11 listed.

9. Building inspection and fire

protection regulations

As a precautionary measure Messe Berlin draws the exhibitor's attention to the fact that emergency exits, entrances and exits, fire alarms, hydrants, smoke dampers, electrical distributions and switchboards, telephone distributors and ventilation slots must remain freely accessible and must not be covered or obstructed in any way. The use of open fires for cooking, heating and operating purposes is prohibited.

Packing material, paper and other easily combustible materials must not be left lying around or stored in the halls. Outside the halls, vehicles, containers, other storage containers and materials may only be parked at a distance of 5 m from the hall wall.

Detailed technical and construction regulations can be found online at <https://www.bazaar-berlin.com>.

10. COVID-19, Hygiene and Safety Concept

10.1 Exhibitors and co-exhibitors are obliged to inform themselves in advance of participation in the event about the currently applicable regulations, laws, ordinances and other orders issued in connection with the containment of SARS-CoV-2 (COVID-19) and to comply with them. In addition, exhibitors and co-exhibitors are required to comply with the hygiene and safety measures issued by Messe Berlin for the event (current information available at www.bazaar-berlin.com). Due to the uncertainty of the pandemic, these measures may be relaxed or tightened at short notice. These changes do not entitle the exhibitor to a change in the rent or other contributions.

10.2 Exhibitors and co-exhibitors must ensure that third parties commissioned by them are informed about the regulations and measures to be observed and comply with them. In addition, exhibitors and co-exhibitors are responsible for compliance with the applicable hygiene and protection regulations on the exhibition stand. Messe Berlin reserves the right, in the event of any violations of the regulations for the containment of the COVID-19 virus and/or non-compliance with the hygiene and safety measures, to exclude the persons concerned from participation in the event.

11. Cancellation, non-participation of the exhibitor, reduction of stand space, COVID-19 travel restrictions.

11.1 In deviation from the provisions of § 8.1 sentence 1 of the General Terms and Conditions for Trade Fairs and Exhibitions of Messe Berlin GmbH, the Exhibitor is entitled to withdraw from the contract or to cancel his participation in the event. The following cancellation conditions apply:

a. In the event of withdrawal or cancellation after the official registration deadline, 31.05.2023, Messe Berlin is entitled to charge 50% of the stand rental fee.

b. In the event of a withdrawal or cancellation after 01.10.2023, Messe Berlin is entitled to charge 100 % of the stand rental fee.

The fact that the exhibitor does not use the stand space ("no-show") is equivalent to withdrawal or cancellation, irrespective of whether the exhibitor announces his no-show. In all other respects, the provisions of § 8.1, sentences 2 to 4 of the General Terms and Conditions for Trade Fairs and Exhibitions of Messe Berlin GmbH remain unaffected by this regulation in accordance with Item 10, Paragraph 1.

11.2 If the Exhibitor unilaterally reduces the stand area or only makes partial use of it, the cancellation conditions specified in Item 10, Paragraph 1 shall apply subject to the following provisions:

a. In the event of a reduction in stand space after the official registration deadline, 31.05.2023, Messe Berlin is entitled to charge 100 % of the stand rent attributable to the remaining stand space and 50 % of the stand rent attributable to the stand space not taken up.

b. If the stand area is reduced after 01.10.2023, Messe Berlin is entitled to charge 100 % of the stand rent attributable to the originally rented stand area.

In deviation from § 8.1 sentences 2 and 3 of the General Terms and Conditions for Trade Fairs and Exhibitions of Messe Berlin GmbH, the following applies in the event of a reduction in the rented stand area: If the exhibitor reduces his rented stand area, Messe Berlin is entitled to dispose otherwise of the stand area not taken up by the exhibitor. If Messe Berlin succeeds in allocating the unused stand space to another exhibitor, whom Messe Berlin would not otherwise have placed on another stand space, in return for pay-

ment, the exhibitor not using the stand space is only required to pay 25 % of the stand rent attributable to the stand space that was not used but was passed on. If the unused stand area cannot be allocated, or can only be allocated in part, to an exhibitor whom Messe Berlin would not otherwise have placed on another stand area, the exhibitor not using the stand area is obliged to pay 50 % or 100 % of the stand rent attributable to the stand area not used and not passed on, in accordance with the preceding Item 10, Paragraph 2, Sentence 1, lit. a) and b). Messe Berlin is not obliged to accept a substitute exhibitor provided by the exhibitor. In all other respects, the provisions of § 8.1 sentence 4 of the General Terms and Conditions for Trade Fairs and Exhibitions of Messe Berlin GmbH remain unaffected by this regulation in accordance with Item 10, Paragraph 2.

11.3 Furthermore, the Exhibitor is entitled to withdraw from the contract or to cancel or reduce the stand area if, due to the SARS-COVID-19 pandemic, domestic or foreign travel bans or entry bans to Germany are imposed by the government prior to the start of the event, thereby making it impossible for the Exhibitor to operate its stand in terms of personnel. Cases in which entry into Germany prior to the start of the event and/or the return to the country of origin of the personnel intended to operate the stand after the event would require a government-ordered quarantine of at least 7 days and such quarantine cannot be avoided by reasonable measures such as molecular biology tests (PCR tests) and/or vaccinations shall be deemed equivalent to an impossibility due to travel restrictions pursuant to sentence 1. In the cases specified in Item 10, Paragraph 3, Sentences 1 and 2, Messe Berlin is entitled to charge 10 % of the stand rent. In the aforementioned cases, the Exhibitor must provide evidence of the impossibility.

11.4 The obligation to pay or refund the stand rent in accordance with the aforementioned paragraphs 1 to 3 of this Item 10 shall be without prejudice to possible claims by Messe Berlin for goods and services already provided at the instigation of the Exhibitor. In addition, the Exhibitor shall bear all other costs incurred in connection with participation in the event.

11.5 Cancellation, postponement, shortening and termination of the event due to a justified exceptional situation (for example force majeure)

11.5.1 In the event of a justified exceptional situation that makes it impossi-

ble or unreasonably difficult to hold the event in the planned space or time, Messe Berlin is entitled, at its discretion and taking into account the interests of the Exhibitor in holding the event, to,

- a) cancel the event, or
- b) to postpone the event to another time period, or
- c) to shorten the duration of the event or
- d) to cancel individual participation contracts because one or more event areas are no longer available for use or the number of exhibitors must be limited, or
- e) to cancel the event if the event had already begun when the event occurred.

A "justified exceptional situation" is the existence of force majeure or another comparable event.

11.5.2 In cases where Messe Berlin cancels the event, the following shall apply:

- a) Messe Berlin is obliged to inform the exhibitors of the cancellation without delay.
- b) Messe Berlin's claim to the participation fee for the Onsite Event shall lapse. The participation fee already paid must be refunded to the exhibitors concerned. Excluded from this is Messe Berlin's claim to remuneration for deliveries and services already provided, as well as for the Online Packages as part of the digital event.

c) Claims for damages by the exhibitor due to the cancellation of the event are excluded.

11.5.3 In the event of a postponement of the event, the following applies:

a) Messe Berlin is obliged to issue a declaration of postponement to the exhibitors without delay.

b) The participation contract will be amended to the extent that it applies to the new period, unless the exhibitor objects to the change in contract within 28 days of receipt of the declaration. The participation fee does not change when the event is postponed. The Exhibitor's attention is drawn to his right to object to the amendment to the contract in Messe Berlin's statement concerning the postponement of the event, and to the legal consequences of his objection or failure to object.

c) In the event that the Exhibitor objects to the postponement of the event,

Messe Berlin's claim to the participation fee for the Onsite Event shall lapse. The participation fee already paid must be refunded to the exhibitor concerned. Excluded from this is Messe Berlin's claim to remuneration for goods and services already provided and for the Online Packages within the framework of the digital event.

d) Claims for damages by the Exhibitor due to the postponement of the event are excluded.

11.5.4 In cases where the event is shortened, the following applies:

a) Messe Berlin is obliged to issue a declaration of curtailment to the Exhibitors without delay.

b) The participation contract shall be amended to the extent that it applies to the new period, unless the Exhibitor objects to the amendment to the contract within 28 days of receipt of the declaration. The participation fee does not change when the event is shortened, unless the parties agree otherwise. The Exhibitor's attention is drawn to his right to object to the amendment to the contract in Messe Berlin's statement concerning the shortening of the event, and to the legal consequences of his objection or failure to object in accordance with the provisions contained therein.

c) In the event that the Exhibitor objects to the shortening of the event, Messe Berlin's claim to the participation fee for the Onsite Event shall lapse. The participation fee already paid is to be refunded to the exhibitors concerned. Excluded from this is Messe Berlin's claim to remuneration for goods and services already provided and for the Online Packages as part of the digital event.

d) Claims for damages by the Exhibitor due to the postponement of the event are excluded.

11.5.5 In cases where Messe Berlin is entitled to give notice of termination to individual Exhibitors, the following applies:

a) Notice of termination shall be given immediately after Messe Berlin becomes aware of the existence of force majeure or another comparable event. The declaration shall be made in text form.

b) Messe Berlin's claim against the exhibitor concerned for payment of the participation fee for the Onsite Event. The participation fee already paid is to be refunded to the exhibitor concerned. Excluded from this is

Messe Berlin's claim to payment for goods and services already provided and for the Online Packages as part of the digital event.

c) Claims for damages by the Exhibitor due to cancellation of the event are excluded.

11.5.6 In cases where the event is cancelled, the following applies:

a) Messe Berlin's claim to payment of the full participation fee remains valid, unless the cancellation of the event results in a reduction of the event period by more than 40%. In this case, Messe Berlin's claim is reduced to 80% of the participation fee and the difference between this and the participation fee already paid must be refunded to the exhibitor concerned without delay.

b) The exhibitor must, however, pay for any ancillary services and additional services already provided by Messe Berlin.

c) Claims for damages by the exhibitor due to the postponement of the event are excluded because Messe Berlin is not at fault.

11.5.7 Notwithstanding the above provisions, Messe Berlin is entitled to cancel the event and terminate the corresponding participation contracts at its reasonable discretion and taking into account the justified interests of the exhibitors (which shall include, among other things, the preparatory measures already taken by the exhibitors for the event) no later than 12 weeks before the planned first day of the event, if the economic viability cannot be achieved or if the registration status indicates that the essential objective pursued with the event (in particular the presentation of a representative range of one or more sectors of the economy) cannot be achieved and the purpose of the event is thus defeated. The deadline may be shortened if the nature of the event permits cancellation at shorter notice. In this case, the following shall apply:

a) Messe Berlin must provide reasons for the cancellation of the event and the termination of the participation contracts. The declaration must be made at least in text form (e.g. e-mail).

b) Upon cancellation of the event and termination of the participation contracts, Messe Berlin's claim to payment of the participation fee for the Onsite Event shall lapse. The participation fee already paid for the Onsite Event must

be refunded to the exhibitors concerned. Excluded from this is Messe Berlin's claim to payment for goods and services already provided and for the Online Packages as part of the digital event.

c) Any claims by the exhibitor for reimbursement of expenses already incurred for participation in the event do not exist.

d) Claims for damages by the exhibitor due to the cancellation of the event and the termination of the participation agreements are excluded.

12. Technical guideline

If exhibitors or co-exhibitors bring exhibits to the stand, they are obliged to comply with the Technical Guidelines for the Berlin ExpoCenter City Exhibition Grounds (download at www.bazaar-berlin.com with all the design, fire protection, building regulations and other safety provisions contained therein. The exhibitor is also obliged to comply with the provisions of the Law on Technical Work Equipment (Product Safety Law). The exhibitor and co-exhibitor shall be responsible for ensuring that employees and other vicarious agents, in particular stand personnel, as well as co-exhibitors who have also registered, are aware of and comply with the aforementioned regulations and specifications.

Allgemeine Geschäftsbedingungen für Messen und Ausstellungen der Messe Berlin GmbH

Allgemeine Vorschriften

1. Anmeldung
2. Gemeinschaftsaussteller
3. Vertragsschluss
4. Standzuteilung
5. Ausstellungsgüter
6. Zahlungsbedingungen
7. Haftung, Versicherung
8. Absage, Nichtteilnahme des Ausstellers, Rücktritt der Messe Berlin
9. Höhere Gewalt
10. Arbeits- und Ausstellerausweise
11. Bild- und Tonaufnahmen
12. Werbung
13. Behördliche Genehmigungen, gesetzliche Bestimmungen, Technische Richtlinien
14. Ordnungsbestimmungen

Standbau

15. Allgemeine Vorschriften, Termine
16. Standgestaltung

Sonstige Dienstleistungen

17. Aussteller-Service-Unterlagen
18. Allgemeine Aufsicht, Reinigung
19. Technische Installationen
20. Fotografieren
21. Gastronomische Versorgung
22. Datenschutz

Schlussbestimmungen

1 Anmeldung

1.1 Standanmeldung

Die Anmeldung zu einer Messe oder Ausstellung (Veranstaltung) erfolgt auf dem Vordruck „Standanmeldung“. Der Vordruck ist sorgsam auszufüllen und rechtsverbindlich zu unterzeichnen. Die Anmeldung ist ein unwiderrufliches Vertragsangebot an die Messe Berlin GmbH (im folgenden auch "Messe Berlin"), an das der Aussteller bis zum Beginn der Veranstaltung gebunden ist.

1.2 Vertragsinhalt

Wesentliche Bestandteile des Vertrages sind

- a) das Anmeldeformular,
- b) die besonderen Teilnahmebedingungen,
- c) die in den Aussteller-Service-Unterlagen enthaltenen Regelungen,
- d) die allgemeinen Geschäftsbedingungen. Im Falle der Nichtübereinstimmung gelten die Regelungen in der oben bezeichneten Reihenfolge.

1.3 Einbeziehung der Vertragsbedingungen

Mit der Unterzeichnung der Standanmeldung erkennt der Aussteller die Geschäfts- und Teilnahmebedingungen sowie die in den Aussteller-Service-Unterlagen enthaltenen Regelungen als verbindlich an. Er hat dafür einzustehen, dass auch die von ihm auf der Veranstaltung beschäftigten Personen den gesamten Vertrag erhalten.

2 Gemeinschaftsaussteller

Wollen mehrere Aussteller gemeinsam einen Stand mieten, so haben sie in der Anmeldung einen von ihnen bevollmächtigten Ausstellungsvertreter zu benennen, mit dem allein die Messe Berlin verhandelt. Der Bevollmächtigte haftet für ein Verschulden seiner Vollmachtgeber wie für eigenes Verschulden. Die beteiligten Aussteller haften der Messe Berlin als Gesamtschuldner.

3 Vertragsschluss

3.1 Auftragsbestätigung

Über die Annahme des Angebotes entscheidet die Messe Berlin durch eine schriftliche Auftragsbestätigung (Zulassung des Ausstellers und der angemeldeten Ausstellungsgüter).

3.2 Beschränkung der Aussteller und Ausstellungsgüter

Die Messe Berlin kann aus sachlich gerechtfertigten Gründen, insbesondere wenn der zur Verfügung stehende Platz nicht ausreicht, einzelne Aussteller von der Teilnahme ausschließen sowie die Veranstaltung auf bestimmte Ausstellerguppen beschränken, falls dies für die Erreichung des Veranstaltungszwecks erforderlich ist. Entsprechendes gilt für die Ausstellungsgüter.

3.3 Abweichung von der Anmeldung

Nimmt die Messe Berlin die Anmeldung der Ausstellungsfläche oder der Ausstellungsgüter unter Erweiterungen, Einschränkungen oder sonstigen Änderungen an, ist sie an das abgeänderte Angebot 2 Wochen gebunden.

4 Standzuteilung

4.1 Grundsatz

Die Messe Berlin teilt den Stand unter Berücksichtigung des Themas und der Gliederung der jeweiligen Veranstaltung sowie der zur Verfügung stehenden Räumlichkeiten zu. Standwünsche werden nach Möglichkeit beachtet.

4.2 Änderung angrenzender Stände

Der Aussteller muss in Kauf nehmen, dass sich bei Beginn der Veranstaltung die Lage der übrigen Stände gegenüber dem Zeitpunkt der Zulassung verändert hat. Ersatzansprüche sind beiderseits ausgeschlossen.

4.3 Austausch, Überlassung an Dritte

Ein Austausch des zugeteilten Standes mit einem anderen Aussteller sowie eine teilweise oder vollständige Überlassung des Standes an Dritte ist ohne entsprechende Vereinbarung mit der Messe Berlin nicht gestattet.

5 Ausstellungsgüter

5.1 Entfernung, Austausch

Es können nur die vereinbarten Ausstellungsgüter ausgestellt werden; sie dürfen nur nach Vereinbarung mit der Messe Berlin von ihrem Platz entfernt werden. Ein Austausch kann nur nach schriftlicher Vereinbarung mit der Messe Berlin eine Stunde vor Beginn und eine Stunde nach Schluss der täglichen Öffnungszeiten erfolgen.

5.2 Ausschluss

Die Messe Berlin kann verlangen, dass Ausstellungsgüter entfernt werden, die in dem Standmietenvertrag nicht enthalten waren oder sich als belästigend oder gefährlich erweisen oder mit dem Veranstaltungsziel nicht vereinbar sind. Wird dem Verlangen nicht entsprochen, so entfernt die Messe Berlin die Ausstellungsgüter mit gerichtlicher Hilfe auf Kosten des Ausstellers.

5.3 Direktverkauf

Der Direktverkauf ist nicht gestattet, sofern er nicht ausdrücklich zugelassen wird. Letzterenfalls sind die Ausstellungsgüter mit deutlich lesbaren Preisschildern zu versehen. Der Aussteller hat insbesondere die gewerbe- und gesundheitspolizeilichen Genehmigungen zu beschaffen und einzuhalten. Einzelheiten enthalten die Aussteller-Service-Unterlagen.

5.4 Gewerblicher Rechtsschutz

Urheberrechte und sonstige gewerbliche Schutzrechte an den Ausstellungsgütern hat der Aussteller sicherzustellen. Ein sechsmonatiger Schutz für Muster (Gebrauchs- und Geschmacksmuster) und Warenzeichen von Beginn einer Ausstellung an tritt nur ein, wenn der Bundesminister für Justiz für eine bestimmte Ausstellung eine entsprechende Bekanntmachung im Bundesgesetzblatt veröffentlicht hat.

6 Zahlungsbedingungen

6.1 Fälligkeit

Die Standmiete laut Auftragsbestätigung ist bis zu den in den besonderen Teilnahmebedingungen angegebenen Terminen unter Angabe der Kunden- und Rechnungsnummer auf eines der auf der Rechnung angegebenen Konten der Messe Berlin zu zahlen. Die Beträge werden mit der Rechnungsstellung fällig. Die Schlussrechnung erfolgt nach Ablauf der Veranstaltung.

6.2 Abtretung, Aufrechnung

Die Abtretung von Forderungen gegen die Messe Berlin ist ausgeschlossen. Die Aufrechnung von Forderungen ist nur mit unstreitigen oder rechtskräftig festgestellten Gegenforderungen zulässig.

6.3 Beanstandungen

Beanstandungen der Rechnungen können nur berücksichtigt werden, wenn sie innerhalb von 14 Tagen nach Rechnungserteilung schriftlich gegenüber der Messe Berlin erfolgen.

6.4 Vermieterpfandrecht

Zur Sicherung ihrer Forderungen behält sich die Messe Berlin vor, das Vermieterpfandrecht auszuüben und das Pfandgut nach schriftlicher Ankündigung freihändig zu verkaufen. Für Schäden an dem Pfandgut haftet die Messe Berlin nur im Falle von Vorsatz und grober Fahrlässigkeit.

7 Haftung, Versicherung

7.1 Die Messe Berlin haftet in voller Höhe für Schäden, die durch vorsätzliches oder grob fahrlässiges Verhalten der Messe Berlin, ihrer gesetzlichen Vertreter oder leitenden Angestellten verursacht wurden.

7.2 Die Messe Berlin haftet dem Grunde nach für Schäden, die einfache Erfüllungshilfen grob fahrlässig herbeigeführt haben. Die Haftung ist der Höhe nach auf solche Schäden begrenzt, mit deren Entstehung bei Verträgen der vorliegenden Art typischerweise gerechnet werden muss.

7.3 Die Messe Berlin haftet dem Grunde nach bei jeder Verletzung wesentlicher Vertragspflichten. Wesentlich sind solche Vertragspflichten, deren Einhaltung für die Erreichung des Vertragszwecks von besonderer Bedeutung ist (Kardinalpflichten). Bei Verletzung von Kardinalpflichten ist – soweit nicht ein Fall von Ziffer 7.1 vorliegt – die Haftung der Höhe nach auf solche Schäden begrenzt, mit deren Entstehung bei Verträgen der vorliegenden Art typischer-

weise gerechnet werden muss.

7.4 Die Haftungsbeschränkungen nach Abs. 1 bis 3 gelten nicht bei einer Haftung für das Fehlen zugesicherter Eigenschaften, einer Haftung nach dem Produkthaftungsgesetz sowie einer Haftung bei Verletzung des Lebens, des Körpers oder der Gesundheit.

7.5 Die verschuldensunabhängige Haftung der Messe Berlin für anfängliche Mängel der Mietsache (Garantiehaftung) ist ausgeschlossen.

7.6 Der Aussteller haftet nach den gesetzlichen Bestimmungen. Der Abschluss einer Ausstellerversicherung wird empfohlen. Einzelheiten enthalten die Aussteller-Service-Unterlagen.

8 Absage, Nichtteilnahme des Ausstellers, Rücktritt der Messe Berlin

8.1 Absage, Nichtteilnahme des Ausstellers

Die Standmiete ist auch dann in voller Höhe zu bezahlen, wenn der Aussteller seine Teilnahme absagt oder ohne eine solche Absage an der Veranstaltung nicht teilnimmt. Sagt der Aussteller seine Teilnahme ab und gelingt eine anderweitige Vermietung des Standes, behält die Messe Berlin gegen den Erstmieter einen Anspruch auf Kostenbeteiligung in Höhe von 25% der in Rechnung gestellten Standmiete. Die volle Standmiete ist dann zu entrichten, wenn die Messe Berlin die vereinbarte Standfläche weitervermietet, die Gesamtvermietfläche sich jedoch durch die Absage/Nichtteilnahme vermindert. Dem Aussteller bleibt der Nachweis vorbehalten, dass der Messe Berlin diese Kosten nicht oder nicht in dieser Höhe entstanden sind. Die Geltendmachung weitergehender Ansprüche bleibt vorbehalten.

8.2 Rücktritt der Messe Berlin

Die Messe Berlin ist zum Rücktritt berechtigt, wenn

- a) die vollständige Mietzahlung nicht bis spätestens zu dem in der Rechnung festgelegten Zeitpunkt eingegangen ist und der Aussteller auch nicht nach Ablauf einer ihm gesetzten Nachfrist zahlt;
- b) der Stand nicht rechtzeitig, d.h. bis spätestens 24 Stunden vor der offiziellen Eröffnung erkennbar belegt ist;
- c) der Aussteller gegen das Hausrecht verstößt und sein Verhalten auch nach Abmahnung nicht einstellt;

d) die Voraussetzungen für die Erteilung der Zulassung in der Person des angemeldeten Ausstellers nicht mehr vorliegen oder der Messe Berlin nachträglich Gründe bekannt werden, deren rechtzeitige Kenntnis eine Nichtzulassung gerechtfertigt hätte. Dies gilt insbesondere für den Fall der Eröffnung eines Konkurs- oder Vergleichsverfahrens sowie den Eintritt der Zahlungsunfähigkeit des Ausstellers. Der Aussteller hat die Messe Berlin über den Eintritt dieser Ereignisse unverzüglich zu unterrichten.

Die Messe Berlin kann in den oben genannten Fällen Ersatzansprüche geltend machen. Ziffer 8.1 findet entsprechende Anwendung.

9 Höhere Gewalt

9.1 Ausfall der Veranstaltung

Kann die Messe Berlin aufgrund eines Umstandes, den weder sie noch der Aussteller zu vertreten hat, die Veranstaltung nicht abhalten, so entfällt der Anspruch auf die Standmiete. Die Messe Berlin kann jedoch dem Aussteller bei ihr in Auftrag gegebene Arbeiten in Höhe der entstandenen Kosten in Rechnung stellen, wenn nicht der Aussteller nachweist, dass das Ergebnis der Arbeiten für ihn nicht von Interesse ist.

9.2 Nachholen der Veranstaltung

Sollte die Messe Berlin in der Lage sein, die Veranstaltung zu einem späteren Zeitpunkt durchzuführen, so hat sie die Aussteller hiervon unverzüglich zu unterrichten. Die Aussteller sind berechtigt, innerhalb einer Woche nach Zugang dieser Mitteilung ihre Teilnahme zu dem veränderten Zeitpunkt abzusagen. In diesem Falle entfällt der Anspruch auf die Standmiete.

9.3 Begonnene Veranstaltung

Muss die Messe Berlin aufgrund des Eintritts höherer Gewalt eine begonnene Veranstaltung verkürzen oder absagen, so hat der Aussteller keinen Anspruch auf Rückzahlung oder Erlass der Standmiete.

10 Arbeits- und Ausstellerausweise

10.1 Arbeitsausweise

Der Aussteller erhält unentgeltlich für sich und die während des Auf- und Abbaus eingesetzten Hilfskräfte Arbeitsausweise. Diese gelten nur während der Auf- und Abbauphase und berechtigen nicht zum Betreten des Ausstellungsgeländes während der Veranstaltung.

10.2 Ausstellerausweise

Für die Dauer der Ausstellung oder Messe erhalten die Aussteller für sich und die von ihnen beschäftigten Personen eine begrenzte Anzahl von Ausstellerausweisen, die zum freien Eintritt berechtigen. Näheres regeln die Teilnahmebedingungen.

10.3 Gemeinsame Vorschriften

Die Ausweise sind auf den Namen ausgestellt oder vom Inhaber vollständig und richtig auszufüllen. Sie sind nicht übertragbar und nur gültig in Verbindung mit einem amtlichen Ausweis. Bei Missbrauch wird der Ausweis ersatzlos eingezogen. Für den Fall einer Gemeinschaftsausstellung erhält nur der bevollmächtigte Aussteller die erforderlichen Ausweise. Zusätzlich benötigte Ausweise sind gegen Berechnung erhältlich.

11 Bild- und Tonaufnahmen

Die Messe Berlin ist berechtigt, Fotografien, Zeichnungen sowie Film- und Videoaufnahmen vom Ausstellungsgeschehen, von den Ausstellungsbauten und -ständen sowie den Ausstellungsobjekten anfertigen zu lassen und für Werbung oder Presseveröffentlichungen zu verwenden, ohne dass der Aussteller aus irgendwelchen Gründen Einwendungen dagegen erheben kann. Dies gilt auch für Aufnahmen, die Presse oder Fernsehen mit Zustimmung der Messe Berlin anfertigen.

12 Werbung

12.1 Umfang

Werbung aller Art ist nur innerhalb des vom Aussteller gemieteten Standes für die eigene Firma des Ausstellers und nur für die von ihr hergestellten oder vertriebenen Ausstellungsgüter erlaubt.

12.2 Genehmigungserfordernis

Lautsprecherwerbung, Diapositiv- oder Filmvorführungen sowie Showeinlagen bedürfen der schriftlichen Vereinbarung mit der Messe Berlin. Das Gleiche gilt für die Verwendung anderer Geräte und Einrichtungen, durch die auf optische und akustische Weise eine gesteigerte Werbewirkung erzielt werden soll. Politische Werbung ist grundsätzlich unzulässig.

13 Behördliche Genehmigungen, gesetzliche Bestimmungen, Technische Richtlinien

Behördliche Genehmigungen hat grundsätzlich der Aussteller einzuholen. Er ist dafür verantwortlich, dass die GEMA-Bestimmungen sowie die gewerblichen,

polizeirechtlichen, gesundheitsrechtlichen und sonstigen gesetzlichen Bestimmungen eingehalten werden, insbesondere auch das „Gesetz über technische Arbeitsmittel“ (Gerätesicherheitsgesetz). Er hat ferner die „Technischen Richtlinien“ der Aussteller-Service-Unterlagen zu beachten, die insbesondere Vorschriften über den Standbau und die Standgestaltung sowie umfangreiche Sicherheitsvorschriften enthalten.

14 Ordnungsbestimmungen

14.1 Hausrecht

Der Aussteller unterliegt während der Veranstaltung auf dem gesamten Gelände dem Hausrecht der Messe Berlin. Den Anordnungen der bei ihr Beschäftigten, die sich durch einen Dienstausweis legitimieren, ist Folge zu leisten.

14.2 Parkplätze

Parkplatzwünsche der Aussteller auf dem Ausstellungsgelände werden nach Möglichkeit berücksichtigt. Ein Anspruch auf einen Parkplatz besteht nicht.

14.3 Zufahrt zum Ausstellungsgelände

Während der Veranstaltung haben Fahrzeuge, die nicht über eine Genehmigung verfügen, keine Einfahrtsberechtigung in das Innengelände. Die Anlieferung von Waren und Ähnlichem ist in den Teilnahmebedingungen geregelt.

14.4 Verlassen des Geländes

Innerhalb einer Stunde nach Ablauf der täglichen Öffnungszeiten für Besucher haben Aussteller und Begleitpersonal die Hallen zu verlassen und das Gelände von Fahrzeugen zu räumen. Wollen Personen die Ausstellung mit Paketen verlassen, ist die Berechtigung hierfür bei der Ausgangskontrolle nachzuweisen.

14.5 Sonstiges

Tiere dürfen grundsätzlich nicht auf das Ausstellungsgelände mitgebracht werden. Wasser, das zur Behandlung von Lebensmitteln und zur Reinigung von Bedarfsgegenständen, die mit Lebensmitteln in unmittelbare Berührung kommen, benötigt wird, darf nur hygienischen Wasserzapfstellen entnommen werden. Die Entnahme dieses Wassers aus Toilettenräumen ist verboten.

14.6 Umweltschutz

Der Aussteller ist verpflichtet, sich umweltgerecht zu verhalten. Er hat hierbei auch die den Aussteller-Service-Unterlagen beigefügten Umweltrichtlinien der Messe Berlin zu beachten.

15 Allgemeine Vorschriften, Termine

15.1 Termine

Die Auf- und Abbauezeiten werden durch die besonderen Teilnahmebedingungen festgelegt.

15.2 Aufbau, Ausstellerservice

Für die Planung, den Aufbau und die Ausgestaltung von System- sowie Individualständen enthalten die Aussteller-Service-Unterlagen das Dienstleistungsangebot der MB Capital Services GmbH.

15.3 Abbau

a) Räumungsschein

Nach Schluss der Ausstellung oder Messe ist das Vorweisen eines Räumungsscheines Voraussetzung für den Abtransport von Ausstellungsgut. Er wird nur erteilt und dem Standinhaber zugestellt, wenn die Standmietenrechnung voll beglichen ist.

b) Abbauezeit

Die Stände dürfen erst nach Schluss der Veranstaltung geräumt werden. Die Dauer der Abbauezeit (Abbauende) ist unbedingt einzuhalten. Nach Ablauf der Abbauezeit ist die Messe Berlin berechtigt, den Abbau sowie den Abtransport und die Einlagerung von Ausstellungsgütern auf Kosten des Ausstellers vorzunehmen oder vornehmen zu lassen. Eine Haftung für Verluste oder Beschädigungen des Ausstellungsgutes wird von der Messe Berlin nur im Falle von Vorsatz und grober Fahrlässigkeit übernommen. Für die entstandenen Kosten steht ihr ein Pfandrecht zu (Ziffer 6.4).

16 Standgestaltung

16.1 Genehmigungsvermerk

Ausgehend davon, dass die Technischen Richtlinien bei der Gestaltung und Ausführung des Standes eingehalten werden, ist es bei ebenerdigen, eingeschossigen Standbauten ohne Überdachung in den Messehallen nicht erforderlich, Zeichnungen zur Genehmigung einzureichen. Alle anderen Standbauten, mobile Stände, Sonderbauten und Konstruktionen sind genehmigungspflichtig. Aufbaupläne (Grundriss und Ansicht) sind in doppelter Ausführung bei der Messe Berlin zur Genehmigung einzureichen. Einzelheiten enthalten die Aussteller-Service-Unterlagen.

16.2 Erscheinungsbild

Der Ausstellungsstand muss dem Gesamtplan der Ausstellung angepasst sein. Die Messe Berlin behält sich vor, den Aufbau unpassend oder unzureichend ausgestal-

teter Stände zu untersagen.

16.3 Ausstattung während der Öffnungszeiten

Der Stand muss während der gesamten Dauer der Messe oder Ausstellung zu den festgesetzten Öffnungszeiten ordnungsgemäß ausgestattet und mit fachkundigem Personal besetzt sein.

16.4 Vertragsstrafe

Verstößt der Aussteller schuldhaft gegen die oben genannten Vorschriften (Ziffer 16.2,3), kann die Messe Berlin nach erfolgloser Abmahnung eine Vertragsstrafe in Höhe von 500,00 Euro je Tag geltend machen.

17 Aussteller-Service-Unterlagen

Die Aussteller-Service-Unterlagen, die über alles Wissenswerte hinsichtlich Technischer Richtlinien, des technischen Ausstattungsstandards, Installationen, Standbau, -gestaltung und -ausstattung sowie weitere Messedienste der MB Capital Services GmbH, Versicherung, Öffentlichkeitsarbeit, Katalog, Zimmerbestellungen und sonstiger Dienstleistungen informieren und die erforderlichen Formulare enthalten, werden allen Ausstellern zur Verfügung gestellt.

18 Allgemeine Hallenbegehung, Bewachung, Reinigung

a) Die Messe Berlin führt eine regelmäßige Begehung der Hallen durch, insbesondere aus Gründen des vorbeugenden Brandschutzes (z.B. Freihaltung von Notausgängen). Eine Bewachung des einzelnen Messestandes ist damit nicht verbunden. Für die Bewachung des einzelnen Messestandes ist ausschließlich der Aussteller zuständig und verantwortlich. Die Messe Berlin weist darauf hin, dass auch außerhalb der Öffnungszeiten der Veranstaltung die Hallen zugänglich sein können, weil Veranstaltungen stattfinden (z.B. Ausstellerabende) oder Reinigungsdienste tätig sind. Zur Nachtzeit sind bewegliche Gegenstände unter Verschluss zu halten. Der Aussteller kann für die Standbewachung bei der Messe Berlin einen Wachdienst beauftragen. Der Einsatz sonstiger Wachdienste bedarf der vorherigen schriftlichen Zustimmung der Messe Berlin. Der Abschluss einer geeigneten Versicherung durch den Aussteller wird empfohlen.

b) Die Messe Berlin sorgt für die allgemeine Reinigung des Geländes und der Hallengänge. Die Reinigung des Standes obliegt dem Aussteller. Sie muss täglich vor Eröffnung der Veranstaltung beendet sein.

c) Sofern kein ausstellereigenes Personal eingesetzt wird, ist die jeweilige Vertragsfirma der Messe Berlin mit der Standreinigung und Bewachung zu beauftragen.

d) Der Aussteller bzw. der von ihm beauftragte Standbauer ist für die Entsorgung der von ihm verursachten Abfälle zuständig. Er hat die Regelungen der in den Aussteller-Service-Unterlagen enthaltenen Umweltrichtlinien zu beachten.

19 Technische Installationen

Die Versorgung mit Strom, Wasser, Gas und Telefon sowie sonstigen Dienstleistungen in den Hallen erfolgt durch die von der Messe Berlin zugelassenen Firmen. Näheres regeln die besonderen Teilnahmebedingungen.

20 Fotografieren

Mit der Anfertigung von Fotos, Film- oder Videoaufnahmen im Auftrag der Aussteller sollten während der täglichen Öffnungszeiten nur von der Messe Berlin zugelassene und mit einem entsprechenden Ausweis versehene Fotografen oder Film- und Videoproduktionsgesellschaften beauftragt werden. Vor Beginn und nach Schluss der täglichen Öffnungszeiten dürfen nur diese beauftragt werden. Andere Fotografen oder Produktionsgesellschaften haben keinen Zugang zum Messegelände. Auskünfte erteilt die MB Capital Services GmbH.

21 Gastronomische Versorgung

Die gastronomische Versorgung hat grundsätzlich durch die Capital Catering GmbH, Messedamm 22, 14055 Berlin, Tel. 030/3038-3914, zu erfolgen.

22 Datenschutz

Wir erheben, nutzen und verarbeiten Ihre personenbezogenen Daten für die Begründung, Durchführung und Abwicklung Ihres Vertragsverhältnisses mit der Messe Berlin GmbH und zu Zwecken der Marktforschung. Um unsere vertraglichen Verpflichtungen erfüllen zu können, leiten wir Ihre Daten teilweise an Tochterunternehmen der Messe Berlin und Partnerunternehmen weiter, die die personenbezogenen Daten in unserem Auftrag verarbeiten.

Sofern Sie uns Ihr Einverständnis erteilt haben, geben wir Ihre Daten an unsere Konzernunternehmen und offiziellen Partnerunternehmen auch zu dem Zweck weiter, dass diese Ihnen eigene Zusatzleistungen oder ähnliche Leistungen anbieten können,

sowie an die offiziellen Auslandsvertretungen und Partnerunternehmen der Messe Berlin GmbH im Ausland.

Ihre Daten werden im Rahmen der gesetzlichen Vorschriften und ausschließlich zu den definierten Zwecken genutzt.

Uns erteilte Einwilligungserklärungen können Sie jederzeit gegenüber der Messe Berlin GmbH widerrufen.

23 Schlussbestimmungen

23.1 Schriftform

Abweichungen vom Inhalt dieses Vertrages (Ziffer 1.2) sowie Nebenabmachungen sind nur dann rechtsverbindlich, wenn sie von der Messe Berlin schriftlich bestätigt wurden.

23.2 Deutsches Recht

Die gegenseitigen Rechte und Pflichten aus diesem Vertragsverhältnis und aus Anlass dieses Vertrages unterliegen dem Recht der Bundesrepublik Deutschland.

23.3 Erfüllungsort und Gerichtsstand

Erfüllungsort ist Berlin-Charlottenburg. Ist der Beklagte Kaufmann oder eine juristische Person des öffentlichen Rechts oder hat der Beklagte keinen allgemeinen Gerichtsstand im Inland, ist Gerichtsstand nach Wahl des Klägers Berlin-Charlottenburg oder der allgemeine Gerichtsstand des Beklagten.

23.4 Verjährung

Ansprüche des Ausstellers gegen die Messe Berlin verjähren in 6 Monaten, soweit nicht zwingende gesetzliche Vorschriften dem entgegenstehen.

23.5 Salvatorische Klausel

Sollten einzelne Bestimmungen dieser allgemeinen Geschäftsbedingungen unwirksam sein, so wird die Gültigkeit der übrigen Regelungen dadurch nicht berührt. Die unwirksame Bestimmung ist so abzuändern, dass der beabsichtigte Zweck erreicht wird.

General Terms of Business for Trade Fairs and Exhibitions organised by Messe Berlin GmbH

General Regulations

1. Applications
2. Joint Exhibitors
3. Conclusion of Contract
4. Allocation of Stands
5. Exhibits
6. Payment Conditions
7. Liability, Insurance
8. Cancellation, Non-participation on the Part of the Exhibitor; Withdrawal from the Contract by Messe Berlin
9. Force Majeure
10. Workers and Exhibitors Passes
11. Photographs and Film, Video and Sound Recordings
12. Advertising
13. Official Approval, Legal Regulations, Technical Guidelines
14. Regulations for the Maintenance of Order

Stand Construction

15. General Regulations, Deadlines
16. Stand Design

Other Services

17. Exhibitor Service Documents
18. General Inspection, Cleaning
19. Technical Installations
20. Photography
21. Catering Services
22. Data Protection

Concluding Regulations

1 Applications

1.1 Stand Applications

Applications to participate in a trade fair or exhibition (event) must be made using the form marked "Application Form". This form should be completed carefully and should include a legally binding signature. The application is an irrevocable offer to enter into a contractual agreement with Messe Berlin GmbH (hereinafter "Messe Berlin"), to which the exhibitor is committed until the commencement of the event.

1.2 Details of the Contract

The main sections of the contract are

- a) the Application Form,
- b) the Special Conditions of Participation,
- c) the Regulations as contained in the Exhibitor Service Documents,
- d) the General Terms of Business.

Where there is conflict between these various regulations they shall apply in the order listed above.

1.3 Conclusion of the Contractual Regulations

By signing the stand application the exhibitor recognises as binding the Terms of Business and Conditions of Participation, as well as the Regulations contained in the Exhibitor Service Documents. He is responsible for ensuring that those persons employed by him during the event also comply with the terms of the contract in every respect.

2 Joint Exhibitors

If a number of exhibitors intend to hire a stand jointly, they must name one of their number in their application who will be authorised to negotiate with Messe Berlin on their behalf.

The authorised party bears the same liability for any faults or cases of negligence on the part of those whom he is authorised to represent as he does for his own faults and negligence. The participating exhibitors are liable jointly and severally to Messe Berlin.

3 Conclusion of Contract

3.1 Confirmation of Order

Messe Berlin will confirm its decision to accept an offer with a written confirmation of order (acceptance of the exhibitor and the exhibits for which application has been made).

3.2 Restrictions on the Exhibitor and Exhibits

If relevant grounds exist, and in particular if there is insufficient space, Messe Berlin may exclude individual exhibitors from participating, and may also limit the event to specific groups of exhibitors, if this becomes necessary in order to attain the objectives of the event. This also applies to exhibits.

3.3 Deviations from the Application

If Messe Berlin accepts the application for display space or for exhibits, subject to extensions, restrictions or other alterations, it is obliged to abide by this offer for a period of two weeks.

4 Allocation of Stands

4.1 Principle

In allocating the stand Messe Berlin will take into account the subject and the way in which a particular event is subdivided, as well as the space that is available. Messe Berlin will endeavour to meet specific requirements for stand locations wherever possible.

4.2 Changes to Adjoining Stands

The exhibitor should accept that changes may take place in the situation on other stands at the beginning of the event, compared with the time at which initial acceptance was granted. No claims for damages by either party can be entertained.

4.3 Exchanging Stands or Transferring them to Third Persons

The allocated stand may not be exchanged for that of another exhibitor, nor may it be transferred either partially or completely to a third person unless agreement has been reached with Messe Berlin.

5 Exhibits

5.1 Removal, Exchange

Only the agreed exhibits may be displayed. Furthermore they may only be removed subject to the approval of Messe Berlin. Exhibits may only be replaced by other items if written agreement has been obtained from Messe Berlin, and replacement must take place at least one hour before the official daily opening time, or one hour after the official closing time.

5.2 Exclusions

Messe Berlin is entitled to demand that exhibits should be removed if these were not included in the stand hire contract, or if they subsequently prove to cause annoyance or danger, or are incompatible with the objectives of the event. In the event of non-compliance, Messe Berlin is entitled to have recourse to law in removing the exhibits at the exhibitor's expense.

5.3 Direct Sales

Unless expressly permitted, no items may be sold directly. If such approval is given the exhibits must be marked with clearly legible price tickets. It is the exhibitor's responsibility to obtain the necessary approval from the trading and health authorities, and to observe these regulations. The Exhibitor Service Documents contain further details.

5.4 Protection of Copyrights and Patents

It is the responsibility of the exhibitor to ensure that copyrights and other industrial patents exist for his exhibits. A six month period of protection from the beginning of an exhibition for the protection of the inventions, samples and trademarks will only become effective if the Federal Minister of Justice has published the relevant announcement in the Bundesgesetzblatt (Federal Law Gazette).

6 Payment Conditions

6.1 Date when Payment becomes Due

The stand rental, as per Confirmation of Order, is to be paid onto one of the accounts listed on the invoice. These payments must be made within the time period stated in the specific trade fair conditions of participation and be annotated with the invoice and customer number. The amounts are due for payment at the time the invoice is issued. A final invoice will be sent after the event.

6.2 Transfer of Claims, Offsetting Claims

Claims against Messe Berlin are not transferable. Claims may only be offset in the case of uncontested counter-claims or counter-claims which have been ruled valid.

6.3 Objections

Objections to invoices will only be considered if submitted to Messe Berlin in writing within 14 days following issue of the invoice.

6.4 Hirer's Rights of Lien

In order to secure any claims it may have, Messe Berlin shall be entitled to exercise its rights of lien as hirer, and to sell the items thus withheld as it wishes, following notification in writing. Messe Berlin is only liable for any damage to the items held in lien if such damage was caused maliciously or by gross negligence.

7 Liability, Insurance

7.1 Messe Berlin assumes full liability for all damages resulting from intention or gross negligence on the part of Messe Berlin, its legal representatives or managing staff.

7.2 Messe Berlin is fundamentally liable for damages caused due to gross negligence on the part of assistants employed by Messe Berlin. This liability is limited to damages that are generally associated with this type of contract.

7.3 Messe Berlin is fundamentally liable for every breach of contract with regard to major contractual obligations. Major contractual obligations are defined as those that are vital to achieving the objectives of the contract (cardinal obligations). For breaches of cardinal obligations, provided they do not fall under Section 7.1, liability is limited to damages that are generally associated with this type of contract.

7.4 The limits of liability according to Paragraphs 1 through 3 do not apply to liability for insufficient warranted quality, liability according to German product liability laws, and liability for loss of life, limb, or

health.

7.5 Messe Berlin is not liable for pre-existing deficiencies associated with rented space and equipment (guarantee liability), regardless of fault.

7.6 The exhibitor is liable in accordance with legal regulations. It is recommended that exhibitors carry sufficient insurance. For further details, see the Exhibitor Service Documents.

8 Cancellation, Non-participation on the Part of the Exhibitor; Withdrawal from the Contract by Messe Berlin

8.1 Cancellation, Non-participation on the Part of the Exhibitor

The full stand rental charge shall still be payable if the exhibitor cancels or fails to take part in the event without notification of cancellation. If the exhibitor cancels and another lessee can be found for the stand, Messe Berlin retains the right to demand 25% of the invoiced stand rental charge from the original lessee to cover costs. The full stand rental must be paid when Messe Berlin rents the agreed upon stand space, although the overall area is reduced as a result of the cancellation/non-participation. The lessee retains the right to submit evidence to prove that no such costs were incurred by Messe Berlin, or that they were lower than stated. The right to assert additional claims remains unaffected.

8.2 Withdrawal by Messe Berlin

Messe Berlin is entitled to withdraw under the following circumstances:

- a) if the rental charge is not received in full at the latest by the date stated in the invoice for participation costs and if the exhibitor does not pay before the expiry of any extension period that may be granted;
- b) if the stand is not occupied in time, i.e. if it is not obviously occupied within 24 hours before the official opening;
- c) if the exhibitor infringes domiciliary rights, and does not refrain from such actions even after being advised to do so;
- d) if the registered exhibitor, as a private or corporate entity, no longer conforms to the requirements for granting acceptance, or if Messe Berlin subsequently becomes aware of any reasons which, they had been known before, would have excluded that person from participation. This applies in particular when bankrupt-

cy or insolvency proceedings have been instituted, or if the exhibitor becomes insolvent. In such circumstances exhibitors are required to inform Messe Berlin immediately.

In that cases, referred to above, Messe Berlin is entitled to claim damages. No. 8.1 may be applied accordingly.

9 Force Majeure

9.1 Cancellation of the Event

If Messe Berlin is prevented from holding the event for reasons outside its own control or that of the exhibitor, all claims to the stand rental become void. However, Messe Berlin may still invoice the exhibitor for work carried out in the latter's instructions, to cover any expenses already incurred, if the exhibitor is unable to furnish evidence that the results of this work are of no interest to him.

9.2 Rescheduling of the Event

If Messe Berlin is in a position to hold the event at a later date it must notify exhibitors immediately. Exhibitors are entitled to cancel their participation in the event if it is rescheduled, provided such cancellation is given within one week following receipt of this notification. In such cases claims for payment of stand rental no longer apply.

9.3 For Events that have Already Commenced

If Messe Berlin is obliged to shorten or cancel an event that has already begun, as a result of force majeure, exhibitors are not entitled to assert claims for repayment or for exemption from the stand rental charge.

10 Workers and Exhibitors Passes

10.1 Workers' Passes

Exhibitors will be supplied free of charge with passes for themselves and for any auxiliary staff employed during construction and dismantling. These will only be valid during construction and dismantling periods, and do not entitle the holders to enter the Exhibition Grounds during the event itself.

10.2 Exhibitors' Passes

Exhibitors will receive a limited number of special passes valid for the duration of the exhibition or fair, for use by themselves and their employees, and entitling them to admission free of charge. Additional details can be found in the conditions of participation.

10.3 Regulations Applying to Both Types of Passes

Passes are issued in the holder's name, or must be filled in correctly by the holder. They are not transferable and are only valid in conjunction with an official ID document. In cases of misuse the passes will be withdrawn without compensation. In the case of joint participation by a number of exhibitors, only the authorised exhibitor will receive the required passes. Additional passes are available, for which a charge will be made.

11 Photographs and Film, Video and Sound Recordings

Messe Berlin is entitled to take photographs, make drawings, or to make films or video recordings of events taking place at the fair, of structures and stands, or of exhibits, and to use these for advertising purposes or for publication in the media. No objections for whatever reason by exhibitors will be entertained. This also applies to photographs or recordings made directly by the press or television with the approval of Messe Berlin.

12 Advertising

12.1 Scope

Advertising of all kinds is permitted but only within the stand hired by the exhibitor, on behalf of the exhibitor's own company, and only for exhibits manufactured or distributed by the exhibiting firm.

12.2 Approval

Advertising by means of loudspeakers, the display of slides or films, or the inclusion of performances or shows require the written approval of Messe Berlin. Written approval must also be obtained for the use of other equipment and installations intended to enhance the impact of advertising either optically or acoustically. Advertising of a political nature is strictly prohibited.

13 Official Approval, Legal Regulations, Technical Guidelines

In all cases it is the responsibility of the exhibitor to obtain official approval. Exhibitors are responsible for ensuring the compliance with GEMA (performing rights) regulations, as well as with regulations pertaining to trading and industrial law, police regulations, health regulations and other legal requirements. This also applies in particular to the "Law on technical equipment" (Gerätesicherheitsgesetz). Moreover, exhibitors must observe the "Technical Guidelines" as specified in the Exhibitor Service Documents, in particular with regard to

the regulations contained therein relating to stand construction and design, and the extensive safety regulations also specified in this folder.

14 Regulations for the Maintenance of Order

14.1 Domiciliary Rights

During the event exhibitors are subject to the domiciliary rights of Messe Berlin, which apply throughout the exhibition grounds. Exhibitors must comply with instructions given by employees of Messe Berlin, who will prove their identity by means of an appropriate identification document.

14.2 Parking Spaces

Efforts will be made to meet exhibitor specific requirements regarding parking on the exhibition grounds. However no automatic rights exist to a parking space.

14.3 Access to the Exhibition Grounds

Vehicles which do not have the correct authorisation or a document entitling them to park within the exhibition grounds will not be allowed access to the grounds during the event. Regulations pertaining to the delivery of goods and other items are covered by the conditions of participation.

14.4 Leaving the Grounds

Exhibitors and accompanying persons must leave the halls within one hour following the official closing time each day, and all vehicles must leave the grounds by this time. Any persons wishing to leave the exhibition with packages must furnish proof that they are entitled to do so to the security staff at the exits.

14.5 Miscellaneous

No animals are permitted on the exhibition grounds. Water required for use in connection with foodstuffs or for the cleaning of utensils coming into immediate contact with foodstuffs may only be obtained from taps supplying hygienic water. Water for such purposes may not be obtained from toilet facilities.

14.6 Environmental Protection

Exhibitors are required to make every effort to protect the environment. In this respect they should also observe the Environmental Guidelines of Messe Berlin which are enclosed with the Exhibitor Service Documents.

15 General Regulations, Deadlines

15.1 Deadlines

The construction and dismantling periods will be specified in the Special Conditions of Participation.

15.2 Construction, Services for Exhibitors

The Exhibitor Service Documents contain a list of services available from MB Capital Services GmbH, a division of Messe Berlin, regarding planning, construction and design of standard and individual stands.

15.3 Dismantling

a) Clearance Passes

A clearance pass must be shown before exhibits can be removed at the end of the exhibition or trade fair. Such passes will only be issued and made available to the stand occupant if the stand rental invoice has been paid in full.

b) Dismantling Period

Stands may not be cleared before the end of the event. Dismantling must be completed by the end of the allotted dismantling period. On expiry of this period Messe Berlin is entitled to undertake dismantling, removal of exhibits and their storage at the exhibitor's expense, or to order such arrangements to be made at the exhibitors' expense. Messe Berlin will only be liable for losses or damage to exhibits when such losses or damages are due to deliberate action or gross negligence. Messe Berlin is entitled to impose liabilities to cover any expenses thus incurred (No. 6 Item 4).

16 Stand Design

16.1 Authorisation Certificate

Exhibitors with ground-level, single-story stands without roofs are not required to submit plans for approval, providing the stand is in compliance with all other technical guidelines. Any other type of stand, mobile stand, or special constructions require approval. Construction plans (floor plan and front view) must be submitted in duplicate to Messe Berlin for approval. Complete details can be found in the Exhibitor Service Documents.

16.2 General Appearance

The exhibition stand must comply with the overall plan for the exhibition. Messe Berlin reserves the right to prohibit construction of unsuitable or inadequately designed stands.

16.3 Stand Equipment and Fittings during the Hours that the Event is Open

The stand must be correctly equipped and furnished, and staffed by competent personnel throughout the duration of the fair or exhibition, between the stipulated opening times.

16.4 Penalty Clause

If the exhibitor fails to comply with the regulations as stated above (No. 16, Item 2, 3), Messe Berlin is entitled to impose a penalty of Euro 500.00 per day if its instructions and warnings are not heeded.

17 Exhibitor Service Documents

The Exhibitor Service Documents contain information about the following: Technical guidelines, technical equipment standards in the halls, installations, stand constructions, design and furnishing, as well as about other services at trade fairs provided by MB Capital Services GmbH, insurance, PR work, the catalogue, room reservations and other services. The Exhibitor Service Documents also contain the necessary forms.

18 General inspection of the halls, surveillance, cleaning

- a) Messe Berlin carries out regular inspection of the halls, in particular for the purposes of fire prevention (e.g. keeping emergency exits clear). This does not include surveillance of individual stands. Exhibitors themselves are in charge of and responsible for the surveillance of individual stands. Messe Berlin draws attention to the fact that access may also be granted to the halls outside the hours of the event, due to other events that may be taking place (such as exhibitor evenings), or cleaning work. Moveable objects should be locked up overnight. Exhibitors may order security services from Messe Berlin. The deployment of such security services requires the prior written approval of Messe Berlin. Exhibitors are advised to take out suitable insurance cover.
- b) Messe Berlin will provide general cleaning on the grounds and in the aisles. Exhibitors are responsible for cleaning their own stands. Such cleaning work must be completed each day prior to the opening of the event.
- c) If the exhibitors do not employ their own personnel, stand cleaning and security must be arranged through the relevant company appointed by Messe Berlin.

- d) The exhibitor or his appointed stand constructor is responsible for disposing of any waste materials resulting from its work. In this respect the rules laid down in the environmental guidelines in the Exhibitor Service Documents must be observed.

19 Technical Installations

Regular supplies of electricity, water, gas and telephone services, along with other services in the halls, will be provided by companies authorised by Messe Berlin. Further details are contained in the conditions of participation.

20 Photography

The taking of photographs, films or videos on behalf of exhibitors during the daily opening hours of the event may only be carried out by photographers, film or video production companies thus authorised by Messe Berlin and in possession of the appropriate pass. Such authorisation also applies prior to and after the daily opening hours of the event. No other photographers or production companies will be permitted access to the Exhibition Grounds. Information on this matter can be obtained from the MB Capital Services GmbH.

21 Catering Services

Catering services are provided exclusively by Capital Catering GmbH, Messedamm 22, 14055 Berlin, Germany Telephone +49(0)30 / 3038-3914.

22 Data Protection

We collect, use and process your personal data for the purposes of substantiating, fulfilling and processing your contract with Messe Berlin GmbH as well as for market research. In order to fulfil our contractual obligations, it is necessary to forward some of your information to Messe Berlin subsidiaries and partner companies that process this data on our behalf.

If you have authorised us to do so, we share your information with our affiliated enterprises and official partner companies to enable them to offer you their own supplementary services or other similar services. This information is also made available to official Messe Berlin GmbH foreign representatives and partner companies located outside of Germany.

Your information is used in accordance with legal stipulations and only for the defined purposes.

Any declaration of consent you have provided to Messe Berlin GmbH can be withdrawn at any time.

23 Concluding Regulations

23.1 Changes and Amendments in Writing

Any changes to the contents of this agreement (No. 1 Item 2), and ancillary agreements, are only legally binding if they have been confirmed in writing by Messe Berlin.

23.2 German Law

The mutual rights and obligations deriving from this contractual arrangement and resulting from this contract are subject to the law of the Federal Republic of Germany.

23.3 Place of Performance and Venue

Place of fulfillment is Berlin-Charlottenburg. If the defendant is a businessman or a legal entity in the public domain, or if the defendant has no general place of jurisdiction within Germany, the place of jurisdiction is Berlin-Charlottenburg or the defendant's own place of jurisdiction.

23.4 Statute of Limitations

Claims by exhibitors against Messe Berlin expire after 6 months if not precluded by cogent legal regulations.

23.5 Redemptory Clause

If any individual provisions in these general terms of business become void, this shall not affect the validity of the other regulations. The void provision should be altered in such a way as to fulfil the intended purpose.