

Conditions of participation for the Bazaar Berlin

1. The event and its organisers

Bazaar Berlin is organized by Messe Berlin GmbH at the Berlin Exhibition Grounds (ExpoCenter City).

Bazaar Berlin is an international sales exhibition of industrial and handicraft products in the fields of home textiles, accessories (belts, scarves, wallets), jewelry, costume jewelry, clothing, bags, decorative items, handicrafts, toys, musical instruments, carpets, furniture, cosmetics, personal care, tourism.

2. 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:
06.11.2023 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

3. Exhibitors

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

4. 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.

5. 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 11). 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 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

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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

6. 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).

7. 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 Guide-line of Messe Berlin under item 5.11 listed.

8. 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>.

9. COVID-19, Hygiene and Safety Concept

9.1 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.

9.2 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.

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

10.1 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.

10.2 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 payment, 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.

10.3 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.

10.4 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.

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

10.5.1 In the event of a justified exceptional situation that makes it impossible 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.

10.5.2 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.

10.5.3 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 state-

ment 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.

10.5.4 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.

10.5.5 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.

10.5.6 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.

10.5.7 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.

11. 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.