

# FAIR TERMS AND CONDITIONS

As of October 2020



## 1. Contract

The contract between the contractual partner (hereinafter referred to as the "Exhibitor") and the Organiser regarding the fair participation of the Exhibitor shall be concluded by returning the Organiser's offer (by post, fax or scanned via e-mail) signed by the Exhibitor. Any reservations, deletions, additions and amendments to the Organiser's offer or these Fair Terms and Conditions shall be ineffective. Deviating from regulations or terms and conditions of the Exhibitor shall only apply in the event of the express written consent of the Organiser. By signing the Organiser's offer, the Exhibitor accepts these Fair Terms & Conditions in their entirety. Apart from stand rental, these Fair Terms and Conditions shall also apply mutatis mutandis to all ancillary services or additional orders such as advertising services, exhibitor insurance, stand construction services, rental of equipment, provision of electricity, water and other facilities. In connection with a stand rental, the Exhibitor may place additional written orders via an authorised representative, whereby the conclusion of a contract by e-mail is sufficient. The Organiser reserves the right to change the beginning and duration of the fair or to postpone the fair to another date while maintaining the contractual relationship without the Exhibitor being able to derive any claims whatsoever against the Organiser (e.g. withdrawal, damages). The Organiser reserves the right to transfer the fair for independent execution to a third party (licensee). The Exhibitor expresses his consent to a possible future transfer of agreement by signing the Organiser's offer without a separate declaration by the Exhibitor being required. Thus, in the event of a transfer of the fair for independent execution to a third party (licensee) whereof the Exhibitor has to be informed the Exhibitor shall assert any and all claims and rights solely against the third party (licensee).

## 2. Fee

Upon the Organiser's receipt of the offer signed by the Exhibitor, the Exhibitor shall be obliged to participate in the fair. The prices stated in the Organiser's offer for the specified services or duration of the event shall apply. Each square meter or part thereof will be charged in full. All prices quoted are net prices. In addition, the Exhibitor is obliged to pay all applicable taxes, fees and charges, in particular sales tax, advertising fees and legal transaction fees.

## 3. Admission and Space Allocation

The Organiser is not obliged to make an offer to the Exhibitor. Sending an offer including space allocation shall be at the sole discretion of the Organiser. Commercial agents and importers may exhibit for the companies they represent. Only the product groups listed on the fair website may be exhibited, advertised and sold at the fair. The exhibitor is obliged to exhibit the registered products without restriction during the entire duration of the event. An early closure or premature dismantling of the Exhibition Corners is not allowed. If these obligations are breached, the Organiser may terminate the contract without notice and assert claims for damages against the Exhibitor. No legal claim for admission to another fair can be derived from the submission of an offer for participation in the fair. At the sole discretion and without the Exhibitor's consent, the Organiser shall be entitled to subsequently allocate a stand space in a different location, to change the size of the stand space up to a maximum of 10 %, to relocate or close entrances and exits to the exhibition grounds and to the halls or to make other structural changes. If the size of the stand area is changed, the agreed fee shall be adjusted to the changed size of the area. Further claims by the Exhibitor, in particular, claims for damages against the Organiser, are excluded. The Exhibitor shall be obliged to transfer the present Fair Terms and Conditions, their integrating contractual components and other conditions specified in the offer in their entirety to his employees, representatives, co-exhibitors and third exhibition participants and to ensure that they are complied with and shall be liable for compliance with the aforementioned provisions as if for his own fault.

## 4. Marketing and Service Fee

The Exhibitor is obliged to pay the marketing and service fee. The marketing and service fee includes – depending on the size of the stand – a quota of exhibitor parking cards and exhibitor passes as well as entry and access to the Exhibitor's company profile in the online exhibitor catalogue.

## 5. Cancellation

In case of withdrawal from the fair by the Exhibitor (cancellation) the Exhibitor must pay the Organiser the following cancellation fees, regardless of fault: Up to 8 weeks before the start of the fair 50 % of the agreed fee, from 8 weeks before the start of the fair 100 % of the agreed fee, in each case plus taxes, duties and other ancillary costs, services already rendered by the Organiser as well as ordered digital products and stand constructions. The assertion of any further damage remains unaffected. The Exhibitor acknowledges that the cancellation fees shall also be payable if the Organiser succeeds in renting out the exhibition stand to a third party.

## 6. Invoicing and Terms of Payment

After the return of the signed offer, the Exhibitor will receive an invoice, which must be paid in full without any deduction at the latest 6 weeks before the start of the event. Invoices issued after this date are due immediately. The Exhibitor is obliged to pay all costs for ancillary services and additional orders upon invoicing, whereby the Organiser is also entitled to demand advance payments for these services. In any case, an invoice may stipulate different terms and dates of payment, which are binding for the Exhibitor. The timely payment of the invoice is a prerequisite for the handover of the allocated stand. If the invoice amount has not been received by the Organiser by the due date, the Organiser shall be entitled to rent out the assigned stand to a third party without setting a further deadline and to charge cancellation fees to the Exhibitor in accordance with Section 5. Objections to the invoice must be made within 8 days of receipt, otherwise the invoice shall be deemed to have been approved by the Exhibitor. In the event of late payment, the Organiser shall be entitled to charge 12 % default interest p.a. from the due date and a flat-rate reminder fee of € 40. In addition, the Exhibitor is obliged to reimburse the Organiser for the reminder and dunning costs incurred. This shall not affect the costs of legal action and execution determined by the courts. If the invoice is issued to another invoice recipient, the Exhibitor must ensure that it is paid in due time and is obliged to pay the invoice immediately if the other invoice recipient is in default. The Exhibitor is not entitled to withhold, refuse or offset payment of due invoices due to counterclaims of any kind whatsoever.

## 7. Contract Resignation

The Organiser is entitled to withdraw from the contract without a grace period with immediate effect if: 1) the Exhibitor fails to meet his payment obligations on time 2) in the meantime, insolvency proceedings against the Exhibitor take place or are imminent, or his solvency has been significantly impaired, 3) there are outstanding claims from previous fairs, 4) the Exhibitor's exhibits do not correspond to the product groups indicated on the trade fair website, violate statutory regulations or infringe industrial property rights or 5) the Exhibitor violates the provisions of these fair terms and conditions. In the event that the Organiser withdraws from the contract, Section 5 shall apply mutatis mutandis.

## 8. Co-Exhibitors

Co-exhibitors are third parties who, together with the contracting Exhibitor, use the latter's stand space for their own business activities on the basis of these fair terms and conditions. The Exhibitor is obliged to announce Co-exhibitors by making an entry in the online exhibitor catalogue. For each Co-exhibitor, the Co-exhibitor fee stated on the fair website as well as the marketing and service fee must be paid. In addition, any total or partial rental or transfer of the stand space to third parties requires the prior written consent of the Organiser and is based exclusively on these Fair Terms and Conditions.

## 9. Force Majeure, Important Reasons

If the event cannot take place or has to be postponed while maintaining the contractual relationship for reasons of force majeure, such as strikes, political events, epidemic, natural disaster, fire, official decrees, denied or delayed official approvals, changes in law, terrorism, difficulties with power supply or other important reasons beyond the Organiser's control, which make the performance of the event impossible or unreasonably difficult, the Organiser shall notify the Exhibitor thereof without delay. Furthermore, the Organiser is entitled to cancel the event or postpone it while maintaining the contractual relationship, if the conditions for the performance of the event deteriorate due to the spread of the SARS-CoV-2-Virus or a comparable infectious disease or due to official decrees or requirements. This applies also to individual cases with no existing reasons of force majeure. The Organiser is also entitled to cancel or postpone the event while maintaining the contractual relationship for economic reasons and will inform the Exhibitor of this three months before the date of the event if possible. In case of a postponement of the event by the Organiser according to this section any claims of the Exhibitor in this respect, of whatever nature, in particular claims for damages or rights for withdrawal, shall be excluded on merit and the Exhibitor is not obliged to pay cancellation fees in accordance with Section 5 to the Organiser, except for services already rendered. In case of a cancellation of the event by the Organiser according to this section the Exhibitor is not obliged to pay fees in accordance with Section 2 to the Organiser respectively the Organiser shall refund already paid fees, any further claims of the Exhibitor, of whatever nature, in particular claims for damages shall be excluded on merit and the Exhibitor is not obliged to pay cancellation fees in accordance with Section 5 to the Organiser, except for services already rendered.

## 10. Sales Regulation

The exhibitor is permitted to sell directly at public fairs in compliance with the relevant statutory provisions and to deliver the goods to the buyer immediately. At specialist fairs, the direct sale or delivery of goods of any kind whatsoever, including samples, is prohibited without the written permission of the Organiser. In the event of a breach of these obligations, the Exhibitor is obliged to reimburse the Organiser for all resulting costs, fees and taxes, regardless of fault. In the event of a breach by several Exhibitors, they shall be jointly and severally liable for the entire damage. The Exhibitor undertakes not to carry out the sale in a blatant manner.

The gastronomy is operated exclusively by a contractual partner of the Organiser or the venue. Exceptions require the express written consent of the Organiser. In the event of non-compliance, the Organiser shall be entitled to close down the Exhibitor's stand after prior notification at short notice or to discontinue the sale.

## 11. Exhibitor Passes, Exhibitor Parking Cards

Each Exhibitor shall receive for himself and his stand personnel a fixed number of exhibitor passes and exhibitor parking cards, depending on the size of the stand area, which shall be valid for the entire duration of the fair (including set-up and dismantling). Exhibitor passes and exhibitor parking cards required additionally can be obtained by the Exhibitor at the prices specified on the fair website.

## 12. Construction, Dismantling and Design of Stands

If not agreed otherwise, the exhibition spaces are provided without stand partition walls and without furnishings. If columns, beams, fire protection equipment etc. are located on the stand area for structural reasons, this shall not entitle the Exhibitor to a reduction in the rental fee. The Exhibitor is obliged to obtain information from the Organiser about the structural conditions of his stand area in good time before planning the construction of a stand. The Exhibitor must design his exhibition stand in such a way that the stand boundaries are not exceeded and the adjacent stand areas are not impaired by exhibits, advertising space etc. The exhibitor must inform the Organiser in good time prior to the planning of a stand construction. Exhibitors who do not construct or have constructed a fair stand on the area allocated to them are obliged to delineate the floor space by means of suitable boundary walls against all sides which are not adjacent to a visitor corridor. The stand structures of the Exhibitor must not exceed a height of 250 cm (including labels and decoration). Higher stand constructions are only possible after presentation of blueprints and written agreement with the Organiser. Appropriate construction plans must be submitted to the fair management no later than 2 months before the start of the fair. For a two-storey stand construction, a surcharge of 50 % on the space fee per sqm of built-up area is charged. Prior to the erection of multi-storey stands, the written consent of the neighbouring exhibitors (except island stands) and an expert report by a civil engineer regarding the proper and professional erection must also be available. For safety reasons, glass superstructures (except safety glass) may only be placed at a minimum distance of 50 cm from the edge of the stand. Exhibition stands rented from the Organiser must be handled with care. In particular, nailing, drilling and gluing is prohibited on all surfaces. The painted walls may be wallpapered, with the requirement that the wallpaper has to be removed immediately after the event by the exhibitor. If the wallpapers are not removed, this work will be carried out by the Organiser at the expense of the Exhibitor. In case of damage, the Exhibitor is obliged to reimburse the corresponding new price. During the opening hours of the event, the Exhibitor must permanently staff his stand area with sufficient personnel and clearly mark it with his name and address. The times for assembly and dismantling announced on the fair website shall be precisely adhered to. Exceeding these times is only permitted with the written approval of the Organiser and against payment of the fees stated on the fair website for the extension of these times. In case these times are exceeded without permission, the Exhibitor shall be obliged to pay the additional fees as minimum compensation, whereby the Organiser reserves the right to assert further claims for damages. Stand assembly must begin at latest by 12 noon one day before the beginning of the fair. If the rented area has not been used by this time or no notification has been given by the Exhibitor, the Organiser is entitled to assign the allocated stand space to a third party without further notice or to charge cancellation fees to the Exhibitor. The assembly work must be completed by the latest 6 pm of the final assembly day. In the event of an infringement of the assembly and dismantling times, claims of any kind against the Organiser shall be excluded. In the event of infringement of the dismantling time, the Organiser shall be authorized to undertake the clearing of the stand and its storage at the cost and risk of the Exhibitor. After dismantling, the original condition of the space is to be restored. Damages caused by improper handling of the stand areas, superstructures and equipment shall be reimbursed to the Organiser by the Exhibitor. During the set-up and dismantling times, every Exhibitor has an increased duty to care for the safety of his goods. Valuable and easily movable exhibits must be removed from the exhibition stand outside opening hours (especially at night) and stored by the Exhibitor at his own risk.

## 13. Technical Stand Equipment

Electricity, water and other technical connections are possible against payment for connection and usage fees. Installations of utility services may only be carried out by partner companies of the Organiser. All equipment, systems and installations of the Exhibitor must comply with the relevant standards and the regulations and requirements of event law.

## 14. Exhibition of Machines

Machines that are being exhibited must have a CE stamp of approval and comply with the MSV ordinance on machine safety. In the event that machines, safety components, or parts thereof do not comply with the MSV, this must be clearly indicated by a visible sign.

## 15. Liability

The Exhibitor is liable for damages caused to persons or property by himself, his employees, agents or exhibition objects and equipment and is obliged to indemnify and hold the Organiser harmless against any claims by third parties in this respect. The Organiser assumes no liability for theft, loss or damage of the exhibited goods, equipment and vehicles of the Exhibitor. Apart from personal injury, the Organiser's liability for damage to the Exhibitor, of whatever nature and on whatever legal grounds, incurred by the Exhibitor, its employees or third parties in connection with the preparation, realisation or execution of an event, shall be limited to damage for which the Exhibitor can prove that the Organiser or its vicarious agents have acted with intent or gross negligence on the part of the Organiser. Any liability of the Organiser for indirect damage, consequential damage, pure financial loss or loss of profit is generally excluded. The liability of the Organiser for damage suffered by the Exhibitor – on whatever legal grounds – is generally limited to a maximum total amount equal to the contractual remuneration. The Exhibitor is obliged to notify the Organiser in writing of any claims immediately, but at the latest within 14 days of becoming aware of them, failing which they shall be deemed forfeited. Claims for damages by the Exhibitor must be asserted in court within 6 months of the event causing the damage at the latest. Further warranty and liability claims of the Exhibitor not mentioned here, for whatever legal reason, are – insofar as legally permissible – excluded.

## 16. Safety

In the case of an exhibition of weapons, the Exhibitor is obliged to ensure that no unauthorised access or theft of weapons or weapon parts is possible by means of sufficient security measures such as, in particular, locked showcases and theft-proof security by means of steel cables or other suitable fastenings. Outside the exhibition hours, the Exhibitor must either remove the weapons or lock them in a theft-proof manner (e.g. weapons safe) or arrange for separate guarding of his exhibition area at his own expense. Firearms may generally only be exhibited in a non-usable condition (e.g. removal or shortening of the firing pin, sealed barrel, etc.). In addition, the Exhibitor is obliged to strictly comply with all relevant legal provisions concerning the safekeeping of weapons. Sold weapons may not be handed over directly to the buyer. Live ammunition, prohibited weapons or war material may not be exhibited, sold or passed on. Any shooting ranges require the prior written permission of the Organiser and the responsible authorities. Any target representations must relate to hunting (e.g. ring targets, animal targets) and must not depict humans or human-like beings. In the event of non-compliance with these regulations, the Organiser is entitled, at the Exhibitor's expense, to take safety measures or to close the exhibition stand. The Exhibitor shall indemnify and hold the Organiser harmless from and against any claims by third parties arising from any violation of the safety regulations laid down herein or any statutory provisions.

## 17. Fair Insurance

Unless otherwise agreed, the object of performance does not include insurance for the Exhibitor's objects and equipment or the exhibition stand. If the Exhibitor takes out an appropriate insurance policy with the Organiser or an insurance company, the conditions agreed in writing on the occasion of the conclusion of the insurance policy shall apply.

## 18. Fair Catalogue & Advertising Material of the

Organiser Every Exhibitor (including any co-exhibitors) is obliged to register in the online exhibition catalogue. The minimum entries according to the catalogue form shall be made at the Exhibitor's expense, even if the Exhibitor has not expressly placed an order. The Exhibitor is responsible for ensuring that his company profile, his product groups and the fair participants are correctly and completely stated in the online exhibitor catalogue. The Organiser shall not be liable for incorrect entries or advertisements in the online exhibition catalogue or other printed materials (misprints, formal errors, incorrect classification, non-entry, etc.). If required, the Organiser shall provide the Exhibitor with advertising material at the conditions and prices stated on the fair website. This gives the Exhibitor the opportunity to draw the attention of his customers to the event and to invite them to the event (invitation cards, vouchers).

## 19. Exhibitor's Advertising at the Venue

Printed forms and advertising material may only be distributed within the allocated stand areas. Advertising measures for companies other than those of the Exhibitor require the written consent of the Organiser. Advertising and marketing activities outside the stand area, in particular on the parking lots, as well as the performance of surveys are only permitted to the Exhibitor by a separate agreement and for a separate fee. In the event of infringements of competition law, the Organiser shall be entitled to close the Exhibitor's stand, whereby all claims of the Exhibitor in this respect shall be excluded. In the event of infringements of competition law, the Organiser shall be entitled to close the Exhibitor's stand, whereby all claims of the Exhibitor in this respect shall be excluded.

## 20. Special Events & Demonstrations

All types of special events and demonstrations that go beyond the usual presentation of the goods require the written consent of the Organiser. The Organiser is entitled to restrict or prohibit demonstrations despite prior approval that cause noise, dirt, dust, exhaust fumes and similar or that impair the proper course of events in any other disturbing manner. Acoustic or audio-visual demonstrations at the fair stand shall be designed in such a way that any sound does not exceed a level of 40 dB. In the event of non-compliance, the Organiser shall be entitled to close the Exhibitor's stand, whereby any (compensation) claims by the Exhibitor in this respect shall be excluded. Unless otherwise stated on the fair website, the Exhibitor is obliged to make any necessary registrations with AKM on his own responsibility. The Exhibitor is not permitted to carry out gambling.

## 21. Filming and Photography

In the case of filming and photography and the subsequent use of image recordings, the Organiser is obliged to comply with all data protection and personal rights obligations. The Exhibitor is not permitted to make or have produced films, photographs, drawings or other illustrations of exhibits and goods exhibited by other exhibitors.

## 22. Cleaning

The Organiser shall ensure that the area and corridors in the halls are cleaned. The Exhibitor shall be responsible for cleaning the stand area and disposing of waste in the designated containers. The Exhibitor shall be charged the costs of any substitute performance that may be necessary. At the Exhibitor's request and expense, cleaning partners approved by the Organiser may clean the stand. The disposal of hazardous waste must be arranged for by the Exhibitor himself.

## 23. Transport and Parking

Driving in the exhibition halls with motor vehicles of whatever kind is generally prohibited. For special transports, a written approval must be obtained from the Organiser in good time. From the end of the construction time, all vehicles must only be parked in the designated areas; especially entrances, driveways, fire brigade zones must be kept free at all times. During the event, trucks over 3.5 tons may not be parked in the parking lots. The Organiser can have illegally parked vehicles removed at the expense of the vehicle owner. The Organiser shall not accept any consignments destined for the Exhibitor and shall not be liable for any loss or incorrect or late delivery. If necessary, the fair forwarding agent shall store exhibition and packaging goods at the expense and risk of the Exhibitor.

## 24. Stand Security

During the fairs (including construction and dismantling times), a general hall guarding (external guarding of the exhibition halls, guarding of the fair entrances and patrolling of guards in the halls), is carried out by the Organiser. Additional separate stand guards must be ordered by the Exhibitor from the Organiser or its partner companies and will be charged additionally. Any performance of stand guarding by thirdparty guarding companies commissioned by the Exhibitor shall require the prior written consent of the Organiser. Overnight stays in the halls and outdoor areas are generally prohibited.

## 25. Right of Lien

In order to secure outstanding claims, the Organiser is entitled to a right of lien to the Exhibitor's exhibition items, exhibition stand and equipment. No legal proceedings shall be required to exercise this lien. The Organiser may remove the objects from the stand area and store them at the Exhibitor's expense and risk. The Organiser is entitled to sell these items by private sale and to set off the proceeds against the outstanding claims.

## 26. Violation of the Fair Terms & Conditions, Violations of the Law

The Exhibitor shall strictly observe the Fair Terms & Conditions and the relevant statutory provisions, in particular tax regulations, such as regulations concerning cash registers, fire protection and event regulations, the house rules and technical guidelines of the venue and other conditions stated on the fair website. The instructions of the Organiser and its agents shall be obeyed by the Exhibitor, its personnel and its agents. This also applies in particular to the parking and traffic areas belonging to the exhibition grounds. Non-compliance with these regulations and orders or other contractual agreements shall entitle the Organiser to close the allocated exhibition stand without further warning at the expense of the Exhibitor or to vacate it without initiating legal proceedings.

## 27. Data Protection (Declaration of Consent according to the Data Protection and Telecommunications Act)

The processing of personal data by the Organiser takes place in accordance with the applicable data protection regulations. For details on the processing of your data, in particular for the specific processing purposes and legal bases, please refer to the privacy policy of Austrian Exhibition Experts, the privacy policy for exhibitors and the privacy policy of the expo network, which are available at the fair website. If the Exhibitor notifies the Organiser of personal data of third parties (in particular data of representatives, contact persons, agents or other employees of his company) within the scope of the registration or in the course of the contract, he is obliged to inform the persons concerned without delay and to provide them with the privacy policy of the Organiser. The Exhibitor is liable for any disadvantages incurred by the Organiser in breach of this obligation. Consent to data processing and according to § 107 TKG (telecommunications act) to receive email newsletters and be contacted by phone. You give your explicit consent to be included in the expo network and agree to the processing your personal data described in clause 5.1. of the privacy policy of the expo network for the purpose of operating the expo network and providing the services offered through this platform. You expressly consent to Austrian Exhibition experts GmbH to providing you with information from time to time, advertising and surveys on own offers, events and services, as well as information on products or services of other companies with reference to fairs or similar events ("Email newsletter") or contact you by phone to conduct surveys on their own events and services. This consent can be revoked at any time by email to [office@expo-experts.at](mailto:office@expo-experts.at).

## 28. Written Form

There are no oral additional agreements. Unless otherwise agreed, amendments, supplements and additions to these Fair Terms & Conditions as well as other contractual elements must be made in writing. The Exhibitor may not derive any rights whatsoever from previous events or contracts.

## 29. General Provisions, Jurisdiction

Austrian law applies exclusively, with the exception of the conflict of laws rules. The place of jurisdiction is the competent court at the Organiser's place of business. Should any of the provisions of this contract be or become null and void due to a violation of mandatory law, this shall not affect the validity of the remaining contractual provisions. The parties shall replace the invalid provision with a provision that most closely corresponds to the purpose of the original provision. The Organiser's offer and any additional agreements between the parties, the house rules and the technical guidelines of the venue, the Exhibitor Terms & Conditions, the safety regulations, assembly and dismantling conditions as well as other conditions stated on the fair website and any additional order forms (e.g. press service, exhibitor passes, advertising material, seminars and lectures) shall form an integral part of the contract.