

1. General provisions

- (1) The contractual relationship between the Event Organizer and the Stand Operator shall be governed by the following terms and conditions only.
- (2) Registration must take place in writing using the registration form sent by the Event Organizer. The signed registration received by the Event Organizer shall be deemed a legally binding and irrevocable offer of the Stand Operator.
- (3) The Event Organizer is not obliged to accept the offer. The Event Organizer has the right to refuse registrations without giving reasons. Acceptance of the offer by the Event Organizer and admission to the event will be notified by the sending of a booking confirmation. A contract shall only come into existence on the booking confirmation being sent.
- (4) The Event Organizer reserves the right, if necessary, to alter the precise stand space at short notice, provided that, taking the Stand Operator's interests into account, such change would not be unreasonable for the latter.
- (5) The information provided in the registration will be processed with due regard to the provisions of the German Data Protection Act ("*Bundesdatenschutzgesetz*") and for purposes of implementation of and settlement for the event only.
- (6) Any supplementary agreements and amendments or additions to the contract shall only be valid if confirmed in writing by the Event Organizer. This shall also apply to any amendment to this agreement.
- (7) The Event Organizer organizes sports events with accompanying trade shows.

2. Product sales

- (1) The sale of products at the respective events is only permitted if this is expressly stated on the trade show information flyer. At all other events, selling is generally prohibited. In the event of any non-compliance with such prohibition, the Event Organizer has the right to close the stand.
- (2) The Stand Operator undertakes not to sell, without authorization, any merchandising products that are in any way connected to the event. In the case of any breach of this undertaking, the Event Organizer will immediately prohibit all further sale.

3. Structure and design of the stands

- (1) The structure and design of the stands must be in compliance with all statutory regulations, in particular the general and special provisions of building law, including any local regulations, as well as the rules specific to the event. The stand material must also be in compliance with all statutory regulations, in particular those relating to building supervision and fire safety. The stands must also be designed, built and erected in such a way that no person or thing can be harmed, endangered, hampered or inconvenienced by them.
- (2) No structural alterations may be made to the ground or floor. Any extension of the booked stand space - should any such extension be possible - will give rise to an additional charge. Encroachments upon the stand space through projections, pillars or flag or lamp masts will not give rise to any reduction in the stand rental charge.
- (3) Should a Stand Operator withdraw from use of the stand at short notice, the provisions relating to cancellation shall apply and the stand may be let to another party. In the case of structures that require approval, event modules and such like, the Stand Operator must have all approvals, permits etc. with him at the event and present them to the Event Organizer on request.

4. Domiciliary right and security

- (1) The Operator will take care of general guarding and surveillance. This comprises guarding the site as a whole but not security surveillance of the individual stands.
- (2) Within the site of the trade show, the domiciliary right is exercised by the Event Organizer. Instructions and directions of the Event Organizer and of his authorized agents and employees must be strictly complied with. The Event Organizer has the right to remove items on display from the stand if they breach any exclusivity rights of event sponsors or displaying them is incompatible with valid law, public morals or the event's exhibition range. Advertising for political or ideological causes is prohibited.

5. Stand Operator's liability

Should the Stand Operator or any of his personnel or vicarious agents (e.g. personnel of the firm commissioned by the Stand Operator to build and/or erect the stand) or any other persons acting for or on behalf of the Stand Operator on the trade show premises cause the Event Organizer any harm or damage, the Stand Operator shall be liable to provide compensation to the Event Organizer in unlimited amount.

6. Event Organizer's liability

The Event Organizer's liability - including also towards third parties - for all harm or damage other than damage or injury caused to life, limb or health, shall be limited to wilful intent and gross negligence. This shall also apply to vicarious agents employed by the Event Organizer.

7. Force majeure and similar events

Should the stand rental contract be prevented from being fulfilled through force majeure or other causes for which the Event Organizer cannot be held responsible, the Event Organizer has the right to repudiate the contract. In any such case, the Stand Operator shall be entitled to the refund of any stand rental already paid. All further claims, in particular for loss of profit, are barred.

8. Calculation of size of stand

The minimum stand size is 9 m². The stand space is calculated as the number of square metres booked multiplied by the square meter price. The ancillary costs for electricity, water (optional) and security, as well as a flat-rate waste disposal charge (compulsory) are flat-rate prices which must also be paid to the Event Organizer. In the case of the Haspa Marathon Hamburg, ancillary costs are in some cases invoiced directly by Hamburg Messe und Congress GmbH.

9. Joint stand

Except with the prior consent of the Event Organizer, the Stand Operator may not move, exchange or share the stand space allocated to him or otherwise make it available in whole or in part to any third party. For the inclusion of another entrepreneur with his own range of display goods, the written consent of the Event Organizer is needed (email is sufficient). A fee of €250.00 will be charged for this and billed to the principal exhibitor/Stand Operator. The principal exhibitor/Stand Operator will be held liable for any fault of the co-exhibitor as if it were his own fault.

10. Exhibitor passes

The Stand Operator will be provided with a number of free exhibitor passes for the events. The number is calculated on the basis of the square metres booked. A Stand Operator will therefore receive three passes for a stand with up to 20 m² of space and 1 additional pass for each additional 10 m² of space or part thereof and a maximum 10 passes for 100 m² of space or more.

11. Cancellations

- (1) Notice of cancellation by the Stand Operator must be sent in writing either by post or email to the Event Organizer's address as stated in the registration form.
- (2) In the case of cancellation, the Stand Operator has a duty to assume the following costs:
 - Cancellations 1 to 14 days prior to the first day of the event: 100% of the agreed invoice amount
 - Cancellations 15 to 28 days prior to the first day of the event: 75% of the agreed invoice amount
 - Cancellations 29 to 42 days prior to the first day of the event: 25% of the agreed invoice amount

The Stand Operator is free to contest these charges by furnishing proof that the cancellation has caused the Event Organizer no loss or loss only in a lesser amount.

1. Terms and conditions of payment^o and participation

- (1) Unless agreed otherwise in writing, the agreed payments are due and payable to the Event Organizer in full, without any deduction, not later than three weeks prior to the start of the event. In the case of failure to pay by the agreed date, the Event Organizer has the right, after setting the Stand Operator another deadline for payment and the deadline having passed without any payment having been received, to repudiate the contract and put the stand space to other use. This shall be without prejudice to the right of the Event Organizer to claim damages for delay.
- (2) In the case of a booking at short notice, the agreed remuneration must be paid before erection of the stand either by bank cheque or in cash at the trade show office ("*Messebüro*"), otherwise the stand may not be used.

13. Assignment of rights

Except with the prior written consent of the Event Organizer, the Stand Operator may not assign the rights under this contract to any other enterprise or institution.

14. Miscellaneous

- (1) By signing the registration form, the Stand Operator recognizes these terms and conditions as binding and undertakes to abide by them. General terms and conditions of business of the Stand Operator shall not apply. The signatory declares him/herself to be duly empowered to act.
- (2) The place of performance and jurisdiction for all disputes arising from any transaction to which these terms and conditions apply is the registered domicile of the Event Organizer both for lawsuits brought by the Event Organizer as well as lawsuits brought against the Event Organizer. This provision shall not apply to business relationships with Stand Operators who are not "registered traders" ("*Kaufleute*") within the meaning of the German Commercial Code ("*Handelsgesetzbuch*") nor to separate asset funds organized under public law or legal entities organized under public law, nor to transactions with a "registered trader" which do not fall within the latter's normal sphere of business.
- (3) The relationship between the Event Organizer and the Stand Operator shall be governed solely and exclusively by the law of the Federal Republic of Germany.
- (4) Should any of the provisions of these General Terms and Conditions be invalid, this shall have no effect on the validity of any of the other provision. In place of the invalid provision, such legally valid alternative provision shall apply which most nearly allows the objective intended by the invalid provision to be achieved.

^o Hamburg Utilization Regulations of 13.03.2008: The event as a whole should present a consistent appearance. Structures (tents) should normally be white.