General Exhibiting Guidelines for Trade Fairs and Exhibitions of IDFA Members*

In the event of any non-conformity, the following regulations shall apply in the undermentioned order (if available):

A. Individual binding agreements of the organizer
B. General Exhibiting Guidelines of the organizer
C. General Exhibiting Guidelines

01. Participants

01.01 The participants in trade fairs and exhibitions shall be divided into exhibitors, co-exhibitors and additionally represented companies. They shall hereinafter be called “participants” for short.

01.02 The commission of one participant, in particular the organizer shall only be possible in exceptional cases and shall entitle the organizer to charge a special fee.

01.03 In the case of an exhibitor who is actually a manufacturer, an additional fee shall be charged for presenting both products of own manufacture and additional goods.

02. Registration

02.01 Anyone wishing to register (participation and ordering of a stand) for a trade fair or exhibition hereafter called “the Fair” shall have to submit an application form for which shall be completed in full and signed with legally binding effect. This application shall be regarded as a contract offer from the exhibitor, which requires acceptance by the organizer. Submission of the application form shall constitute no grounds for an entitlement to a stand.

02.02 By submitting the application form, the exhibitor hereby accepts these General Exhibiting Guidelines and, if available, the Special Exhibiting Conditions applicable to the particular event, the “House Rules” and the “Technical Guidelines” to which he is subject. These obligations shall also extend to the persons employed by the exhibitor at the event, other participants registered in the exhibitor’s name and his co-exhibitors.

02.03 The exhibitor shall be obliged to comply with relevant labour and trade legislation, environmental protection, fire protection regulations, sanitation protection regulations and the provisions of competition law. The exhibitor shall also be entitled to impose restrictions on the registered exhibits and change the amount of payment.

03. Space assignment

03.01 The organizer shall take a decision, if necessary in agreement with the respective committees, regarding the question of the space available for each participant. The organizer shall hereinafter be called “the organizer” for short.

A contract shall come about with the admission of the exhibitor [see subclause 02.01, sentence 3].

03.02 By submitting the application form, the exhibitor hereby agrees to his data being recorded, processed and used for the purpose of organizing the event and for purposes of advertising, market research or opinion research – in accordance with the latest version of the Data Protection Act – and to these data being passed on to the organizer in connection with the fair. If the exhibitor does not wish to make these data available, he shall hereby give his consent in this respect, unless he has filed an express objection. The exhibitor shall also be obliged to take part in electronic visitor recording and evaluation programmes, and shall agree to the publication of information relating to his participation via electronic media, including the Internet.

04. Admittance

04.01 The participant shall provide all necessary documentation and, in the event of any doubt, charge the participant for the costs of the documentation.

04.02 The participant shall be entitled to withdraw from the contract within 14 days after receipt of this notification. The participant shall also be entitled to withdraw from the contract within 14 days after receipt of this notification.

05. Unauthorized transfer of stand space, co-exhibitors, additionally represented companies

05.01 Any transfer of registered space shall be charged exorbitant fees. The transfer of the stand space or subletting of the stand space to third parties shall also not be permitted without the approval of the organizer. In the event of an infringement of this provision, the organizer shall be entitled to terminate the contract immediately according to section 17 for good cause.

05.02 If several exhibitors wish to rent a stand together, they shall name a jointly appointed authorized representative in the application form. Unless otherwise agreed in writing, the participation contract between the exhibitor and the organizer shall hereby be concluded with legally binding effect. If the contents of this stand confirmation differ from the contents of the exhibitor’s registration form, the stand confirmation shall be conclusive and shall form the basis of all contracts, unless the exhibitor objects in writing within two weeks.

06. Fees, payment deadlines and terms, issuer’s right of lien

06.01 The payment deadlines shall be shown in the Special Exhibiting Conditions. The payment deadlines shall be observed. Prior and full payment of the invoice at the stipulated dates shall be a prerequisite for taking possession of the assigned stand space and for handling over the

*The IDFA is the interest group of German trade fairs and exhibition cities. Its members are the trade fair companies in: Bremen, Dortmund, Eisen, Friedrichshafen, Hamburg, Karlsruhe, Leipzig, Offenbach, Pirmasens, Saarbrücken and Stuttgart. IDFA members issues these guidelines together on a voluntary basis in the interest of ensuring fair and equal treatment for all exhibitors. Members are free to enter into agreements with exhibitors that diverge from these guidelines. Such arrangements and agreements require written confirmation from the IDFA member in question in order to take effect.
10. Advertising
10.01 The participant shall only be entitled to use any kind of advertising on his stand for his own company, products, goods which he has produced or sold, provided they have been registered and admitted to the event.

10.02 Loudspeaker advertising, other acoustic measures and slide, film, video or computer presentations and other audio-visual equipment may only be used according to the special exhibit conditions. This provision also applies to the use of audio or visual equipment for the purpose of attaining a better advertising impact or if the demonstration of exhibits is noisy or annoying.

10.03 The organizer shall be entitled to stop unauthorized advertising without the aid of courts or the police and to personally remove it or have it removed. The costs of removing unauthorized advertising shall be borne by the participant. Licenses that have already been issued may be subjected to restrictions or revocation if the interest of the participants or the smooth running of the event is disturbed through their social or business activities.

10.04 If the participant plays back mechanically reproduced music, he shall be obliged to obtain the necessary authorising documents from the authors. The costs incurred shall be borne by the participant.

10.05 The participant shall not be permitted to carry or drive around advertising media on the trade fairgrounds or distribute print matter and samples outside his stand.

11. Direct selling
11.01 Direct selling shall not be permitted, unless it is expressly permitted in the event-related ‘Special Exhibits and Exhibitors Conditions’. If permitted in the ‘Special Exhibits and Exhibitors Conditions’, the provisions for direct selling shall also apply. The costs for such sales shall be marked with clearly legible price tags according to the Price Quotation Ordinance.

11.02 The participant shall be responsible for obtaining and maintaining licences from the trade supervisory board for health authorities.

12. Exhibitor passes
12.01 After paying the invoice amounts in full (see section 06), every exhibitor shall receive for his stand exhibitor passes enabling him to free admission to the event (see Special Exhibiting Conditions). The number of exhibitor passes shall not be increased through the inclusion of other participants. Additional exhibitor passes may be obtained on request of the organizer (see Special Exhibiting Conditions). The exhibitor passes shall be intended for stand personnel and shall be completed in accordance with the instructions on the pass. Exhibitor passes may not be passed on to third parties.

13. Security, cleaning and ancillary services
13.01 Stand security and supervision during the daily opening hours of the event shall normally be the responsibility of the participant, also during the stand construction and dismantling periods. The organizer shall only take responsibility for the safety of the halls and the fairgrounds during the opening hours of the event. No services shall be provided in connection with custody, safeguarding or protection of interests of the participants. Valuable, easy-to-remove items belonging to the participant shall be placed under lock and key at night-time. The participant shall use, at his own expense, the security firm commissioned by the organizer for additional stand supervision.

13.02 The organizer shall pay the costs for general cleaning of the interview visitors outside the stand. The participant shall be responsible for cleaning his stand/stand area. Cleaning of the stand shall be completed each day before the start of the event. The participant shall use the cleaning company appointed by the organizer to clean the stands and the exhibition halls to the standards required. Further details on this insurance can be found in the registration documents.

14. Photography and other visual recordings
14.01 All types of commercial visual recordings, especially photography and film/video recordings, on the trade fairgrounds may only be carried out by persons who have been authorized to do so by the organizer and according to the ‘Specific Exhibiting Conditions’. The costs for such recordings shall be borne by the participant. Special lighting, aside from the daily opening hours and requiring special lighting, shall be subject to the approval of the organizer. Infringement of these rights shall be borne by the participant, unless they are paid by the photographer.

14.02 The organizer – and with the approval of the organizer – press journalists and television stations shall be subject to the approval of the organizer. If the participant fails to comply with this request, the organizer shall be entitled to terminate the contract immediately according to section 17 for good cause.

15. Protection of industrial property rights
15.01 The rules shall be designed to provide for protecting copyright or other industrial property rights, relating to the exhibits. Six-month protection from the start of an event in accordance with the Law Relating to the Protection of Samples at Exhibitions dated 18 March 1904 (Reich Law Gazette, page 141) and the Trademark Reform Law dated 25 October 1994 (Federal Law Gazette 1, page 3082) shall only take effect if the participant is a registered trader, a legal person under public law or a special public asset, or if there is no general domicile or registered office of the participant. The provisions of subsection 09.06: Stand design/equipment shall entitle the organizer to terminate the contract immediately for good cause if the participant fails to comply with this request, the organizer shall be entitled to terminate the contract immediately according to section 17 for good cause.

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15.02   The organizer – and with the approval of the organizer – press journalists and television stations shall be subject to the approval of the organizer. If the participant fails to comply with this request, the organizer shall be entitled to terminate the contract immediately for good cause if the participant does not dismantle the stand or clear the stand area on time, the organizer shall be entitled to either personally dismantle the stand and/or clear the stand area or have this work carried out by third parties at the expense of the participant.

17.04 The participant shall be obliged to pay the due participation fee as minimum compensation for the rent of the stand area and to bear the costs of any additional equipment required.

18.01 In the case of gross negligence, the organizer shall only be liable for the actions of its legal representa-
18.02 In the case of slight negligence, the organizer shall only be liable for the violation of material contractual obligations or in the event of loss of life, physical injury or damage to health.

19. Saving clause, statutory limitation, right of retention
19.01 If one of the clauses of these General Exhibiting Guidelines is or becomes invalid or unenforceable, the validity of the other clauses of these Guidelines shall not be affected.

19.02 The participant shall bear all risks whatsoever in respect of the participant. The participant is expressly referred to the possibility of taking out his own insurance coverage. Every participant shall have the possibility of acquiring extensive insurance coverage on the basis of general contracts concluded by the participant with third parties at the expense of the participant. Further details on this insurance can be found in the registration documents.

20. Priority
20.01 Only the German version of the contractual conditions shall be authoritative in regard to the legal rela-
21. Place of performance, place of jurisdiction, applicable law
21.01 Place of performance and place of jurisdiction shall be the domicile of the organizer, provided the participant whose home is a registered trader, a legal person under public law or a special public asset. If the participant does not belong to this group of persons, he shall be entitled to exercise a right of retention in so far as his counterclaim is based on the same contractual relationship.

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