

**1. Scope of application/contents of the contract**

1.1 The following contractual conditions ("GCSD") apply to exhibitors at events (hereinafter also referred to as "trade fair") organized by Peter Sauber Messen und Kongresse GmbH, Stuttgart, ("Organizer"). 1.2 The GCSD apply exclusively. The Organizer does not recognize any General Terms and Conditions of Business (GTC) of the Exhibitor which conflict with or deviate from these GTC, unless he expressly agrees to their validity in writing. The present General Terms and Conditions of Business shall also form part of the contract even if the Organizer carries out his contractually agreed services without reservation and knowing that the Exhibitor's General Terms and Conditions of Business contradict or deviate from these regulations. The GTC shall also apply to future business even if they are not expressly referred to.

1.3 The content of the contractual services to be provided by the Organizer ("contractual content") covers the entire organization of the trade fair before and during the event. These contractual services include continuous market observation and the networking of offers and demands. In addition, the services to be provided by the Organizer include a wide range of communication (including advertisements, press relations) in digital and printed form as well as the provision of a networking platform for all participants. These services to be provided by the organizer before and during the trade fair, which are not exhaustively listed here, will be compensated by the stand rental fees payable by the exhibitor.

**2. Conclusion of contract/subcontractor**

2.1 Unless otherwise agreed or stated in the offer, the Organizer's offer is binding and the binding period stated in the offer applies. The contract is concluded upon the Exhibitor's written acceptance of the offer. If the offer is not binding, the contract shall be concluded upon confirmation by the Organizer.

2.2 Only those products listed in the application as per the list of products and services will be admitted to exhibitors. If a stand confirmation is issued after verbal agreement and stand order, its contents shall become part of the contract. The Exhibitor shall immediately notify the Organizer in writing of any deviations. The organizer may exclude exhibitors from participation for objectively justified reasons, in particular if the available space is insufficient.

2.3 The Organizer is permitted to use subcontractors for the provision of the services covered by the contract. The use of subcontractors does not release the Organizer from his obligation to the Exhibitor to fulfil the contract in full.

**3. Prices**

3.1 The prices quoted plus statutory turnover tax apply. 3.2 In the exhibition, each square meter or part thereof shall be rounded up to the nearest whole square meter. Beams and columns are included.

**4. Placement in the exhibition**

The Organizer will make every effort to provide the Exhibitor with the desired stand in the agreed category. However, in the interest of optimum allocation of the exhibition, the Organizer may at any time allocate the Exhibitor another space of the same category and size. The Exhibitor must be aware that a slight restriction of the stand may occur. This can be a maximum of 10 cm in width and depth and does not entitle the Exhibitor to a reduction in the stand rent.

**5. Termination / cancellation fees**

5.1 The Organizer grants the Exhibitor the right to terminate the contract concluded with him in accordance with the following conditions (cancellation of contract) without any breach of duty.

5.2 In case of cancellation of the concluded contract, the Organizer is entitled to reasonable compensation. The Organizer has the choice to claim lump sum compensation (cancellation fee) from the Exhibitor instead of a concretely calculated compensation. The compensation lump sum amounts to

- 25 % of the agreed remuneration in case of cancellation up to 6 months before the event;
- 50% of the agreed remuneration in case of cancellation up to 2 months before the event ;
- 100% of the agreed remuneration in case of cancellation less than 2 months before the event.

5.3 The Organizer is obliged to have the value of the saved expenses and the advantages gained from any other use of the originally rented exhibition space credited to his account.

5.4 The Organizer is entitled to charge the exhibitor 100% of the cancellation costs for services already ordered and cancellable by third parties.

5.5 The Exhibitor is free to prove that the Organizer has not suffered any damage or that the damage suffered by the Organizer is less than the cancellation fee.

5.6 This does not affect the right of the organizer to terminate the contract without notice if there is an important reason. An important reason exists in particular, if the Exhibitor violates essential obligations of the contract and has not remedied the violation despite being given an appropriate period of notice, or if the Exhibitor has suspended payment or claims against the Exhibitor from previous events have remained unpaid for more than three months.

**6. Set-up and dismantling at the exhibition**

6.1 If stands are not occupied by 6 p.m. on the day before the start of the exhibition, the Organizer is entitled to design them himself. The Exhibitor shall reimburse the Organizer for any customary and reasonable expenses incurred by the Organizer in this respect on presentation proof.

6.2 No stand may be vacated before the end of the event. Exhibitors who violate this rule must pay a contractual penalty amounting to the entire stand rent. Any claim for damages remains unaffected. Any contractual penalty paid shall be offset against the claim for damages.

**7. Stand design at the exhibition**

7.1 In order to ensure a good and attractive overall impression, the Organizer has laid down guidelines for stand design which are binding on the Exhibitor. These documents will be sent to the Exhibitor in good time before the start of the event.

7.2 A structural demarcation of the stand area from neighboring stands is prescribed. Roll-ups and poster displays are not permitted as stand boundaries. If the exhibitor has not built or organized a structural demarcation for his stand, the demarcations with be invoiced to the Exhibitor.

7.3 The rented space must be equipped with a floor covering. If the Exhibitor does not equip the rented space with an appropriate floor covering, the Organizer is entitled to have a floor covering laid that shall be invoiced to the Exhibitor.

**8. Stand operation at the exhibition**

The Exhibitor is obliged to have the stand occupied by personnel and goods for the entire duration of the fair. Advertising of any kind, such as the distribution of printed materials and addressing visitors, is only permitted within the stand. Operating optical and acoustic advertising media requires the consent of the Organizer and can be revoked at any time with effect for the future.

**9. Technical services at the exhibition**

General heating, cooling and lighting is provided by the Organizer. All other costs not included in the packages will be charged separately to the Exhibitor.

**10. Terms of payment**

10.1 The participation fee (stand rental and/or package price) is due for payment upon receipt of the invoice and must be paid without deduction within 14 days, at the latest before the start of the event.

10.2 After a futile reminder and corresponding announcement, the Organizer can dispose otherwise of not fully paid stands by terminating the contract without notice.

**11. Cleaning and disposal**

The Exhibitor is responsible for the cleaning and waste disposal of his stand unless a corresponding package including cleaning and waste disposal has been booked. He is obliged and responsible for the separation of the waste according to type in accordance with the applicable legal regulations. If the Exhibitor equips the rented stand area with a floor covering, this must be removed without residue during dismantling. The organizer reserves the right to charge the exhibitor for cleaning and, if applicable, maintenance costs if the floor covering is not removed without residue. All waste must be removed from the rooms on the evening of each set-up and dismantling day.

**12. Service reservations**

12.1 If the Organizer's experience shows that the event is unlikely to have the desired success for exhibiting customers due to an insufficient number of participants, the Organizer may postpone the event to a more convenient time or cancel it.

12.2 Unforeseen events, which cannot be averted even with reasonable care by the Contracting Parties ("force majeure") such as natural disasters, strikes, epidemics, pandemics, energy supply or operational disruptions, energy shortages, official orders, legal prohibitions, industrial action or other cases of force majeure, which make it impossible to carry out the event as planned, entitle the Organizer:

- To cancel the event before the official start. In the event of cancellation up to two months before the event, the Exhibitor shall pay 10% of the agreed remuneration as a contribution to costs. If the cancellation is made between one and less than two months before the event, the contribution to costs increases to 25 %. If the cancellation is made less than one month before the event, the contribution to costs is 50 %. In any case, the costs already incurred at the instigation of the Exhibitor must be paid.
- To postpone the event, unless this is unreasonable for the Exhibitor. Exhibitors who can prove that this will result in an overrun of the date with another event for which they already have a firm booking are entitled to terminate the contract extraordinarily within a period of 14 days after notification of the necessary postponement.
- To shorten the event. The Exhibitor is not entitled to terminate the contract or to withdraw from it. There is no claim to a reduction of the agreed remuneration.

12.3 In all cases the Organizer is obliged to inform the Exhibitor as soon as possible about the circumstances and the measures to be taken by the Organizer, at least in text form. The assertion of claims for damages is excluded for both parties in any case.

**13. Warranty**

The Exhibitor must immediately give notice of material defects and the absence or omission of warranted characteristics. Only if the Organizer has not remedied the defect within a reasonable period of time, or if the remedy is not possible or is refused, may the organizer demand a reasonable reduction of the remuneration and, in the event of a significant defect, terminate the contract without notice. §559 BGB remains unaffected. Warranty claims shall become statute-barred six months after they arise.

**14. Liability**

14.1 The Organizer does not assume any duty of care for the exhibition goods, stand equipment and valuables and excludes any liability for damage to them, except in the case of wilful intent, also for the employees of the Exhibitors.

14.2 An Organizer's liability insurance policy has been taken out against the usual insurable risks of the event rooms such as fire, burglary and water damage. Every Exhibitor is recommended to have his individual risk covered at his own expense.

14.3 In the case of simple negligence, the Organizer is otherwise liable if he has violated a contractual cardinal obligation. Contractual cardinal obligations are such obligations which protect the Exhibitor's legal positions essential to the contract, which the contract must specifically grant him according to its content and purpose, or the fulfillment of which is essential to the proper execution of the contract and on the fulfillment of which the Exhibitor may rely. The liability of the Organizer is limited to the amount of the foreseeable damage, the occurrence of which must typically be expected. However, this liability is limited to a maximum of 70% of the net stand rent per case of damage. Otherwise, liability is excluded in the event of slightly negligent breach of other contractual obligations and due to loss of profit, additional personnel expenses at the customer's premises, loss of use and/or loss of turnover.

14.4 Strict liability for damages for defects that were already present at the time of conclusion of the contract is excluded.

**15. Subletting/prohibition of assignment**

The Exhibitor is not entitled to sublet or otherwise transfer the stand allocated to him to third parties in whole or in part, to exchange it or accept orders for other companies without the approval of the Organizer. The Exhibitor is prohibited from assigning any claims against the organizer to third parties.

**16. Photographs and other visual recordings**

The Organizer has the right to make or have made image and sound recordings as well as drawings of exhibition objects or individual exhibits of the Exhibitor and his employees for the purpose of documentation or for his own publications.

**17. Offsetting/retention**

17.1 The Exhibitor has the right to offset if his counterclaims have been legally established, are undisputed or have been recognized by the Organizer. Counterclaims of the Exhibitor from the same contractual relationship are also excluded from the prohibition of offsetting.

17.2 The customer may only exercise a right of retention if the counterclaim on which he bases the right of retention is undisputed, legally established or ready for decision and is based on the same contractual relationship.

**18. Lien**

In order to secure his claims, the Organizer reserves the right to exercise the lessor's lien and to sell the pledged property on the open market after written notice.

**19. Limitation period**

With the exception of warranty claims (Section 13), all mutual claims between the Contractual Parties shall become statute-barred two years after they arise.

**20. Place of performance/jurisdiction/applicable law**

20.1 The place of performance is the place where the Organizer has its registered office or where the event takes place.

20.2 If the Exhibitor is a merchant, a legal entity under public law or a special fund under public law or if the Exhibitor has no general place of jurisdiction in Germany or, after the conclusion of the contract, has relocated its registered office abroad, the sole place of jurisdiction for disputes before ordinary courts is the registered office of the Organizer. The Organizer is also entitled to assert his own claims at the court of jurisdiction responsible for the Exhibitor's headquarters.

20.3 These General Terms and Conditions and contracts concluded on the basis thereof shall be governed by the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods.

**21. Text form/supplements/other provisions**

21.1 The house rules of the event location and all other provisions which the participant receives before the start of the event are an integral part of this contract. The implementation regulations of the venue are also binding for the Exhibitors. All agreements, individual approvals and special regulations require the written approval of the Organizer. Possible invalidity of one of the above contractual clauses shall not affect the validity of the remaining contractual clauses. Reprinting, even in part, is not permitted.

21.2 No supplements have been agreed orally. Amendments or supplements to the General Terms and Conditions and the contracts concluded between the Organizer and the Exhibitor must at least be in text form in order to be effective. This also applies to this text form clause. Changes that do not at least maintain the text form are invalid. The validity of individual agreements, in whatever form, remains unaffected by this text form clause.

21.3 Should individual provisions of these GTC be or become invalid in whole or in part, or should there be a gap in these GTC, the validity of the remaining provisions shall not be affected.

21.4 These GTC have been drawn up in German. In the event of discrepancies between the contents of the two language versions, the German language version of the GTC shall take precedence over the English language version.

**Organizer:**

Peter Sauber Agentur  
Messen und Kongresse GmbH  
Wankelstr. 1, 70563 Stuttgart, Deutschland  
Phone +49 711 656960-50

**Supplement to the General Conditions of Contract:**

**Trade fair cancellation due to coronavirus SARS-CoV-2**

The Contracting Parties assume that an extension of the currently existing official event bans will largely depend on how the COVID 19 pandemic will develop in the coming weeks and months. With this premise the Contracting Parties agree on the following:

If the event takes place, the Contracting Parties shall ensure that the safety and hygiene measures required to carry out the event are fully implemented.

If the threat of the Coronavirus SARS-CoV-2 persists and the event cannot be held due to a general ruling, a prohibition ordinance or an official order, which include the period of the planned event date, the Organizer is entitled to conduct the event virtually. In this case, the Exhibitor will receive a discount (cost of virtual participation in the trade fair €2,000 net). Upon notification by the organizer, the Exhibitor may object to the possibility of his virtual participation in the event at least in text form within a period of 14 days - at the latest two days before the event - and thus withdraw from the concluded contract. The objection shall be deemed to have been made in good time if it is received by the Organizer within this period. In case of a timely objection, the exhibitor will receive a refund of 100% of the stand rental fee paid. Asserting claims for damages is excluded for both contracting parties. The Organizer shall be entitled to invoice the Exhibitor for services or production services ordered by the Exhibitor from him or his service providers, which have already been processed or completed.

Status: 05/06/2020

**Data protection**

Our information on data protection can be found at <https://hyfcell.com/privacy-policy>.