

Management Circle AG General Terms and Conditions for Exhibitors

Organizers

1. The commercial organizers responsible for the execution are Management Circle AG, P.O. Box 5629, 65731 Eschborn/ Taus (Germany), hereinafter called the Organizers.

§ 1 Registration and admission

1. Exhibitors shall register by means of the attached registration form and shall be deemed to have thereby accepted all these General Terms. The pre-printed form is to be filled in and returned to the Organizers.
2. By registering the Exhibitor declares that he is in agreement with his information being analyzed for the purposes of organizing the exhibition and also to its being passed on to third parties in this connection. He also undertakes to participate in electronic visitor registration and analysis programs and declares his agreement to information on his participation being distributed via electronic media, including the Internet.
3. The Exhibitor shall be under an obligation to observe all relevant statutory regulations, meaning in particular those under labor and trade law, environmental regulations, fire and accident prevention regulations, and the provisions of laws on competition.
4. The Organizers shall confirm in writing the receipt of the application but the application and the conformation of its receipt shall not be construed as creating a right to the position and shape of the stand. In particular the Organizers, after discussion and agreement with the Exhibitor, can alter the number of square meters for which he has applied if the exhibition area available is oversubscribed. Dividing and projecting walls, pillars, drainpipes, heating systems, cable ducts, and fire-extinguisher boxes shall be deemed to form part of the allocated stand space. The Exhibitor shall himself obtain full information about the positions and dimensions of such objects, by visiting the location if necessary.

§ 2 Price

1. The price of the exhibition area shall be based on its size (the minimum is 6 square meters) and the type of event, and can be seen in the attached booking form.

§ 3 Organizers' obligations

1. The Organizers' obligations can be seen in the attached booking form.

§ 4 Cancellations and non-participation

2. The Exhibitor shall be under an obligation to pay 60% of the invoice amount if he cancels no later than 12 weeks before the start of the event, 80% no later than three weeks in advance, and the full invoice amount thereafter. These payments shall be deemed to take account of cost savings within the meaning of Article 537 I Sentence 2 of the Code of Civil Law. The Exhibitor shall be free to demonstrate that the Organizers have suffered a smaller loss and the Organizers that they have suffered a greater one.
3. The Organizers shall be entitled to require collateral or to cancel the contract if any application is made for the opening of insolvency or bankruptcy proceedings over the Exhibitor's assets; in any such eventuality the Exhibitor shall inform the Organizers without delay and in writing.
4. The Organizers shall retain the right to cancel the contract if the event is cancelled for commercial reasons. In any such case the Exhibitor shall be informed without delay and any payments he has made shall be returned. The Exhibitor shall have no claims over and above the foregoing. The Organizers shall also be entitled to post-pone, shorten, or lengthen the event for organizational reasons. If they do so, the Exhibitor shall have no right to any repayment or compensation.

§ 5 Payment Terms

1. The payment terms can be seen from the attached registration form. All prices are net, and the statutory Value Added Tax has to be added.
2. If the Exhibitor fails to meet any due-date for payment the Organizers shall be entitled to cancel the contract and to make alternative use of the stand area.

§ 6 Stand equipment, design, and lettering (self-build stands)

1. The regulations in force at the location of the event on the type of design, and in particular those under trade law and construction regulations, as well as the regulations issued by Management Circle AG, shall have binding effect. The Exhibitor shall be under an obligation to discuss and agree his design activities with the Organizers in advance. The Organizers shall have the right to remove or alter, at the Exhibitor's expense, any stand design that is not in compliance with the regulations in force at the location of the event.
2. The structure shall be complete no later than the end of the period set for stand-building. Exhibitors shall not be permitted to allow the removal of any exhibits or the dismantling of the stand before the event is over.
3. Exhibits that are still on the stand after the set period for dismantling has expired can be transported away and put into store at the Exhibitor's expense.

§ 7 Sub-exhibitors

1. Stands shall generally be handed over to one contractual party in their entirety. The Exhibitor shall not be entitled, unless he has the Organizers' prior written consent, to admit a named sub-exhibitor to his stand. Article 540 sentence 2 of the Code of Civil Law shall have no application. If the Organizers approve the admission of a sub-exhibitor they shall be entitled to charge a fee. **This also applies to companies, which are only represented by products or services and no employees.** If the stand is sub-let or transferred without the Organizers' consent the Exhibitor shall pay an extra 50 percent of the stand rental. The Organizers shall not give their agreement until the sub-exhibitor in question has accepted the terms and conditions of participation by submitting a written application. The sub-exhibitor shall conform to the same terms and conditions as the Exhibitor himself.
2. The principal Exhibitor shall bear legal liability for the debts of his sub-exhibitor and of the latter's vicarious agents in the same way as for his own. This shall not affect the sub-exhibitor's liability. The Exhibitor and the sub-exhibitor shall bear joint and several liabilities towards the organizers.

§ 8 Legal liability

1. The Exhibitor shall man and use his exhibition area at his own risk. The Organizers shall bear no liability for any injury, loss, or damage, nor of any costs or expenses caused by Exhibitor's representatives, exhibits, or conference participants or suffered by the Exhibitor.
2. The Exhibitor himself shall be responsible for supervising and guarding his stand. This shall also apply to the stand-building and dismantling times. No special guards shall be permitted without the Organizers' permission.
3. The Organizers shall in any case bear liability only if its employees or vicarious agents have acted with intent or in gross negligence.

§ 9 Advertising

1. The Exhibitor shall be under an obligation to provide the documentation and brochures customary in his branch of his industry on his stand throughout the duration of the event and to man it with knowledgeable personnel. Exhibits, printed material, and advertising aids shall not be displayed outside the stand. The Organizers shall be entitled to forbid the issuing and display of advertising aids that could give rise to objections and to secure the available stocks of such material for the duration of the event.
2. Loud-speaker, slide-show, film, and video presentations shall require the Organizers' written consent. The same shall apply to the use of other items of equipment intended to achieve an excessive advertising effect in any visible or audible manner.
3. The Exhibitor hereby gives an assurance that he is unrestrictedly free to use his company name and logo and other advertising activities under trademark, company, and competition law. This point relates solely to the event for which he is booking a stand.

§ 10 Concluding provisions

1. No ancillary agreements, including any on the waiving of this requirement for the written form, shall have any validity unless made in writing.
2. The parties hereby agree that Frankfurt am Main shall be the place of execution and jurisdiction.