

**General Exhibitor Terms and Conditions of
SW-MOTECH GmbH & Co. KG
for the Festival “OPEN HOUSE”**

§ 1 Scope, Contractual Partners

1.1 The following General Exhibitor Terms and Conditions (hereinafter referred to as “Exhibitor Terms”) apply within the framework of the “OPEN HOUSE” festival (hereinafter referred to as “Exhibition”) for the provision of exhibition space (hereinafter referred to as “Space”).

1.2 Upon conclusion of the contract, the exhibitor acknowledges the Exhibitor Terms as binding for itself and for all persons employed by it at the Exhibition. All statutory, labor, and trade regulations, particularly regarding fire protection, occupational safety, accident prevention, company identification, and price labeling must be complied with.

1.3 Additional or deviating terms as well as amendments or supplements to these Exhibitor Terms shall only be valid if expressly confirmed in writing by the organizer. This shall also apply if the exhibitor’s terms and conditions are not expressly objected to.

1.4 The organizer reserves the right to amend the Exhibitor Terms. Amendments will be communicated via the website and by email to the exhibitor. The version valid at the time of booking the Space shall apply.

1.5 The organizer is entitled, for reasons of safety, the overall concept of the event, and stand construction, to issue instructions that go beyond the provisions contained in these Exhibitor Terms.

§ 2 Subject of the Contract

2.1 The exhibitor is granted the use of the contractually agreed Space for the agreed duration and event, subject to payment of the participation fee.

2.2 Employees of the organizer and its service partners are entitled, for safety and operational reasons, to access the allocated Space at any time without restriction during the usage period.

§ 3 Conclusion of Contract

3.1 The exhibitor is obliged to provide complete address details, including email address and VAT ID, upon registration.

3.2 The exhibitor warrants that the information provided is true and complete. In the event of incorrect or incomplete information, the organizer is entitled to reject the booking or terminate an existing contractual relationship without notice.

3.3 Acceptance of the registration may be declared by explicit confirmation or by sending an invoice via email.

3.4 The organizer reserves the right to make changes (e.g., regarding stand positioning). Such changes will be communicated promptly in text form and do not entitle the exhibitor to terminate the contract.

3.5 Exclusivity or non-compete agreements cannot be requested or granted.

§ 4 Participation Fee

4.1 The exhibitor shall pay a participation fee for the provision of the Space and event-related services:

- up to 25 sqm: €425 net
- up to 50 sqm: €600 net
- over 50 sqm: €900 net

4.2 The catering package includes two drinks per day and one hot meal per day per staff member, limited as follows:

- up to 25 sqm: max. 3 vouchers per day
- up to 50 sqm: max. 5 vouchers per day
- over 50 sqm: max. 8 vouchers per day

4.3 If the exhibitor does not occupy the Space:

- Cancellation up to the registration deadline: no fee
- Up to 30 days before the Exhibition: 50%
- Less than 30 days: 100%

4.4 Cancellation must be made in writing. Email is sufficient if receipt is confirmed by the organizer.

4.5 If the Space is not occupied without proper cancellation, the full participation fee remains payable, even if the Space is reallocated.

§ 5 Payment Terms; Due Date; Default

5.1 Participation fees are due immediately upon invoicing (usually two weeks before the event).

5.2 All prices are net plus statutory VAT (currently 19%). Complaints must be submitted in writing within 7 calendar days.

5.3 If invoices are issued to third parties at the exhibitor's request, the exhibitor remains liable.

5.4 Participation fees must be paid even if the exhibitor does not participate.

§ 6 Publication of Name

Upon conclusion of the contract, the exhibitor grants consent to the organizer to publish and store exhibitor data, including company name, address, URL, stand location, products, and images.

§ 7 Force Majeure

7.1 Unforeseeable events beyond the organizer's control (e.g., natural disasters, war, pandemics, official orders) entitle the organizer to cancel or postpone the event.

7.2 In case of cancellation due to force majeure, participation fees will not be refunded.

7.3 In case of rescheduling, exhibitors may withdraw if they can prove a scheduling conflict.

7.4 Claims for damages are excluded.

§ 8 Cancellation, Postponement, Changes

8.1 The organizer may cancel, relocate, shorten, or modify the event or Space for important reasons.

8.2 If the organizer is responsible for cancellation, no fees apply.

8.3 Claims for damages are excluded.

§ 9 Subletting and Co-exhibitors

Subletting or transfer of Space requires organizer approval. Unauthorized subletting results in a surcharge of 50% of the participation fee.

§ 10 Termination and Refusal of Performance

The organizer may terminate the contract for breaches such as non-payment, legal violations, or insolvency. The participation fee remains payable. The organizer may refuse performance if outstanding obligations are not fulfilled.

§ 11 GEMA and Indemnification

The exhibitor is responsible for GEMA registrations and indemnifies the organizer against third-party claims, including legal costs.

§ 12 Food and Beverage Sales

Serving food and beverages requires official approval and organizer consent. Costs are borne by the exhibitor.

§ 13 Setup; Obligations of the Exhibitor; Stand Construction

13.1 Stand design must not impair the overall quality of the event; the organizer may request changes.

13.2 Materials must comply with fire safety standards (DIN 4102 B1).

13.3 Electrical equipment must comply with EU standards.

13.4 Structural safety must be ensured at all times.

13.5 The stand must be set up within the specified timeframe.

13.6 Setup must begin no later than two hours before the event; otherwise, the organizer may reassign the stand.

§ 14 Operation of the Stand

14.1 The exhibitor must staff the stand throughout the event.

14.2 The organizer cleans common areas. 14.3 The exhibitor is responsible for cleaning their stand daily.

14.4 Additional waste disposal costs are charged to the exhibitor.

14.5 Electricity: Connections available via organizer:

- 230V / 16A / Schuko: €55
- 400V / 16A / CEE: €80
- 400V / 32A / CEE: €100

The exhibitor is responsible for proper connection. Defective devices are prohibited. Power failures caused by the exhibitor incur a €250 fee.

The organizer is not liable for interruptions or fluctuations in power supply.

§ 15 Dismantling; Obligations of Exhibitors; Penalty for Early Dismantling; Return of Space

15.1 No stand may be dismantled before the official end of the event. Violations result in a contractual penalty of 50% of the stand fee. The exhibitor is liable for damage and must return the Space in its original condition. Otherwise, the organizer may arrange restoration at the exhibitor's expense.

15.2 Stands not dismantled in time will be removed at the exhibitor's expense. A final inspection may be carried out. 15.3 Open fires are prohibited on the premises.

§ 16 Waste Disposal

The organizer provides disposal facilities; exhibitors are expected to minimize waste.

§ 17 Use of Space

The organizer may verify proper use of the Space.

§ 18 Security

18.1 General security is provided by the organizer without liability.

18.2 Exhibitors are responsible for their own stand security at all times.

§ 19 Insurance

Exhibitors must obtain adequate liability insurance and provide proof upon request.

§ 20 Photography, Filming, Recording

20.1 Commercial recording requires organizer approval.

20.2 The exhibitor grants the organizer unrestricted rights to use recordings for promotional purposes.

20.3 The exhibitor must obtain consent from their staff for recordings.

§ 21 Advertising

21.1 Advertising is only permitted within the exhibitor's Space for approved products.

21.2 Political advertising is prohibited.

21.3 Third-party advertising requires approval.

21.4 Unauthorized advertising may be removed at the exhibitor's expense.

§ 22 Liability of the Organizer

22.1 No liability for damage to exhibits or equipment.

22.2 No liability for cancellations due to force majeure.

22.3 No guarantee of event success.

22.4 Liability limited to intent and gross negligence, except for personal injury.

§ 23 Final Provisions

23.1 Invalid provisions do not affect the validity of the contract.

23.2 Place of performance: Rauschenberg.

23.3 Jurisdiction: Rauschenberg. German law applies.

Rauschenberg, April 2026