

General Exhibition Conditions of SW-MOTECH GmbH & Co. KG for the festival "OPEN HOUSE"  
FESTIVAL

**§ 1 Scope of application, contractual partners**

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

1.2 By concluding the contract, the Exhibitor recognizes the Exhibition Terms and Conditions as binding for himself and all persons employed by it at the exhibition. The legal, labor and trade regulations, in particular for fire protection, occupational safety and accident prevention, company name and price labeling must be complied with.

1.3 Additional or deviating exhibition conditions as well as amendments and supplements to these Exhibition Terms and Conditions shall only be valid if they have been expressly recognized by the organizer. This also applies if the exhibitor's terms and conditions have not been expressly contradicted.

1.4 The Organizer reserves the right to amend the Exhibition Terms and Conditions. Changes of the Exhibition Terms and Conditions will be announced on the website and by e-mail to the Exhibitor. The respective status of the Exhibition Terms and Conditions at the time of the respective booking shall apply.

1.5 The organizer is entitled to make arrangements regarding security, the overall concept of the event and stand construction that go beyond the provisions contained in the event conditions.

**§ 2 Subject matter of the contract**

2.1 The Exhibitor is entitled to use the contractually agreed space for the period of use specified in the contract and for the event. The space is specified in the contract and according to this the participation fee has to be paid within the specified period.

2.2 The organizer's employees and their service partners are entitled to use with unrestricted access the area for safety and operational reasons at any time during the exhibition.

**§ 3 Conclusion of contract**

3.1 When registering for participation in the event, the Exhibitor is obliged to provide his complete address data together with his e-mail address and his VAT ID.

3.2 The Exhibitor warrants that the information provided during registration is true and complete. If the exhibitor provides incorrect or incomplete information, the organizer is entitled not to accept a booking or to terminate an existing contractual relationship with the exhibitor.

3.3 Acceptance of the registration can be confirmed by an explicit declaration of acceptance to the exhibitor or by sending an invoice to him. The declaration of acceptance or the invoice shall be sent by e-mail.

3.4 The organizer reserves the right to make changes (e.g. with regard to stand positioning). The exhibitor shall be informed of any changes immediately via e-mail. This shall not constitute a reason for resign the contract by the Exhibitor.

3.5 Exclusion of competition may neither be demanded nor promised.

#### **§ 4 Participation fee**

4.1 The exhibitor has to pay a participation fee to the organizer for the use of the space specified in the contract and for the services accompanying the event.

Participation fee for a stand up to 25 sqm: € 350.00 excl. VAT

Participation fee for a stand up to 50 sqm: € 500.00 excl. VAT

Participation fee for a stand of 50 sqm or more: € 750.00 excl. VAT

4.2 The catering flat rate includes 2 drinks per day for the staff of the stand and lunch. It is limited to the following number of participants:

Stands up to 25sqm receive up to 3 units of value coupons per event day.

Stands up to 50 square meters receive up to 5 units of value coupons per event day.

Stands of 50 square meters or more receive up to 8 units of value coupons per event day.

Food and drink vouchers will be issued at the organizer's infopoint. Each exhibitor is responsible for collecting the vouchers itself.

4.3 If the Exhibitor does not occupy the space, the following applies:

- No participation fees will be charged if the exhibitor cancels by the registration deadline.
- Cancellations up to 30 days before the exhibition will incur 50% of the participation fees.
- Cancellations made less than 30 days before the exhibition are subject to the full participation fee.

4.4 Notification of non-attendance must be made in writing. The relevant date is the date of receipt of the written notification of non-occupancy of the space to the organizer. Notification by e-mail is also sufficient, provided that the organizer has also confirmed receipt of the e-mail to the exhibitor. Verbal confirmation is not sufficient under any circumstances.

4.5 Exhibitors who do not occupy their rented space without prior notification in the proper form are obliged to pay the full participation fee. This also applies if the organizer was able to allocate the stand to another exhibitor.

#### **§ 5 Terms of payment; due date of the participation fee; default**

5.1 The participation fees are due immediately after the invoice date. (usually two weeks before the event)

5.2 All prices are strictly excluding VAT of currently 19%. Complaints must be made in writing immediately, at the latest 7 calendar days after receipt of the invoice.

5.3 If invoices are issued to a third party at the request of the exhibitor, nevertheless the exhibitor shall remain the debtor.

5.4 The participation fees are to be paid by the Exhibitor even if he does not participate in the event.

#### **§ 6 Publication of names**

With the conclusion of the contractual relationship, the exhibitor grants the organizer to publish its name and, if applicable, further data and information, such as address data, company name, URL, the location of the exhibitor's stand and the services, goods and product images offered by the exhibitor and the storage of this data and information on magnetic or optical media.

## **§7 Force majeure**

7.1 Unforeseen events and force majeure, which make it impossible to hold the event as planned and for which the organizer is not responsible, entitle the organizer to cancel the event before it opens (§ 8.2) or to postpone it (§ 8.3).

Force majeure is an external, unforeseeable event that has no operational connection and cannot be averted even with the utmost care that could reasonably be expected. A case of force majeure exists in particular in the event of natural disasters (e.g. earthquakes), war, terrorist attacks, epidemics, pandemics, travel restrictions, official orders and prohibitions/prohibitions, trade blockades, embargoes, shortages of raw materials and lack of transportation options. An unforeseen event is any circumstance that is beyond the control of the contracting parties and cannot be averted or foreseen even with the utmost care that can reasonably be expected. Such an event exists in particular in the case of industrial action and other interruptions or disruptions to operations for which the respective contracting party is not responsible.

## **§ 8 Cancellation, postponement and change of the duration of the event**

8.1 In addition to the cases regulated in § 7, the organizer is entitled to cancel the event for good cause, to change the location and time of the event, to change its duration – or – if police orders or other circumstances require it – to relocate the exhibitor's stand area, to change its dimensions and/or to restrict it. Any relocation, change of time or other change shall become part of the contract upon notification to the exhibitor in text form.

8.2 If the Organizer is responsible for the cancellation of the event, no participation fees shall be payable.

8.3 Claims for damages by the Exhibitor due to cancellation, postponement or shortening of the event are excluded.

## **§ 9 Sub-exhibitors, co-exhibitors, transfer of the stand to third parties**

The exhibitor is not entitled to sublet the space allocated to him in whole or in part without the approval of the organizer or otherwise transfer it to third parties or exchange the space with another exhibitor. The inclusion of a co-exhibitor must be explicitly approved by the organizer and is subject to additional costs. In case of unauthorized subletting or transfer of the stand 50% of the participation fee must be paid additionally by the exhibitor. The organizer reserves the right to clear the stand in this case, additionally.

## **§ 10 Withdrawal / termination and right of the organizer to refuse performance**

1. The organizer is entitled to withdraw from the contract or to terminate it without notice after setting a deadline and threatening refusal, in particular if
  - a. the payments to be made by the exhibitor have not been made or have not been made on time,
  - b. the exhibitor violates official requirements / approvals, notification and reporting obligations violates these obligations,
  - c. the exhibitor violates statutory provisions relating to the safety of the event,
  - d. insolvency proceedings have been applied for or opened against the exhibitor, whereby the opening of insolvency proceedings is equivalent to the refusal to open insolvency proceedings for lack of assets shall be deemed equivalent,
  - e. or other important reasons exist that justify extraordinary termination.

In the afore mentioned cases, the organizer retains the right to the fee agreed in the contract.

The costs already incurred for additional services shall be reimbursed. The organizer must, however, take into account the expenses saved. The exhibitor shall not be entitled to claim damages from the Organizer.

2. The organizer is entitled to refuse the space and to refuse the services to be rendered in case the exhibitor has not fulfilled all due obligations arising from this or an earlier agreement. The exhibitor shall not be entitled to claim damages from the organizer.

## **§ 11 GEMA and indemnification for infringements of rights**

11.1 The timely registration of GEMA-liable works with GEMA and the timely payment of GEMA fees are the sole responsibility of the exhibitor. The organizer may demand exhibitors to provide written proof of registration of the event with GEMA. The organizer may demand the exhibitor to provide written proof of registration of the event with GEMA. If the exhibitor is unable or unwilling to provide such proof, the organizer may demand a security deposit in the amount of the GEMA fees expected to be incurred from the exhibitor.

11.2 The Exhibitor shall indemnify the Organizer against all claims asserted by other Exhibitors or other third parties (including GEMA) against the organizer due to the infringement of their rights by goods or products exhibited and advertised by the exhibitor, the playing of sound media or due to the violation of other obligations. The exhibitor shall also assume costs of the necessary legal defense of the organizer, including all court and legal costs. This shall not apply if the exhibitor is not responsible for the infringement of rights.

## **§ Section 12 Serving and sale of food and beverages**

The serving of beverages and food must be approved by the responsible public order office and require the express approval of the organizer. The costs for the approval are to be borne by the exhibitor.

## **§ 13 Stand construction; exhibitor obligations; stand construction regulations**

13.1 The stand construction must not disturb the high-quality character of the entire event. The exhibitor may be requested to submit photos or sketches of the planned stand with the application documents. The organizer has the right to refuse stand construction and the installation of advertising materials and to demand changes. Claims for damages by the exhibitor are excluded.

13.2 All materials and components used for stand construction must be non-flammable or flame-retardant. Easily flammable materials and materials that drip when burning are not permitted. The basis for this is DIN 4102 B1.

13.3 All electrical appliances must comply with the VDE (GS) regulations or the EU Low Voltage Directive and have a safety mark recognized in the EU.

13.4 Exhibition stands, including furnishings and exhibits, must be designed in such a stable manner that public safety and order, in particular life and health, are not endangered. Stability must be guaranteed for every construction stage (assembly, modification, dismantling).

13.5 The Exhibitor is obliged to set up and fill the stand within the specified time limits.

13.6 Stand construction must begin no later than two hours before the start of the "OPEN HOUSE" event, otherwise the Organizer may dispose of the stand elsewhere. In this case, the exhibitor shall be liable to the organizer for the agreed participation fees and for any additional costs incurred. Claims for damages by the exhibitor are excluded.

## **§ 14 Operation of the stand; obligations of the organizer and exhibitor**

14.1 The Exhibitor is obliged to occupy the stand for the entire duration of the "OPEN HOUSE" with the goods and, unless the stand is rented out as a representation stand manned by competent staff.

14.2 The organizer is responsible for cleaning the general festival area.

14.3 The cleaning of the stands is the responsibility of the exhibitor and must be carried out daily after the end of the event. The exhibitor is required to avoid waste and to separate waste into recyclable materials.

14.4 Additional disposal costs will be charged according to the polluter-pays principle.

14.5 General lighting shall be at the expense of the organizer. The booking of a connection is included in the stand prices in order to ensure a basic supply of electricity for the exhibition space. The connection of defective appliances is not permitted. The exhibitor will be charged a fee of € 250. The exhibition management is not liable for interruptions or fluctuations in the power supply.

## **§ 15 Dismantling; exhibitors' obligations; contractual penalty for premature dismantling; proper return of exhibition space**

15.1 No stand may be vacated in whole or in part before the end of the trade fair/event. Exhibitors who fail to do so shall be obliged to pay a contractual penalty amounting to half the exhibition fee. The exhibitor shall be liable for any damage to the turf that goes beyond what is reasonable and for damage to rented or borrowed equipment. The trade fair/exhibition area shall be overgiven in the condition in which it was taken over, at the latest by the date set for the end of dismantling. Any material, foundations, excavations and damage must be properly removed. Otherwise, the organizer is entitled to have this work carried out at the exhibitor's expense. Further claims for damages remain unaffected.

15.2 Stands which are not dismantled after the date set for dismantling shall be removed by the organizer at the exhibitor's expense. Immediately after the end of the event, the organizer may carry out a stand control to ensure that the stand is returned as received.

15.3 Open fires are prohibited on the exhibition grounds.

## **§ 16 Waste disposal**

The organizer shall provide facilities for waste disposal. However, the exhibitor is requested to as little waste as possible.

## **§ 17 Use of space**

The organizer is entitled to check whether the exhibitor is using the space provided appropriately in terms of size and the exhibits on display is being used appropriately and in accordance with the contract.

## **§ 18 Security**

18.1 The Organizer shall provide general security for the event site without liability for loss or damage.

18.2 The Exhibitor is responsible for supervising and guarding the area during visitor hours. Exhibitors shall be responsible for this. This also applies during set-up and dismantling times.

## **§ 19 Insurance of the exhibitor**

The exhibitor is obliged to take out public liability insurance for the event which covers personal injury, property damage and financial loss to a sufficient extent. At the proof of insurance must be provided by the exhibitor at the request of the organizer.

## **§20 Photography, drawing, movies**

20.1 Commercial photography, drawing and filming on the event grounds is only permitted to companies/persons authorized by the organizer.

20.2 By confirming the participation, the exhibitor grants the organizer the following consent:

All photos, films and sound recordings of the event as well as any reproductions thereof, in which the exhibitor is shown can be used by the exhibitor free of charges and unlimited in time and space in all media.

20.3 The exhibitor shall obtain the consent of his employees and all those working on the stand for the production and use of image and sound recordings by the organizer and documents these.

## **§ 21 Advertising**

21.1 Advertising of any kind, including the distribution/display of flyers, is only permitted within the contractual area for the Exhibitor's own company and only for the products manufactured or distributed by the exhibitor, insofar as these are products manufactured or distributed by him, insofar as these have been registered and approved.

The same applies to the use of other devices and equipment intended to achieve an increased advertising effect.

21.2 Advertising of a political nature is generally not permitted.

21.3 All third-party advertising measures are only permitted if they have been approved in writing by the organizer.

21.4 The organizer is entitled to remove unauthorized advertising or structures at the exhibitor's expense.

## **§ 22 Liability of the Organizer**

22.1 The Organizer accepts no liability for damage to the trade fair/exhibition objects and stand equipment or for consequential damage.

22.2 The organizer is not liable in the event of cancellation, postponement, termination or shortening of the "OPEN HOUSE" due to force majeure or other circumstances for which the organizer is not responsible. In this case, the organizer shall be released from its obligation to perform. With regard to the exhibition fee, § 7, 8 shall apply.

22.3 The organizer assumes no guarantee for any kind of success of the event and any profit and turnover expectations of the exhibitors.

22.4 The Organizer's liability, insofar as such liability exists notwithstanding the above provisions, shall in any case be limited to damages caused by the organizer, its legal representatives or vicarious agents caused intentionally or through gross negligence or are based on the breach of a principal obligation essential to the contractual relationship. The liability for damages is limited to the foreseeable, typically occurring damage, insofar as the organizer is not accused of intentional or grossly negligent breach of contract. The liability for culpable injury to life, limb or health remains unaffected. This also applies to mandatory liability under the Product Liability Act.

### **§ 23 Severability clause, place of performance, place of jurisdiction and applicable law**

1. should individual provisions of the contract or these GTC be invalid, this shall not affect the validity of the remaining provisions. The contracting parties undertake to replace the supplement or the invalid provision in such a way that the intended purpose is achieved as far as possible.
2. The place of performance for all claims arising from the contract shall be Rauschenberg.
3. If the exhibitor is an entrepreneur, a merchant, a legal entity under public law or a special fund under public law or does not have a general place of jurisdiction in the Federal Republic of Germany, the place of jurisdiction for all disputes arising from the contract is Rauschenberg. The contractual relationship is subject to the law of the Federal Republic of Germany.

Rauschenberg, January 2024