

# **GENERAL CONDITIONS OF PARTICIPATION**

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Version: January 2018

# **General Conditions of Participation for HAMBURG BOAT SHOW**

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These conditions govern participation on HAMBURG BOAT SHOW held by DBSV Service GmbH.

## **1. DEFINITIONS**

### **1.1. CONTRACT PARTNER**

Organiser/contract partner:

DBSV Service GmbH

Sternstraße 108

20357 Hamburg

- Hereafter be referred as "DBSV-SG" -

Organisation/Project management:

Messe Friedrichshafen GmbH

Neue Messe 1

88046 Friedrichshafen

- Hereafter be referred as "MFN" -

Messe Friedrichshafen GmbH acts in the name and account on DBSV Service GmbH.

Hamburg Messe und Congress GmbH shall hereafter be referred to as "HMC".

### **1.2. ONLINE SERVICE CENTER**

Exhibitors receive an access code for the HMC Online Service Center (hereafter referred to as "OSC") upon registering for a stand. Media features as well as technical and organizational orders must be executed via the OSC and by utilizing the appropriate forms.

### **1.3. EXHIBITORS**

Those participating in trade fairs and exhibitions are called main exhibitors and co-exhibitors. When reference is made to all types of participants, then they shall be referred to hereafter as "exhibitor(s)".

#### **1.3.1. MAIN EXHIBITOR**

The main exhibitor is the participant that rents the trade fair stand and presents their offer with their own staff on it.

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### 1.3.2. CO-EXHIBITOR

The co-exhibitor is the participant that presents their offer using their staff on the stand of a main exhibitor. This definition includes the group's subsidiaries and affiliates of the main exhibitor. Registration of co-exhibitors is subject to approval and charges. To register as a co-exhibitor, a separate co-exhibitor registration is required. This must be signed by the main exhibitor as a legally binding document and must bear the name and full address of the contact from the co-exhibitor.

Following the registration of the main exhibitor, a contract cannot be concluded between the co-exhibitors which the main exhibitor has registered and DBSV-SG.

### 1.3.3. OTHER REPRESENTED COMPANIES

Other represented companies (ORC) must be registered by the main exhibitor. If ORCs are represented by their own staff on the stand, they shall be classified as co-exhibitors.

## 1.4. JOINT STANDS

If several exhibitors wish to rent a stand space together, they must name a joint exhibitor who has been authorized by the group (= Group Organizer) as a contact for MFN in their registration.

## 2. TRANSFERRING THE STAND SPACE TO A THIRD PARTY

Exchanging the assigned stand space with another exhibitor or partly or fully transferring the stand space or "subletting" the stand space to third parties is not permitted unless approval for this has been given by MFN.

## 3. PLACEMENT, PERMITTED GOODS, EXHIBITOR PASSES

### 3.1. PLACEMENT

MFN endeavours to fulfil the wishes of the exhibitor in terms of the location and size of the stand, whilst taking the theme of the exhibition and the structure of the respective event into account, as well as the space available. The time at which the registration is received is not the only determining factor in allocating placement. Deviations from the registration data due to planning reasons must be taken into account.

If special circumstances require it, particularly in the interests of safety, MFN may allocate the exhibitor another space even after having confirmed the stand. The size and dimensions of the reserved space can be changed and the position and layout of entrances, exits and passages may be changed and structural modifications may be undertaken.

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### **3.2. PERMITTED EXHIBITION GOODS**

Companies may exhibit their exhibition goods which are appropriate for the theme of the event. The permitted goods are specified in the product classification for the event.

MFN shall issue decisions on permission for exhibitors and the registered products to be presented at the event and the placement of the exhibitor.

MFN may, for objectively justifiable reasons, exclude individual exhibitors from participating, particularly if the available space is insufficient. MFN is also entitled to limit the registered exhibition objects and alter the registered space. Permission is only valid for registered exhibition objects and the specific exhibitor who is named in the permission confirmation and the space stated in this confirmation. The exhibition of any objects, other than those which have been registered and have received permission, must be approved by MFN in writing. The exhibitor must remove objects which are not registered or permitted from the stand upon the request of MFN.

### **3.3. EXHIBITOR PASSES**

Each exhibitor shall receive exhibitor passes which give them access to the exhibition center. The number of passes issued is determined based on the size of the stand and they are issued following full payment of the invoice for participation in the trade fair. The number of exhibitor passes is governed by the Special Conditions of Participation. Additional exhibitor passes can be ordered via the OSC at extra cost. The exhibitor passes are intended for the stand staff, must be filled out in accordance with the provisions on passes and may not be transferred to third parties. MFN reserves the right to carry out spot checks.

## **4. FEES, INVOICES, PAYMENT DEADLINES AND CONDITIONS, HIRER'S RIGHT OF LIEN**

The amount and elements of the participation fee and the payment deadlines are shown in the registration documents and Special Conditions of Participation. The stand can only be occupied if the deadlines for payment which have been established in the invoice for the participation fee have been met and the fee has been paid in full.

MFN is entitled to send invoices in electronic format (PDF-format) to the exhibitor by e-mail instead of paper invoices. Upon request of the exhibitor, MFN will issue paper invoices to the exhibitor. There is no legal claim to the issuance of electronic invoices. MFN is not obliged to comply with all country-specific requirements for the issuing of electronic invoices. MFN is entitled to send reminders and other request for payment to the exhibitor by e-mail.

All invoice amounts must be transferred in Euro without any deductions to an account stated in the invoice, stating the customer and invoice number. The transfer must be free of charge.

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If the exhibitor delays payment, MFN is entitled to charge an overdue fine of €3 for every reminder issued. The exhibitor is entitled to demonstrate that no damage or an amount of damage which is less than that stated has been incurred to MFN as a result of the delay in payment.

In case of default of payment of the participation fee, MFN may refuse to provide the stand space until payment has been made. DBSV-SG and MFN shall not be liable to the exhibitor for any damages resulting from this, unless DBSV-SG or MFN is responsible for the late payment.

Outstanding invoices must be paid on demand from the stand staff during the trade fair, in cash or by credit card. In order to avoid paying outstanding invoices at the stand, the exhibitor may send a completed direct debit authorization to the project management prior to the event. The form for this is available by MFN.

If an exhibitor does not meet their payment obligations during the course of the event, MFN may exercise their hirer's right of lien, retain the exhibition objects and stand equipment and, after giving written notice for the relevant items, have them stored or sold at auction, or sell them privately if they have a stock market price or market price, at the expense of the exhibitor.

### **5. ADDITIONAL COSTS**

Incidental expenses relating to increases and decreases in provision of services will be determined after the event, using the actual expenditure and consumption. The organizer will be invoiced or credited for these expenses if excess payment has been made.

#### **5.1. POWER**

The basis for calculation of power consumption is regulated in the OSC.

#### **5.2. AUMA FEE**

A fee is charged for the involvement of the Association of the German Trade Fair Industry (AUMA) (a Registered Association), Littenstr. 9, 10179 Berlin, Germany. MFN shall undertake the calculation and collection of the fees incurred on behalf of the AUMA. The fees shall be shown separately. The current valid rate for AUMA can be seen in the Special Conditions of Participation.

#### **5.3. WASTE DISPOSAL**

A waste disposal flat-rate shall be charged for the removal of small quantities of waste resulting from the running of the stand throughout the course of the event. This is set down in the Special Conditions of Participation for the event. The additional waste produced by constructing and disassembling the stand is to be disposed of by the exhibitor or to be reported to the project management team for disposal. The disposal of waste which is left on the exhibition centre premises is liable for costs. If

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required, waste disposal must be ordered via the OSC - if waste is not reported, then costs for disposal will be charged at a higher rate.

### **5.4. MEDIA ENTRY FEES (CATALOGUE, GUIDE, INTERNET FEATURES)**

If a catalogue or guide (print or digital) is created for the event, all exhibitors are obliged to feature in it. The costs for a basic feature are paid with a flat-rate fee which is set down in the Special Conditions of Participation.

Media features and optional additional services which are featuring costs are executed via the OSC.

## **6. VALUE ADDED TAX**

All prices listed are net prices. If statutory VAT is incurred it will be calculated additionally and stated separately on the invoice.

### **6.1. VAT IDENTIFICATION NUMBER**

As a rule, MFN performs standard services for the exhibitors (event services package). The headquarters of the service recipient/exhibitor is determined to be the place of performance of these services. MFN bills foreign exhibitors which have entrepreneurial status according to the Reverse Charge Procedure, without German VAT. For exhibitors from the European Union a valid VAT identification number (VATIN) is an absolute precondition. It has to be entered on the registration form. The exhibitor is obliged to notify MFN of any change to the VAT identification number immediately in writing. For exhibitors from outside the EU, it is not necessary to state a VAT identification number. However, it must be ascertained that the exhibitor has entrepreneurial status.

### **6.2. REIMBURSEMENT OF VALUE ADDED TAX**

Foreign exhibitors may be reimbursed for any value added tax they are charged for where the statutory requirements for this are in place. For more detailed information: [www.bzst.bund.de](http://www.bzst.bund.de). Applications are to be sent to the Federal Central Tax Office: Bundeszentralamt für Steuern, An der Kuppe 1, 53225 Bonn, Germany.

## **7. EXCLUSIVITY OF SERVICE PROVIDERS**

Only the service providers designated by HMC are permitted for the following services, supply activities and any connection work which may become necessary for the exhibitor's installations:

Water connections, power connections, compressed air, installation of suspension points, forklift trucks and working platforms, waste disposal, cleaning, security services, telecommunications, catering. This can only be deviated from if prior written approval has been given by MFN.



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The execution of these services starts only after they have been ordered in good time via the OSC. The exhibitor is responsible for doing this before the start of the event.

### **8. DISRUPTIONS IN PERFORMANCE, WITHDRAWAL**

#### **8.1. EXHIBITOR DOES NOT PARTICIPATE**

If the exhibitor does not participate once registration has been granted, he is obliged to pay a compensation fee. MFN must be notified that the exhibitor is not participating immediately in writing. MFN is not obliged to accept a replacement exhibitor put forward by the exhibitor.

In order to ensure that the trade fair/exhibition has a unified image, MFN is entitled to reallocate the stand space which is unused as a result of the non-participation of the exhibitor. The exhibitor must pay compensation fees for MFN's endeavours to rent the stand space in any manner other than via exchange of the stand space with another exhibitor for a consideration. The compensation fee amounts to 25% of the calculated participation fee, and must amount to a minimum of €500, unless it is stated otherwise in the Special Conditions of Participation of the event. If no replacement exhibitor is found or if an exchange with another exhibitor is the only option, then the full amount invoiced shall be due.

#### **8.2. CO-EXHIBITOR DOES NOT PARTICIPATE**

If a co-exhibitor does not participate, the obligation to pay the full amount of the co-exhibitor's fee remains unaffected.

#### **8.3. BREACHES OF DUTY BY THE EXHIBITOR, CONTRACT PENALTIES**

Culpable breaches of the exhibitor's duties which result from the contractual relationship or which contravene the directives set out in the House Rules entitle DBSV-SG to terminate the contractual relationship for good cause with immediate effect if the contravention is not remedied immediately upon request.

In the event of a termination for good cause, MFN is entitled to close the stand of the exhibitor immediately and demand that the exhibitor disassemble the stand immediately and clear the stand space.

If the exhibitor is late in disassembling the stand or cleaning the stand space, MFN is entitled to undertake the disassembly of the stand and/or the clearing of the stand space either itself or engage a third party to do so, at the expense of the exhibitor.

The exhibitor is obliged to pay the due participation fees as minimum compensation cover throughout the remaining period of the event.

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If no replacement exhibitor is found for the stand space of the terminated exhibitor, MFN is entitled to carry out redesign work on the stand space at the exhibitor's expense in order to unify the image of the trade fair.

DBSV-SG is entitled to demand a contract penalty, which is to be determined using equitable discretion by MFN for each individual case, amounting to a maximum of €10,000.

The exhibitor may provide evidence that no or significantly less damage than that stated was incurred for DBSV-SG.

The option to file other claims remains unaffected by this.

### **8.4. DBSV-SC AND MFN'S RIGHT TO WITHDRAWAL AND TERMINATION RIGHT**

#### **8.4.1. INSOLVENCY OF THE EXHIBITOR**

DBSV-SG is entitled to withdraw from the contract if insolvency is filed for by the exhibitor, if such a petition is rejected as a result of lack of funds or if insolvency proceedings have been started. The exhibitor is obliged to inform MFN of any of these events immediately.

#### **8.4.2. NON-PAYMENT**

If a deadline for payment set by MFN expires without payment of the participation fee, DBSV-SG may withdraw from the contract.

In the case the right to withdrawal is exercised, DBSV-SG is entitled to claim compensation from the exhibitor in the amount of the agreed and/or expected participation fee, as stated in point 8.1 of these conditions, unless the exhibitor can prove to DBSV-SG that the damages incurred were less than those stated.

Further claims from DBSV-SG remain unaffected by this.

#### **8.4.3. VIOLATION OF THE SPECIAL CONDITIONS OF PARTICIPATION, GENERAL CONDITIONS OF PARTICIPATION, TECHNICAL GUIDELINES, HOUSE RULES**

If the exhibitor is breaching the elements of the Special and/or General Conditions of Participation, Technical Guidelines or House Rules, DBSV-SG is entitled to terminate the contractual relationship with immediate effect for good cause.

#### **8.4.4. VIOLATION OF SUBSECTION 12.1 (ADVERTISING ETC.)**

In the event that the exhibitor is in breach of Subsection 13 (approaching and canvassing visitors outside the stand space, political publicity/statements), DBSV-SG is entitled to terminate the contractual relationship with immediate effect for good cause.

#### **8.4.5. STAND IS NOT OCCUPIED AT CORRECT TIME**

If the stand is not occupied at the correct time by the exhibitor (Subsection 10.1.4), MFN is entitled to terminate the contractual relationship with immediate effect for good cause.

## 8.5. CANCELLATION, POSTPONEMENT/RELOCATION AND CHANGE IN THE LENGTH OF THE EVENT

DBSV-SG is entitled to cancel the event where there is good cause, to postpone it or relocate it, change the dates or - if the condition of the space, police directives or other extreme circumstances require it, to relocate the stand space of the exhibitor, alter its dimensions or limit it. Postponement or relocation or other such changes will become a component of the contract when they are notified to the exhibitor. In this scenario, the exhibitor has the right to withdraw from the contract within 14 days of receiving notification of the change. Thus, no claims for damages can be made against DBSV-SG or MFN, unless the change/postponement can be attributed to a grossly negligent or intentional breach of duties by DBSV-SG or its agents, and/or the change/postponement is due to DBSV-SG's/its agents' violation of an essential contractual obligation which, firstly, enables the contract to be fulfilled in accordance with the regulations. Furthermore, the exhibitor should also consistently be able to trust that this obligation shall be adhered to (this may be, for example, planning and preparation of the event in accordance with the regulations, the exhibitor being notified in good time and being fully informed, etc.).

### 8.5.1. FORCE MAJEURE ETC.

If an event which is considered to be force majeure occurs which prevents DBSV-SG from fulfilling its obligations, either fully or partially, DBSV-SG is released from fulfilling this contract until such a time as the event considered force majeure ceases to exist. DBSV-SG must report this to the exhibitor immediately, unless they are prevented from doing so by an event considered to be force majeure. Inability to provide sufficient operating elements, such as electricity and heating etc. as well as terrorist threat, strikes and lockouts, will be equated to incidence of force majeure as long as they are not short-term in nature or caused by DBSV-SG. If, in these instances, costs have arisen for DBSV-SG for the preparation of the event, the exhibitor is obliged to reimburse these.

### 8.5.2. PARTICIPATION FEES IN THE EVENT OF CANCELLATION

If DBSV-SG is responsible for the cancellation of the event, no participation fee shall be owed by the exhibitor. If DBSV-SG must shorten the duration of an event that has already begun as a result of force majeure or on other grounds for which they bear no responsibility, the exhibitor may not claim any part or full reimbursement, nor dispense with payment of the participation fee.

## 9. DUTY TO SUPPLY INFORMATION, SAFETY REGULATIONS

### 9.1. EXHIBITOR'S DUTY TO SUPPLY INFORMATION

Upon registration, the exhibitor must share all relevant information with MFN, particularly that which influences the allocation of stand space, construction and disassembly operations, occupational health and safety, right to erect structures, structural or operational safety and requirements for the surveillance team or which could otherwise prove significant for MFN.

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### **9.2. FORMS, ONLINE SERVICE CENTER**

The exhibitor receives an access code for the OSC upon registration and with the invoice for participation in the trade fair. This access code can be used to carry out the aforementioned orders for service provision, media features and services online. The relevant information is shown in the Technical Guidelines (view under: [www.hamburg-boat-show.com/application](http://www.hamburg-boat-show.com/application)).

### **9.3. SAFETY REGULATIONS**

The exhibitor must inform themselves on the safety regulations which are in force for the duration of participation in the trade fair and instruct its employees and, if applicable, its co-exhibitors on these. This instruction is to be documented in writing.

The Technical Guidelines and House Rules form the most essential component of these relevant safety regulations (viewed under: [www.hamburg-boat-show.com/application](http://www.hamburg-boat-show.com/application)).

During the event and construction and disassembly, throughout the premises of HMC, the exhibitor is subject to the conditions set out in the Technical Guidelines and House Rules. Furthermore, the instructions of the employees of DBSV-SG, MFN and HMC, who are authorized by service ID card, must be obeyed. Exhibitors must make sure that authorized employees can meet competent contact persons at the exhibitor's stand at any time. The exhibitor is obliged to observe all occupational and trade law regulations, environmental regulations, fire protection regulations and accident prevention regulations. The exhibitor shall supervise the persons they engaged for the event and the other exhibitors they have registered to ensure they comply with the aforementioned conditions and will intervene in the event of violation and/or inform MFN of such violations.

### **9.4. OCCUPATION OF THE EXHIBITION PREMISES**

Unless stated otherwise in the Special Conditions of Participation, the length of time for which exhibitors, their employees or persons reporting to them may remain on the premises is limited to an hour before and after the daily opening hours for the relevant event, including opening hours. In principal, exceptions (i.e. for parties at the stand) require approval from the project management team. Outside of daily opening hours, the stands of other exhibitors may not be entered without permission from the stand owner.

## 10. CONSTRUCTION AND DISASSEMBLY

### 10.1. STAND CONSTRUCTION, FITTING AND DESIGN

#### 10.1.1. BASIC PRINCIPLE

All stand spaces and other event spaces are calibrated and delineated by MFN. MFN is entitled to dictate requirements under § 315 of the German Civil Code [BGB].

The stand construction requirements in the Technical Guidelines must be observed. The stands must be constructed so that they are safe in terms of their stability and for traffic.

#### 10.1.2. DESIGN

The design and furnishing of the stand is, in principle, entrusted to each individual exhibitor. However, the usual exhibition criteria for the event and all DBSV-SG, MFN and HMC conditions must be observed in the design and furnishing, particularly the Technical Guidelines and the Special Conditions of Participation. Regulations on floor coverings and stand height limits are of particular importance here. MFN may demand that true-to-scale blueprints and stand descriptions are submitted. The name and/or company of the exhibitor must be displayed clearly on the stand.

#### 10.1.3. CONSTRUCTION AND DISASSEMBLY TIME LIMITS

The time limits for construction and disassembly times are governed by the Special Conditions of Participation.

#### 10.1.4. STAFFING

The stand must be properly equipped and staffed by professionally qualified personnel during the opening hours throughout the entire duration of the event.

### 10.2. STAND CONSTRUCTION OBLIGATIONS

The exhibitor is obliged to construct an exhibition stand on the hired stand space. Construction of the stand must begin at least 24 hours before the event starts - individual imperative deadlines for construction remain unaffected by this.

### 10.3. REMOVAL OF OBJECTIONABLE OBJECTS ETC.

Exhibits, stand equipment and/or other objects which were not stated in the registration or which are objectionable or disruptive to the smooth running of the event in terms of their appearance, smell, insufficient cleanliness, noise or other characteristics or which otherwise prove unsuitable must be removed immediately upon the request of MFN.

If such objects are not removed immediately, MFN can have them removed at the exhibitor's expense and/or terminate the contractual relationship for good cause, with immediate effect.

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### **10.4. PREMATURE DISASSEMBLY**

The exhibitor is not entitled to remove exhibits from the stand space and/or begin disassembly of the stand before the disassembly period begins. If this is not abided by, MFN reserves the right to impose sanctions.

### **10.5. CLEARING**

The exhibitor bears sole responsibility for clearing the stand space and returning it to its original state within the set deadlines. DBSV-SG, MFN and HMC bears no liability for goods which are still present on the event premises after the event has ended, even those which have been sold to third parties during the course of the event, unless damage or loss can be attributed to DBSV-SG or MFN as a result of intentional activity or gross negligence.

MFN is entitled to impose a storage fee for goods and stand construction materials which are not disassembled and taken away on time. Furthermore, once the disassembly time limit is up, MFN is entitled to have goods/stand construction materials which are not disassembled or taken away on time removed and stored by a company which is competent to do so at the expense of the exhibitor and at the exhibitor's own risk.

## **11. HANDOVER/RETURN**

After the period of use has ended, the exhibitor must return the stand space to MFN in a clean-swept state, just as they received it. Failing this, MFN is entitled to have the space cleaned (i.e. remove sticky residues from the carpets) and to have installations, appliances, advertising boards, etc., removed and/or to return the space to the state that it was in prior to handover to the exhibitor. MFN is entitled to invoice the exhibitor for the costs thus incurred. This also applies if MFN has agreed that the exhibitor may bring installations, appliances, advertising boards, etc., into or onto the object provided for use.

## **12. ADVERTISING**

Any type of advertising (flyers, posters, other promotional materials) for the exhibitor's company may only be displayed on their own stand space and only for the products manufactured and distributed by the company, as long as these have been registered and permitted.

Purpose-built advertising spaces for posters or banners located throughout the premises of HMC can also be booked.

Loudspeaker advertising, as well as other sound-emitting activities and film, video or computer presentations and/or other activities which involve the emission of light or noise which is not of a low level require written permission from MFN. This also applies for the use of other devices and equipment which may have an increased promotional impact in terms of their visual or auditorial character or if

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the presentation of exhibits produces noise or otherwise causes disturbance. The points on noise emission in the Technical Guidelines must be observed [www.hamburg-boat-show.com/application](http://www.hamburg-boat-show.com/application).

MFN is entitled to prohibit advertisements which are conducted without authorization without involving legal or police intervention and to eliminate these, or have them eliminated. The costs for removal of unauthorized affixed advertising materials shall be borne by the exhibitor. In the interest of an undisturbed continuation of the exhibition, any permissions granted may be limited or revoked later.

Mobile advertising media (walking ads, promo girls, etc.) within the event premises and the distribution of printed material and tasters outside of the stand space and in the parking lot are not permitted. Written approval from MFN must be obtained for exceptions to this rule.

Approaching and canvassing visitors outside the stand space is strictly prohibited. Political advertisements and/or political statements are not permitted unless political statements are part of the scope of the event. For political statements or political advertisements which could disturb the peace at the event or disturb public order, MFN is entitled to demand that the disputed objects be omitted and removed.

### **13. SALES REGULATION**

Direct sales and/or prohibition of direct sales is governed formally by the Special Conditions of Participation for the event.

The procurement of and compliance with advertising and health policy permits is the responsibility of the exhibitor.

### **14. PHOTOGRAPHY AND OTHER MEANS OF RECORDING FILMS AND VIDEOS**

Capturing images within the event premises for commercial purposes in any form, particularly photography and film, is only permitted for persons who have been accredited for this purpose by the MFN Communications Department. Images and recordings which are to be made outside the daily opening hours require acceptance from MFN. The MFN reserves the right to request a suitable fee for this. The resulting costs are to be borne by the exhibitor.

MFN and - with the agreement of MFN - the journalists are entitled to produce photographs, drawings and film and video recordings of the event, the exhibition structures and stands and the exhibited objects and to use these for advertisements or press releases free of charge. This also applies to people who may appear in these recordings or items.

## 15. SURVEILLANCE, CLEANING, WASTE DISPOSAL

### 15.1. SURVEILLANCE

In principle, DBSV-SG and MFN accept no liability for duty of care for exhibits brought onto the premises, stand equipment and objects which are the property of persons working on the stand. Stand surveillance and supervision of the stand during the daily opening hours of the event is generally the exhibitor's responsibility, and this also applies during the construction and disassembly periods. Outside of the opening hours of the event, MFN ensures that general monitoring of the halls and the event premises is undertaken. Duties of care, custodial or other safeguarding of the interests of the exhibitor shall not be effected. During the night, easily removable, valuable objects must be locked away by the exhibitor.

### 15.2. STAND SURVEILLANCE

The exhibitor may order additional surveillance of the stand at their own expense from the surveillance company appointed by HMC. Ordering is carried out via the OSC.

### 15.3. CLEANING

MFN provides general cleaning for the premises and hall walkways.

### 15.4. CLEANING OF STANDS

Cleaning of the stand/stand space must be undertaken by the exhibitor and must end 15 minutes before the event opens every day. If cleaning the stand is contracted out, the exhibitor must use the cleaning company appointed by HMC for this purpose. Orders are placed via the OSC. If the exhibitor's own cleaning team is deployed, then they may only work one hour before and/or one hour after the daily opening hours of the event, unless stated otherwise in the Special Conditions of Participation.

If the exhibitor should deviate from the usual, decent standards of MFN in terms of hygiene or external appearance of the stand the exhibitor must remedy this at their own expense by order of MFN. If the exhibitor does not carry out these actions immediately following such an order from MFN, MFN is authorized to remedy these deviations and to invoice the exhibitor for the costs incurred.

### 15.5. WASTE DISPOSAL

Waste disposal and environmental protection are regulated in the Technical Guidelines - these must be observed, and this is compulsory.



## 16. DATA PROTECTION

By registering, the exhibitor declares that they agree that data concerning the exhibitor may be used for the purposes of developing the event and advertising and market research and/or opinion research and the agreements to be met in these circumstances under observation of the Privacy Act and other statutory data protection regulations (in the version currently in force) may be collected, processed and used and transferred to third parties in conjunction with this where applicable.

The exhibitor also commits to participate in the electronic visitor data collection and evaluation programs and declares that they consent that information on their participation may be distributed via electronic media, including the internet. Furthermore, by registering, the exhibitor permits that their email address may be used by MFN for advertising purposes and information by newsletter on the current status of the event. The exhibitor may oppose this utilization of their email address at any time. The elements disclosed in the registration will be stored by MFN in accordance with §13 of the Federal Data Protection Act via an automated process.

## 17. INDUSTRIAL PROPERTY RIGHTS

### 17.1. BASIC PRINCIPLE

The exhibitor is obliged to observe the property rights of third parties with respect to goods displayed by themselves or their co-exhibitors. Goods which infringe upon industrial property rights, specifically trademark rights, design rights, utility model rights and/or patents are not permitted as exhibition goods.

The exhibitor is obliged to remove goods which violate these rights from their stand immediately. In the event that infringement of property rights and/or breaches of the aforementioned duties are proved, DBSV-SG reserves the right to exclude the exhibitor from the current and/or future event(s) without any compensation.

If DBSV-SG exercises their right to exclusion based on a legal decision or based on well-founded evidence of the infringement of property rights, the exhibitor concerned is not entitled to make claims for damages against DBSV-SG in the event that the infringement of property rights proves to be invalid at a later point in time.

Securing copyright or other industrial property rights for exhibits is the responsibility of the exhibitor.

### 17.2. PROTECTION OF EXHIBITS

Securing copyright or other industrial property rights for exhibits is the responsibility of the exhibitor. A 6 month period of property right protection extending from the beginning of the event onwards, based on the fundamental principles of the Act on Protection of Designs and Exhibits and the Trademark Reform Act only enters into force if the Federal Minister of Justice has published an appropriate

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public notice in the German Federal Law Gazette (Exhibition Protection). In principle, MFN applies for this exhibition protection.

### **17.3. GEMA [SOCIETY FOR MUSICAL PERFORMING AND MECHANICAL REPRODUCTION RIGHTS]**

The exhibitor is responsible for making the appropriate notifications in good time and in full for its own musical presentations which are subject to GEMA approval, and that duties are paid and also that copyrights are respected. GEMA applications and other information can be accessed at [www.hamburg-boat-show.com/application](http://www.hamburg-boat-show.com/application).

### **17.4. REGISTERED TRADEMARKS OF MFN**

The exhibitor is obliged to obtain consent for use before using any registered trademark of DBSV-SG or MFN.

## **18. GENERAL OBLIGATIONS OF THE EXHIBITOR**

The exhibitor must ensure that they do not damage the reputation of DBSV-SG or MFN. Among other items, this requires that the exhibitor only uses suppliers who can guarantee that they will work in a reliable and orderly manner (see also Subsection 7). The exhibitor is obliged to observe the conditions of the General Conditions of Participation, the Special Conditions of Participation, the Technical Guidelines and the House Rules.

Insofar as it is required under law or is reasonable on objective reasons, the exhibitor is obliged to draw up an appropriate safety concept with MFN and the public agencies and organizations responsible for safety.

## **19. PERMITS, EXIT ROUTES AND EMERGENCY EXITS**

Any permits which are legally required according to building regulations are to be obtained by the exhibitor at least eight weeks before the beginning of the event at their own cost.

The exhibitor must submit the required permits to MFN eight weeks before the beginning of the event at the latest. Further indications for stand construction are regulated in the Technical Guidelines. ([www.hamburg-boat-show.com/application](http://www.hamburg-boat-show.com/application)).

Each exhibitor is responsible for keeping the exit routes and emergency routes of their stand clear and for ensuring that the visitors use them.

The exhibitor must comply with the Fire Protection Measures for Trade Fair Events ([www.hamburg-boat-show.com/application](http://www.hamburg-boat-show.com/application)).

## 20. COMPULSORY INSURANCE COVERAGE

The exhibitor is obliged to take out liability insurance with the sum insured being the customary scope of coverage for the market in a lump sum for physical injury to persons and damage to property (with cover amounting to double this amount). This insurance must include coverage for rental property damages to buildings and rooms through fire, explosion and domestic water damage, with the sum insured amounting to at least €10 million, as well as rental property damages to other items resulting from other causes with the sum insured amounting to at least €50,000. Furthermore, the exhibitor must reach an agreement for a waiver of recourse in favour of DBSV-SG and MFN with their property insurer. The closing of the insurance contract(s) is to be proved via submission of a written confirmation of cover to MFN at least three weeks before the event begins. Exhibitors have the option of taking out comprehensive insurance coverage for goods. Application for exhibition insurance is made via the OSC.

## 21. LEGAL DUTY TO MAINTAIN SAFETY, OPERATOR OBLIGATIONS

The operator obligations for one's own stand are transferred to the respective exhibitor. More specifically, this means that the exhibitor is responsible for ensuring public safety on the stand and the direct access to it unless hazards arise from the structural composition of the building and/or premises of HMC.

Within the context of the obligation to maintain public safety, the exhibitor must specifically ensure that passageways are clear, there are no "stumbling points" caused by cables, carpets, etc., wet or any other slip-prone surfaces are indicated with signs, suspended items are secured and are not hung too low, the stand construction complies with the safety provisions of HMC, fire protection measures are in place, all work is carried out to the best possible technological standards etc. Details on all areas are set down in the Technical Guidelines ([www.hamburg-boat-show.com/application](http://www.hamburg-boat-show.com/application))

## 22. NOTIFICATION OF DAMAGES

The exhibitor must notify damages which have occurred to MFN immediately in writing.

## 23. INTERVENTION IN THE EVENT, TERMINATION OF THE EVENT

MFN reserves the right to intervene in the course of the event or terminate the event in order to restore safety and order to the event. The exhibitor is not, in either case, entitled to bring claims for damages against DBSV-SG or MFN, unless DBSV-SG or MFN caused the grounds for intervention in the course of event or termination of the event intentionally or via gross negligence or has violated an essential contractual obligation which firstly enabled the contract to be fulfilled in accordance with the regulations. Furthermore, the exhibitor should have been able to consistently trust that this obligation would be adhered to.

## 24. BRINGING OBJECTS ONTO SITE

Where the exhibitor has received permission from MFN to place/store items outside their own stand on the premises available to MFN and/or in buildings on these premises, this shall not be taken as justification for a rental contract nor custody contract to this effect.

## 25. LIABILITY, INDEMNIFICATION

### 25.1. LIABILITY OF DBSV-SG

The liability of DBSV-SG, the agents and assistants thereof and other persons associated with DBSV-SG for negligent behaviour is eliminated, unless the claim involves liability resulting from physical injury to persons or liability as a result of violation of essential contractual obligations. In this context, essential contractual obligations are obligations which, firstly, enable the contract to be fulfilled in accordance with the regulations. The exhibitor can also consistently trust that these obligations shall be adhered to (without claim to completeness, this could be providing the object for use in line with the contract or appointing a supplier in line with the contract, to give examples). In the event that these essential contractual obligations are breached as a result of negligence, the liability of DBSV-SG is limited to that of contractually typical damages. The exhibitor indemnifies DBSV-SG against all claims of third parties for which the exhibitor or their co-exhibitors bear responsibility, unless these are for damage to property or financial loss which was at least partly caused by a grossly negligent or intentional breach of duty and, in the event of physical injury to persons, which can be attributed, in any way, to a breach of duty by DBSV-SG and/or persons associated with them, or can be at least partly attributed to them, or if the claim involves violation of essential contractual obligations by DBSV-SG in the sense stated above.

### 25.2. LIMITATION OF LIABILITY IN THE EVENT OF VIOLATION OF ESSENTIAL CONTRACTUAL OBLIGATIONS.

If DBSV-SG is liable for simple negligence of essential contractual obligations, the extent of compensation is limited to the foreseeable, typical damage. Prior to the incidence of liability, the exhibitor has the possibility to extend the liability towards DBSV-SG by announcing a hazard threat and/or a value declaration in writing.

### 25.3. INDEMNIFICATION VIS-A-VIS CO-EXHIBITORS

The exhibitor indemnifies DBSV-SG against all claims which may arise in conjunction with a breach of duty or other actions which constitute grounds for claims on the part of its co-exhibitors and which are brought against DBSV-SG. This also applies to the costs for legal defence.

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This indemnification does not apply if DBSV-SG itself is responsible for the breach of duty or actions which constitute grounds for claims as a result of gross negligence or intent, or if DBSV-SG has violated its essential contractual obligations under Subsection 25.1.

### **25.4. STRICT LIABILITY § 536A OF THE GERMAN CIVIL CODE [BGB]**

Strict liability of DBSV-SG is dispensed with for pre-existing deficiencies (e.g. in stand equipment) under § 536 A, Paragraph 1, Alternative. 1 of the German Civil Code and for any potential subsequent damages for the exhibitor.

### **26. STATUTE OF LIMITATIONS, SET-OFF**

The statute of limitations for claims brought against DBSV-SG is one year, unless DBSV-SG has caused the grounds for the claim either intentionally or through gross negligence or the claims are subject to a statutory statute of limitations of over three years.

The exhibitor is entitled to a right to set-off against DBSV-SG only when their counterclaim is legally recognized as valid, is uncontested or is recognized by DBSV-SG. The same applies for the right of retention, inasmuch as the exhibitor is an entrepreneur, a legal entity under public law or a special investment fund governed by public law. If the exhibitor is not categorized as belonging to these groups, the exhibitor is entitled to exercise their right to retention, insofar as the exhibitor's counterclaim is governed by the same contractual relationship.

### **27. PROTECTIVE CLAUSE**

Only these conditions and the conditions mentioned in the registration form (Special Conditions of Participation, Technical Guidelines, House Rules) are valid for the relationship between the parties. Other general terms and conditions of trade shall not be held to be subject terms of the contract, even if DBSV-SG has not expressly objected to them.

### **28. PRECEDENCE OF THE GERMAN TEXT**

The legal relationship between the parties are governed solely by the German text for the terms of the contract. The German text is legally binding.

## 29. APPLICABLE LAW, PLACE OF PERFORMANCE, PLACE OF JURISDICTION

This agreement shall be solely governed by German law. The place of performance for both parties shall be Hamburg. The place of jurisdiction is Hamburg. DBSV-SG may, at its own discretion, elect that the competent place of jurisdiction shall be that of the exhibitor.

*Last updated: August 2017*