



expo@scc-events.com

## General Terms and Conditions

### GENERALI BERLINER HALFMARATHON EXPO BMW BERLIN-MARATHON EXPO



Veranstaltungsort  
GENERALI BERLINER HALFMARATHON EXPO  
BMW BERLIN-MARATHON EXPO  
Flughafen Tempelhof  
Platz der Luftbrücke 5  
12101 Berlin, Deutschland

#### § 1 Subject matter of the contract; validity of the General Terms and Conditions

##### 1.1 Subject matter of the contract; event

These General Terms and Conditions apply to all contracts concluded in connection with the

GENERALI BERLINER HALFMARATHON EXPO /  
BMW BERLIN-MARATHON EXPO  
Tempelhof Airport  
Platz der Luftbrücke 5  
12101 Berlin, Germany

- hereinafter: the "Event",

organised and carried out by

SCC EVENTS GmbH  
Hanns-Braun-Strasse/Adlerplatz  
Olympic Park Berlin  
14053 Berlin

- hereinafter: the "Organiser",

are concluded with an Exhibitor (hereinafter: "Exhibitor") for the purpose of presenting at the event and for the use of other services offered by the Organiser in connection with the event.

1.2 Exclusive validity of the General Terms and Conditions  
By registering for the event, the Exhibitor accepts the General Terms and Conditions as binding. Any pre-formulated contractual conditions prepared by the Exhibitor shall only become part of the contract if the Organiser expressly agrees to them in writing.

#### § 2 Participation in event; conclusion of contract; services

##### 2.1 Participation

In order to participate in the event and rent exhibition space, Exhibitors must register on the Organiser's online portal and book a booth. Exhibitors can book further services (hereinafter: additional services) on the Organiser's website.

The presentation of Exhibitor services and/or additional services on the Organiser's website does not constitute a binding application for the conclusion of a contract. Rather, it is a non-binding invitation to interested Exhibitors.

##### 2.2 Conclusion of contract

By selecting and submitting the Organiser's services via the Organiser's website, the Exhibitor submits a binding offer. This is done by clicking the link labelled "Conclude booking". A contract for the services selected by the Exhibitor is concluded after confirmation ("Booking successful"). After creating the company profile and selecting the desired (additional) services, the Exhibitor receives an automatically generated e-mail (booking confirmation) consisting of the booking form, the General Terms and Conditions and the Exhibitor Conditions. The Organiser is not obliged to check the information provided by the Exhibitor for correctness and completeness. Any doubts shall be borne by the Exhibitor.

In case of doubt, the Organiser shall decide at its due discretion, taking into account the purpose of the event and the available capacity. There is no legal entitlement to admission to the event. The Exhibitor may not make reference to partici-

pation in previous events. The organizer reserves the right to place the stand at another location depending on capacity and availability.

##### 2.3 Company profile

As part of the booth booking process, Exhibitors will create a company profile. This is used so that visitors to the expo can later find information about the various Exhibitors in an online hall plan.

##### 2.4 Co-exhibitors

Shared use of the booked booth space between multiple companies is only permitted if the Organiser has given its prior consent. The prerequisite for this is that the Exhibitor submits the names of all the companies represented there to the Organiser in writing (e-mail is sufficient). Co-exhibitors are companies represented on the exhibition booth in any form, whether in the form of an address, exhibits or brochures and other advertising materials. The Exhibitor shall ensure that co-exhibitors take note of and observe the General Terms and Conditions. The Organiser has the right to exclude non-registered, incompletely registered or incorrectly registered co-exhibitors from participation in the event at any time.

##### 2.5 Additional services

The Exhibitor can book additional services when registering via the Organiser's online portal or separately by contacting the organizer directly or via the service providers listed on the Organiser's website. Further information, prices and order forms can be found at the URL <https://www.halbmarathon-expo-berlin.de/en/for-exhibitors/priceadditional/> and <https://www.marathon-expo-berlin.de/en/for-exhibitors/priceadditional/>.

##### 2.6 Portal conditions

For the use of the Organiser's online portal, the terms and conditions of use available there shall also apply.

#### § 3 Exhibition areas; rights and obligations of the Organiser

##### 3.1 Location and dimensions of the exhibition space

The Organiser shall provide the Exhibitor with an exhibition space of the agreed size for the agreed period. Unless otherwise agreed, the Organiser shall not provide an exhibition booth. Unless expressly agreed in writing, the Exhibitor shall not be entitled to a specific location or dimensions for the allocated exhibition space. The Organiser shall take into account the Exhibitor's wishes with regard to the location and size of the exhibition space as far as possible.

##### 3.2 Neighbouring booths; protection against competition

Unless expressly agreed otherwise in writing, the Exhibitor has no claim to the allocation of exhibition space of other Exhibitors. This also applies to adjacent exhibition spaces. The Organiser does not grant the Exhibitor any protection against competition.

##### 3.3 Changes to the exhibition space

Up to the day of the start of the event, the Organiser shall be entitled to make changes to the exhibition space, in particular to change its location, dimensions and size, insofar as this is necessary for reasons of safety for the event or because the event is oversubscribed and additional Exhibitors must be admitted to the event or because such changes are necessary for a more efficient utilisation of the premises and space required

for the event. The changes shall be made with due regard to the legitimate interests of the Exhibitor and shall not impose an unreasonable burden on the Exhibitor. The Organiser shall inform the Exhibitor in good time of any changes to be made to the exhibition space.

Insofar as the rental price is reduced as a result of the subsequent changes in accordance with § 6, 6.1 of these General Terms and Conditions, the Organiser shall charge the correspondingly reduced rental price. If the originally charged rental price has already been paid by the Exhibitor, the difference will be refunded to him.

##### 3.4 Insurance

The Organiser has taken out Organiser's liability insurance. However, this may not cover the exhibition booth or any objects brought onto the event site by the Exhibitor. For comprehensive insurance against damage or loss, the Exhibitor must take out appropriate insurance in his own name and at his own expense, if necessary. It is recommended to insure the rental objects against theft for the duration of the rental period.

##### 3.5 Guarding of the booth, employee passes

The Organiser is responsible for general supervision on the event site and provides security at the gates of the event building and grounds. However, due to the size of the event site and the large number of people staying there, the Organiser cannot guarantee complete surveillance and control of the entire event site.

The Organiser shall provide the Exhibitor with the required number of passes for the personnel employed by the Exhibitor for the construction and dismantling of the booth and for the operation of the exhibition booth. The number of passes depends on the size of the booth:

$12 \text{ m}^2 = 4 \text{ passes}$ ;  $12-24 \text{ m}^2 = 6 \text{ passes}$ ;  $24-36 \text{ m}^2 = 8 \text{ passes}$ ,  $>36 \text{ m}^2 = 10 \text{ passes}$ . The work passes are not transferable. Any transfer to third parties is prohibited.

##### 3.6 Domiciliary Rights

The Organiser has unrestricted domiciliary rights on the exhibition grounds granted to him by the lessor of the event site. The Organiser reserves the right to regulate traffic and access by Exhibitors and their staff, including contracted companies, on the event site throughout the construction and dismantling periods.

##### 3.7 Organiser's Right to Change/Dismantle

If the booth construction and/or the operation of the exhibition space is carried out in breach of these Exhibitor Conditions or the Organiser's instructions, the Organiser shall be entitled to make any necessary changes to the booth construction or - if this is only possible at disproportionate expense or cannot reasonably be expected of the Organiser for other justified reasons - to have the entire exhibition booth dismantled. The Organiser may charge the Exhibitor for the costs of dismantling. The Organiser is only entitled to make changes to or dismantle the exhibition booth if he has previously given the Exhibitor sufficient opportunity under the circumstances to make the necessary changes or dismantle the booth himself.

##### 3.8 Acceptance of consignments

The Organiser is not obliged to receive letter or goods consignments (e.g. exhibition goods, booth construction material) on behalf of the Exhibitor. The Exhibitor is not entitled to designate the Organiser as the recipient of consignments. The Organiser is not obliged to accept such consignments. He shall not be liable

for loss or for ineffective or delayed deliveries. This also applies if the Exhibitor refuses to accept such consignments.

The Exhibitor cannot make any claims against the Organiser from the fact that the latter accepts consignments without checking them for correctness and completeness, does not check freight and forwarding invoices or does not store or keep the goods properly.

The Exhibitor shall reimburse the Organiser for all expenses, in particular freight and storage costs, incurred by him from the receipt and, if applicable, storage of consignments and shall indemnify him against all third-party claims in this respect.

#### § 4 Duties of the Exhibitor

##### 4.1. House Rules, Organiser's Instructions, Exhibitor Conditions

The Exhibitor accepts the house rules and Exhibitor Conditions issued by the lessor of the event site as binding. He shall ensure that these are also observed by his employees and co-exhibitors.

House Rules and Exhibitor Conditions will be provided to the Exhibitor via e-mail and are available for downloading at the URL <https://www.halbmarathon-expo-berlin.de/fuer-aussteller/hausordnung-amp-ausstellerbedingungen/> and/or <https://www.marathon-expo-berlin.de/fuer-aussteller/hausordnung-amp-ausstellerbedingungen/>.

The Exhibitor is obliged to comply with the instructions of the Organiser and its employees as well as instructions of the regulatory and licensing authorities, in particular but not only with regard to the construction and dismantling of the exhibition booth (including waste disposal) as well as its operation.

##### 4.2 Booth security

The Exhibitors themselves are responsible for guarding and securing their exhibition booths or parts of their booths and are not covered by the Organiser - not even with the general security service. The Exhibitor must commission a security service at his own expense. The company commissioned by the Exhibitor must be notified to the Organiser.

##### 4.3 Construction, dismantling period

The booth must be set up in compliance with the Exhibitor conditions and in accordance and in compliance with the state-of-the-art regulations on fire safety and stability.

Unless otherwise agreed, the construction and dismantling of an exhibition booth shall be the responsibility of and at the expense of the Exhibitor. The type, design and presentation of the booth are the responsibility of the Exhibitor. Any necessary permits for the construction of the booth shall be obtained at the Exhibitor's own expense.

The Exhibitor is obliged to complete the booth within the set-up times provided to him and exclusively within the booth areas allocated to him. Otherwise, the Organiser is entitled to use the exhibition space for its own purposes without requiring a prior declaration of termination by the Exhibitor (see § 8, 8.2 lit. c) of these Exhibitor conditions). Outside of regular hours, set-up and dismantling is subject to a charge.

##### 4.4 Duty to occupy the exhibition space and to operate an exhibition booth

The Exhibitor is obliged to staff the rented exhibition space with an adequate exhibition booth and to operate it continuously during the event. The exhibition booth must be manned by expert personnel throughout the opening hours of the event.

##### 4.5 Promotion and advertising; beverages

Advertising of any kind is only permitted for the Exhibitor within the booth operated by the Exhibitor and then only for the Exhibitor itself and the products or services manufactured or distributed by it. The Organiser has the right to prohibit any advertising that is not permitted. The prior express written consent of the Organiser is also required in particular for the provision of drinks and/or food for advertising and presentation purposes.

##### 4.6 Cleaning of the exhibition booth, waste disposal

When operating the exhibition booth, the Exhibitor must ensure that the booth is always tidy and clean. The cleaning of the exhibition booth, including the disposal of waste, is the sole responsibility of the Exhibitor. Cleaning must be completed daily before the start of the event. The disposal of waste and interim tidying up is permitted at any time.

The Exhibitor will avoid unnecessary waste. Insofar as reuse is not possible, the Exhibitor is responsible for waste disposal. He will separate the waste into individually recyclable materials and dispose of it properly in the waste bins and compactors

provided by the Organiser. Wood and chipboard should be disposed of in the wood containers provided.

##### 4.7 Booth dismantling, return of rented items

By the end of the agreed dismantling period, at the latest by the end of the rental period, the Exhibitor must remove all booth construction material and all equipment without leaving any residue and restore the exhibition space to its original condition. Floor coverings and adhesive tapes must be removed. No objects, including waste, may be left behind on the exhibition area. The Organiser is entitled to remove and store objects left behind at the Exhibitor's expense and risk and to dispose of waste at the Exhibitor's expense. The Organiser shall be entitled to dispose of stored items at the Exhibitor's expense after the fruitless expiry of a reasonable period of time. The Organiser accepts no liability for damage or loss of items left behind, even if this occurs beyond the dismantling period with permission. The Exhibitor shall return the exhibition space in a swept clean condition. Damage caused during the rental period shall be repaired by the Exhibitor at his own expense or, if repair is not possible by the time the rental object is returned, the Exhibitor shall bear the costs of repair.

##### 4.8 W-LAN

In order to be able to use wireless internet during the exhibition period, the Exhibitor may obtain this via the Organiser. The Exhibitor is prohibited from installing and/or operating his own W-LAN network at the event.

#### § 5 Advertising material and use of brands/trademarks; photography and filming; third-party rights

##### 5.1 Advertising materials of the Exhibitor

The Exhibitor has the opportunity to present his company within a presentation of the exhibiting companies at <https://www.halbmarathon-expo-berlin.de> or <https://www.marathon-expo-berlin.de>. For this purpose, the Exhibitor may enter photos, logos, texts and links to his company in the company profile provided by the Organiser, which will be used for the aforementioned presentation.

##### 5.2 Photography and filming, social media

The Organiser will take photographs and film footage (together: "footage") at the event, or have such footage taken, and disseminate and publicly reproduce and make these available as part of reports on the event, in particular on the website, the Facebook page, other social media channels and in printed materials of the Organiser. Selected photographs shall be shared with the press and other media for use in their editorial coverage of the event. The Exhibitor grants the Organiser the rights of use required for the use of the photographs shown. He shall ensure that his employees also consent to this use. Subsequent objection to this use or revocation of consent is possible at any time for good cause.

##### 5.3 Identification of the Exhibitor

The Exhibitor permits the Organiser to use the brands, company/product names and company/product logos or other marks of the Exhibitor (hereinafter: the "marks") posted by him via his company profile to promote the event in any form, in particular on the Organiser's website or in the event programme booklet for the Berlin Half Marathon as well as the BERLIN MARATHON. The Exhibitor agrees to the placement of his registration number in the advertising material together with the registration numbers of other Exhibitors.

##### 5.4 Own rights, rights of third parties

The Exhibitor assures that he is entitled to provide the Organiser with the texts, logos, trademarks, company/corporate/product names listed in this paragraph for the purposes listed and to grant the corresponding rights, and that the contractual use does not conflict with any third-party rights.

The Exhibitor shall ensure that his appearance at the event, in particular the design of his exhibition booth and the goods exhibited there, does not infringe any third-party rights, in particular copyrights, trademark rights or design rights, and that he does not violate any regulations under competition law.

##### 5.5 Claim for exemption

The Exhibitor shall indemnify the Organiser against all claims made by third parties against the Organiser on the basis of alleged or actual infringements of rights due to the use of the data material or the use of the trademarks, logos, company/product names and/or the Exhibitor's appearance at the event and undertakes to reimburse all possible costs incurred by the Organiser as a result of the claims made by third parties. Reimbursable costs also include the costs of a reasonable legal defence of the Organiser against these claims. In this case, the Organiser shall inform the Exhibitor immediately of the legal

defence measures to be taken.

##### 5.6 Photography and filming by the Exhibitor

Unless otherwise stipulated in this contract, the Exhibitor is entitled to take photographs and film recordings of the event or have them taken at his own expense and risk. The right to produce and use visual material from the event does not include any rights regarding the distribution and display of images of depicted natural persons, e.g. visitors to the event, employees, sponsors or other persons.

##### 5.7 Personal rights / data protection

It is the sole responsibility of the Exhibitor to ensure that the use of the resulting image material does not infringe any personal rights of the persons depicted.

The Exhibitor is also the sole data controller. In accordance with Article 4 Para. 7 of the German Data Protection Regulation (GDPR), the Exhibitor is the sole data controller for the processing of personal data in connection with the production and use of visual material in which natural persons are depicted. The Exhibitor undertakes to ensure that the applicable data protection regulations in Germany and the European Union are not violated in the production and use of the photographic material, and in particular that all statutory information obligations are observed and implemented. To this end, the parties shall coordinate with each other in a timely manner before the event, in particular regarding the manner in which the information obligations pursuant to Art. 12 et seq. GDPR are to be implemented as effectively as possible and at the same time remain in compliance with the law.

All of the partner's aforementioned obligations shall also be imposed by the partner on its service providers, vicarious agents or assistants.

#### § 6 Prices and payment

##### 6.1 Prices

In return for the right to participate in the event, including the use of the exhibition space, the Exhibitor shall pay a fee to the Organiser (booth rental).

##### • Rental price for the exhibition space

The rental price to be paid by the Exhibitor for the rented exhibition space is based on the Organiser's event price list, available at <https://www.halbmarathon-expo-berlin.de/preise-zusatzformulare> or <https://www.marathon-expo-berlin.de/preise-zusatzformulare>. Unless explicitly stated otherwise, booth prices do not include walls, carpet, water or wastewater, electricity or furniture. The service fee (GEMA, etc.) and an environmental and waste disposal fee are obligatory. This is calculated according to the size of the booked booth.

##### • Prices for additional services or services

Fees for additional services provided by the Organiser are not included in the rental price and will be invoiced separately. They can be agreed upon separately with the Organiser or third parties in accordance with § 2, 2.4. After the event, the Exhibitor will receive an invoice for all services booked during the event and adjusted according to consumption.

##### • Value added tax

All prices are net prices in euros plus the applicable statutory value added tax.

##### 6.2 Due date, default

Invoiced amounts are to be paid without deduction and must reference the invoice number to the account of the Organiser stated in the invoice. Insofar as no payment date is stated in an invoice, all invoices are due for payment within 14 days of receipt of the invoice.

If the Exhibitor defaults on the payment of an invoice, the Organiser is entitled, in accordance with § 288 BGB (German Civil Code), to demand interest on arrears from the beginning of the moment of default at a rate of nine percentage points above the respective base interest rate in accordance with § 247 BGB.

##### 6.3 Exclusion from event in case of default

If and insofar as the Exhibitor is in default of payment during the set-up or event period, the Organiser shall be entitled to exclude the Exhibitor from the event and/or to prohibit access to the event site as well as to demand the immediate surrender of the employee passes.

The right to extraordinary termination (see § 8, 8.2) remains unaffected.

##### 6.4 Complaints

Complaints about invoices must be made in writing within a preclusive period of 14 days after receipt.

## 6.5 Offsetting, right of retention

The Exhibitor is only entitled to offset a claim of the Organiser with a counterclaim or to assert a right of retention if the counterclaim is undisputed or has been legally established.

## 6.6 Lien

For all existing or conditional monetary claims of the Organiser against the Exhibitor arising from exhibition contracts, the Organiser shall be entitled to a contractual lien on the Exhibitor's booth equipment and exhibition goods on site, in addition to the statutory lessor's lien, which is hereby specially agreed upon.

## § 7 Adjustment of the event, force majeure

### 7.1 Interruption, closing of the event

In justified exceptional situations, the Organiser shall be entitled to postpone, shorten, cancel, temporarily interrupt, partially close or cancel the event. An exceptional situation justifying such a measure exists if there are sufficient factual indications that the planned implementation or continuation of the event may lead to a concrete danger to life and limb or to property of considerable value. The same shall apply in the event that the planned implementation of the event becomes impossible due to circumstances that lie outside the operational process and the sphere of influence of the parties (force majeure).

Force majeure shall include, but not be limited to, war, warlike condition, riot, strikes, shortage of energy or raw materials, revolution, rebellion, military or civil coup, terror, reactor accidents, riots, embargo, government orders, travel restrictions, government orders, epidemics, pandemics (e.g. COVID-19), fire, hurricanes or other severe weather on the scale of a catastrophe, and natural events such as earthquakes or landslides. Insofar as such an exceptional situation exists for which the Organiser is not responsible, the Organiser shall be released from its obligations to perform its contracted duties. The Exhibitor's obligation to pay the rent shall lapse proportionately as follows:

- In the event of cancellation before the start of the event: 100% less the costs already incurred by the Organiser for the provision of the contractual services. The costs to be deducted for this purpose shall be set at a flat rate of 25% of the rent. The Exhibitor has the right to prove that these costs were not incurred or were only incurred to a lesser extent.
- In the event of cancellation from the 1st day of the event: Pro rata according to the event days already open in proportion to the number of event days not open (example: If the event opens on four (4) out of ten (10) event days, the rent shall be reduced to 40%) but not more than the costs incurred by the Organiser for the provision of the services in dispute. These costs shall be set at a flat rate of 30% of the rent. The Exhibitor has the right to prove that these costs were not incurred or only to a lesser extent.

## 7.2 Relocation or change in time

In the event of a change (in terms of location or time) of the entire event for the reasons stated in § 7.1, the Exhibitor shall be entitled to terminate the contract in writing vis-à-vis the Organiser without delay, but no later than 14 days after receipt of the notification. However, the Exhibitor shall not have the right to terminate the contract if he can reasonably be expected to participate despite the change of location or time.

The Exhibitor can be expected to relocate the event in particular, but not exclusively, if a comparable and equally suitable venue can be found within Berlin that is closer in time to the originally planned event than to an event taking place in the following year. SCC shall make the decision in its function as Organiser at its own dutiful discretion. The decision shall take into account the interests of all affected trade fair participants (in particular Exhibitors, visitors, employees, sponsors, etc.) with regard to both the purpose of the event and the necessary safety considerations.

## 7.3. Obligation to provide evidence

If we are obliged to do so or if we are of the opinion that this is necessary for the safe implementation of the event, we may make participation in the event dependent on the submission of medical documents and/or evidence to be specified in more detail or the use of certain technologies (in particular smartphone apps). Such documentation and/or evidence shall be suitable to reduce the accidental risk of Exhibitors spreading the SARS Coronavirus-2 or a comparable virus during or in connection with participation in the event. Such documents to be provided at the Exhibitor's expense may include: Proof of a negative SARS-CoV2 test or sufficient immunisation through SARS-CoV2 vaccination and/or of having had a SARS-CoV2 infection/ Covid19 disease. The use of a specific technology (smartphone app) may be required in order to track any chains of infection and enable direct communication with Exhibitors.

## § 8 Cancellation

### 8.1 Termination of Contract, Ordinary Termination

The contract for the rental of exhibition space ends at the end of the last day scheduled for booth dismantling. The Exhibitor's ordinary right of termination is excluded.

### 8.2 Extraordinary termination

The Organiser's right to extraordinary termination for good cause shall remain unaffected. Good cause for termination exists if, taking into account all circumstances of the individual case and weighing the interests of both parties, the continuation of the contractual relationship until the agreed termination or until the expiry of the notice period is unreasonable. Prior to such termination, a warning is generally required, unless the relationship of trust is so permanently disturbed that an immediate termination of the contract appears justified or an essential contractual obligation is violated, the violation of which endangers the purpose of the contract (cardinal obligations). In contrast, it is not an important reason entitling termination if the event cannot take place or cannot take place as planned due to force majeure. For the Organiser, reasons entitling extraordinary termination without notice and without prior warning exists in particular if

- a) the Organiser becomes aware of any reasons, the timely knowledge of which would have justified non-admission to the event. This applies in particular in the event of the opening of bankruptcy or compromise proceedings or the occurrence of the Exhibitor's insolvency;
- b) the Exhibitor fails to comply with his contractual obligations (to the extent necessary and reasonable for the Organiser, despite a warning); this applies in particular to false information about the range of goods and/or services offered, subletting or passing on the booth to third parties without the prior consent of the Organiser and/or endangering other Exhibitors and/or visitors to the event;
- c) the booth is not occupied in time, i.e. on the day of the official opening (late booth construction);
- d) the Exhibitor is in default of payment in whole or in part in accordance with § 6, 6.1 of these General Terms and Conditions; the Organiser has set him a period of grace of at least seven days and this period of grace has elapsed without result (default in payment);
- e) the Exhibitor breaches an obligation arising from this contract to show consideration for the rights, legal assets and interests of the Organiser and the Organiser can therefore no longer be expected to adhere to the contract (significant breach of duty). As far as possible, the Organiser shall give the Exhibitor the opportunity to remedy the situation before terminating the contract;
- f) the Exhibitor, contrary to his assurance, does not hold the licencing rights in accordance with § 5, 5.4;
- g) the Exhibitor repeatedly violates the provisions of paragraphs § 4, 4.1, 4.3, 4.4, 4.5, 4.6, 4.7, despite having been advised of such violation by the Organiser.

## § 9 No-show, cancellation costs, cancellation

### 9.1 No-show

If the Exhibitor declares that he does not wish to adhere to the contract on the rental of booth space (e.g. by notice of termination or withdrawal) or cancels his participation in the event or - without cancelling - does not participate in the event (no-show), this declaration or this behaviour on the part of the Exhibitor - irrespective of whether he is entitled to do so - is to be understood as a definitive renunciation of the use of the exhibition space and participation in the event. In this case, the Organiser is entitled to use the exhibition space for other purposes, in particular to rent it to third parties. If there is no right of termination or withdrawal in favour of the Exhibitor according to § 8, his obligation to pay the rent in full according to § 6, 6.1 remains unaffected. However, the Organiser must take into account the value of the expenses saved and the advantages gained by subletting the exhibition space to third parties.

### 9.2 Cancellation by the Exhibitor

The Exhibitor is granted the right to cancel the contract for the rental of booth space and additional services. The legal rights of the Exhibitor remain unaffected by this. Cancellation shall not affect the Exhibitor's obligation to pay the agreed rent. However, this shall be reduced as follows, depending on the time remaining until the start of the event:

- to 50% of the rent in accordance with § 6, 6.1 of the General Terms and Conditions in the event of cancellation up to six (6) weeks before the event;
- to 90% of the rent according to § 6, 6.1 of the General Terms and Conditions for cancellations up to four (4) weeks before the event.

- The regulation shall apply mutatis mutandis to the partial cancellation.

Cancellation must be made in writing to the Organiser. For the calculation of the deadlines, the date of receipt of the written notification by the Organiser shall be decisive.

## § 10 Liability of the Organiser

The following provisions apply to the Organiser's pre-contrac-tual, contractual and non-contractual liability:

### 10.1 Disclaimer

The Organiser shall not be liable for the absence of success intended by the Exhibitor with the presentation at the event, such as a certain turnover or visitor traffic.

The Organiser shall not be liable for any damage and/or loss of income due to reasonable changes to the exhibition areas or in the event of cancellation or cancellation of the event due to force majeure.

### 10.2 Unlimited liability

The Organiser shall be liable for intent and gross negligence. The Organiser shall be liable for slight negligence in the event of damage resulting from injury to the life, body or health of persons.

### 10.3 Limitation of liability

In the event of slight negligence, the Organiser shall otherwise only be liable in the event of a breach of an essential contractual obligation, the fulfilment of which is a prerequisite for the proper execution of the contract and on the observance of which the contractual partner may regularly rely (cardinal obligation). In this case, the liability is limited to the amount of the foreseeable damage typical for the contract. This limitation of liability shall also apply in favour of the Organiser's vicarious agents.

In all other respects, the liability of the Organiser shall be governed by the statutory provisions.

## § 11 Liability of the Exhibitor

The Exhibitor shall be liable without limitation for any damage caused by him, his employees and agents to the hall and its equipment, as well as to the walls and carpets provided, e.g. by nails, glue or paint, etc.

In all other respects, the liability of the Exhibitor shall be governed by the statutory regulations.

## § 12 Final provisions

### 12.1 Amendments, supplements

All amendments or additions to these General Terms and Conditions must be made in writing to be effective. The Organiser may amend these General Terms and Conditions with effect for the future. The Organiser shall notify the Exhibitor of the amendment and give the Exhibitor the opportunity to object to the amendments within a reasonable period of time after receipt and to terminate the contract.

### 12.2 Place of jurisdiction/applicable law

All contracts between the Exhibitor and the Organiser shall be governed exclusively by German law, to the exclusion of the provisions of the United Nations Convention on Contracts for the International Sale of Goods (so-called "UN Sales Convention"). Insofar as the Exhibitor is a merchant, a legal entity under public law or a special fund under public law or has no general place of jurisdiction in Germany, Berlin shall be the exclusive local place of jurisdiction for actions against the Organiser.

### 12.3 Severability clause

Should individual provisions of these General Terms and Conditions be ineffective or lose their effectiveness due to a circumstance occurring at a later date, the effectiveness of the remaining provisions shall remain unaffected.

### 12.4 Contract language

The contractual language is German. The Organiser shall also make these General Terms and Conditions available in other languages. For the interpretation of these General Terms and Conditions and in the event of contradictions between the language versions, the German version alone shall be authoritative.

Last updated 1.12.2022