

## **General Exhibition Terms and Conditions**

### **Application**

Exhibition space is applied for by using the registration form. The exhibition terms and conditions apply to the Magnolia Projektentwicklungs GmbH or another organizer, respectively, on the one hand and the exhibitor on the other hand.

### **Acknowledgement**

When registering, the exhibitor acknowledges the „General Exhibition Terms and Conditions“ and the „Participation conditions“ as mandatory for himself and for all of his employees at the exhibition. Modifications, for instance cancellations or additions, are void and are not legally valid even if the organizers accept the registration. All statutory provisions, rules of employment and trades law, in particular those concerning environment protection, fire protection, accident prevention, trade name and pricing are to be complied with.

### **Approval**

The organizers decide on the approval of the exhibitors and the single objects of exhibition. The organizers are entitled to limit the exhibition space applied for as well as to change the space applied for for conceptual reasons.

The organizers are entitled to exclude single exhibitors and contractors from participation for objectively justified reasons, in particular if the available space is not sufficient.

If required for the attainment of the aim of the event, the organizers are entitled to limit the event to certain groups of exhibitors and contractors.

Competitive exclusion must be neither requested nor offered.

Once the confirmation of approval has been received a disclaimer is feasible if the conditions for its granting are not given or are not given any longer.

The organizers are entitled to cancel the contract with immediate effect if, despite two reminders, there is a delay of payment. In this case, a charge of 25% of the space rate is applicable in order to compensate already undertaken expenses, if the stall can be rented to another exhibitor. If this is not the case, the exhibitor will be charged the total space rate despite the cancellation of the contract with immediate effect.

It is not permitted to exhibit products which have not been registered or approved or which have already been used.

### **Amendments – Force Majeure**

Unexpected events, which render impossible the organizing of the exhibition to schedule and are not justifiable by the organizer, entitle the organizer to

a) cancel the exhibition before its opening.

If the exhibition is cancelled more than 6 weeks, at the most though 3 months before the scheduled opening, 25% of the space rate is requested as expense loading.

If the exhibition is cancelled 6 weeks before the opening, the requested expense loading amounts to 50%. In addition, costs which have been created at the instigation of the exhibitor have to be paid.

If the exhibition has to be closed due to force majeure or by official order, the space rate as well as all costs to be covered by the exhibitor have to be paid in full.

b) postpone the exhibition.

Exhibitors who can prove that the postponement causes a scheduling conflict with another exhibition they have already registered for, can claim to be discharged from the contract.

c) to abbreviate the exhibition.

The exhibitors cannot claim to be discharged from the contract. A reduction of the space rate is not applicable.

In all cases the organizer should announce such serious decisions as soon as possible. In any case, indemnification claims are excluded for both parties.

### **Rescission of the contract**

If the organizers after mandatory application or after approval by way of exception allow for rescission, 25% of the rent are to be paid as indemnity.

The request for rescission can only be done in writing. The request is legally effective only if also the organizers agree in written form.

The organizers' decision on the rescission may depend on whether the rented space can be rented out again. Re-letting corresponds to a cancellation of the contract, but the prior exhibitor might be liable to pay the difference between the actual and the obtained rent – i.e. in addition to the amounts which result from paragraph 1.

If the space cannot be rented out again, the organizers are entitled to allocate it to another exhibitor or to use the space in a different way in order to ensure a favourable general appearance. In this case the exhibitor is not entitled to any reduction of the space rate. The exhibitor will be charged any costs arising from decorations or other compensations of the empty stall.

### **Co-exhibitors, subletting**

Conveyance of the stand to a third party, sale by a third party

The exhibitor is not allowed to sublet, to change or to accept contracts for other companies.

If unapproved subletting or transfer of the space occurs, the exhibitor will be charged an additional 50% of the space rate, i.e. provided that the organizers do not demand clearing of the space used by the subtenant.

### **Liability**

Claims by the exhibitor towards the Magnolia Projektentwicklungs GmbH or the organizer, respectively, irrespective of legal basis, are expressly excluded unless the claim incurred is based on gross negligence or deliberate acting of the legal representatives of the Magnolia Projektentwicklungs GmbH, its employees or its performing agents. The same applies to direct claims towards the group of people mentioned.

The Magnolia Projektentwicklungs GmbH or the organizer, respectively, given the conditions according to the previous paragraph are liable only for damages which are due to lacks in the condition of the spaces rented out and other objects possibly rented out.

The exhibitor is liable for damages caused by the use of the rented exhibition space regardless of blame and indemnifies the Magnolia Projektentwicklungs GmbH or the organizer, respectively, in the event of damage towards claims of a third party.

The exhibitor is obligated to assure himself against the usual insurable dangers such as fire, theft, damages caused by water and weather conditions, damages, third party damages etc., including the

risk of transport of the exhibited products, by way of general liability insurance, property insurance and insurance of persons.

### **Stand**

During the appointed opening hours the stand has to be equipped in proper form and staffed with competent personnel during the entire duration of the exhibition. It is not permitted to remove exhibited products or to dismantle the stands before the end of the event. The name and the company, respectively, as well as the exhibitor's address and domicile, respectively, has to be made clearly visible by labelling the stand.

The exhibitor agrees that the contact and product information which have been communicated to the organizers may be saved and made public in EDP systems and on the internet. Hired material which was ordered and reserved but not used will be charged.

Damaged and/or unreturned hired goods will be charged.

Complaints can only be recognised if they are communicated immediately and in written form. Obvious defects have to be communicated when the stand or the material is handed over.

The adherence of the times for dismantling is expressly referred to. The rental agreement finishes with the end of the exhibition. The Magnolia Projektentwicklungs GmbH is not liable for any objects at the stand after the end of the exhibition.

The dismantling of the stands may only be commenced after the end of the exhibition on the last day of the event. In case of breach the Magnolia Projektentwicklungs GmbH is entitled to charge a contract penalty of € 1000.-.

The stand has to be cleared at the latest by the time-limit for the dismantling announced by the organizers. The exhibition space has to be restored by the exhibitor in the same state as it was taken over. If the clearance has not been completed by the announced time-limit, the Magnolia Projektentwicklungs GmbH is entitled to clear the space and charge the exhibitor for the clearance and the storage of objects left behind.

The Magnolia Projektentwicklungs GmbH's landlord's right of distress is expressly referred to. The Magnolia Projektentwicklungs GmbH is not liable for any objects left behind.

All amendments and additional agreements are only valid in written form and if accepted by both signatories. A coherent deviation of the provision on the reservation regarding the form is inadmissible.

Austrian law applies to this contract and all resultant agreements, claims and commitments. The place of jurisdiction is Baden.