

General Terms and Conditions for Trade Fairs of the DTHG Service GmbH (status as of 10/2024)

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1. Organiser

Organiser is the

DTHG Service GmbH
Am Hof 28
50667 Cologne / Germany
Phone: 0221 67058464
Mail: info@showtech.me
www.showtech.me

From this point onwards, the acronym "DTHG" shall be used.

2. Registration

2.1 Stand registration

Registration for a trade fair or exhibition (event) can be made by accepting the offer, which will be sent to you electronically by the DTHG after interest expressed. It is important to read the offer carefully and ensure that it is signed legally binding. Registration is an irrevocable contractual offer made to the DTHG to which the exhibitor is contractually bound until the beginning of the event.

2.2 Contents of contract

Integral components of the contract are:

- a) the offer,
- b) the technical guidelines of the Arena Berlin Betriebs GmbH
- c) the regulations and information provided in the online exhibitor area,
- d) the conditions of participation,
- e) the General Terms and Conditions

In a case of discordance, the rules apply in the order stated above.

2.3 Integration of the terms of the contract

By signing the offer, the exhibitor accepts the terms and conditions and the conditions of participation as well as the the regulations and information provided in the online exhibitor area as binding. The exhibitor is responsible for ensuring that all persons employed by the exhibitor during the event honour the contract in its entirety.

3. Co-exhibitors

If several exhibitors wish to rent a joint stand, they must name an authorised representative upon registration. The DTHG Service GmbH will only deal with this person. Co-exhibitor pricing can be found in the conditions of participation. The authorised representative is liable for the fault of his principals and his own fault. The co-exhibitors are liable to DTHG as joint and several debtor.

4. Contract formation

4.1 Order confirmation

DTHG determines the acceptance of the offer by way of an order confirmation in written form (accreditation of the exhibitor and the registered exhibited articles).

4.2 Limitation of exhibitors and exhibited articles

DTHG can, based on factually justified reasons, particularly if the available floor space is insufficient, exclude certain exhibitors from participation and limit the event to specific groups of exhibitors if this is necessary for the achievement of the event's purpose. The same applies to exhibited articles.

5. Stand assignment

5.1 Principle

DTHG assigns stands with regard to the topic and the structure of the corresponding event as well as to the available premises. Desired locations are considered if possible.

5.2 Changes in neighbouring stands

The exhibitor must accept that the location of individual stands at the beginning of the event may differ from the location indicated at the moment of accreditation. Claims for compensation may not be brought by either party.

5.3 Switching and transferring stands to others

Switching stands with another exhibitor as well as a complete or partial transfer of the stand to others is not permitted without a special agreement with DTHG.

6. Exhibited articles

6.1 Removal, exchange

Exhibitors may only exhibit articles that have been agreed to. They may only be removed in agreement with DTHG. An exchange of articles is only possible, if there is a written agreement between the exhibitor and DTHG, one hour before the beginning and one hour after the daily opening hours.

6.2 Exclusion

DTHG can demand the removal of exhibited articles that were not included in the stand rental contract or which prove to be irritating or dangerous or which do not comply with the event's overall goal. If the exhibitor does not comply with this demand, DTHG will remove the items with judicial help at the exhibitor's expense.

6.3 Direct sales

Direct sales are not permitted unless explicitly approved. In the latter case, the exhibited articles must be equipped with clearly legible price tags. The exhibitor must acquire and comply with all trade and health regulations. Details can be found in the online exhibitor area.

6.4 Industrial property protection

The exhibitor needs to ensure the possession of copyrights and other industrial property rights for the exhibited articles. A 6-month protection, beginning at the start of the event for patterns (utility and design patents) and trademarks only becomes effective if the Federal Minister of Justice has issued an announcement in the Federal Law Gazette (German: Bundesgesetzblatt) for a specific exhibition.

7. Payment terms

7.1 Due date

Stand rent, in accordance with the order confirmation, must be paid by the dates indicated in the special conditions of participation. Payment must include the customer and invoice number and must be sent to one of DTHG's bank accounts listed in the invoice. The fees are due at the time of billing. The final invoice will be issued after the end of the event.

7.2 Assignment of debt, offsetting

The assignment of debt to DTHG is not possible. The offsetting of debt is only admissible with indisputable or legally recognized counterclaims.

7.3 Objections

Objections to invoices can only be considered if they are made to DTHG in written form within 14 days of billing.

7.4 Lessor's lien

In order to secure its claims, DTHG reserves the right to execute its lessor's lien and to sell the pledged property in the open market after issuing a written announcement. DTHG is only liable for damage to the pledged property in the case of premeditation or wanton negligence.

8. Liability, insurance

8.1 DTHG is fully liable for damage caused by premeditated or grossly negligent behaviour of DTHG itself, its legal representatives or executive staff.

8.2. DTHG is liable on the merits for damage caused by grossly negligent behaviour of vicarious agents. Liability is limited in size to the type of damage that must be expected to occur in connection with contracts of this kind.

8.3 DTHG is liable on the merits in any case of a violation of fundamental contractual obligations. Fundamental obligations are those whose observance is essential to the achievement of the purpose of the contract (cardinal duties).

In case of a violation of cardinal duties – except in a case described in 8.1 – the liability is limited in size to the type of damage that must be expected to occur in connection with contracts of this kind.

8.4 The limitation of liability according to section 1–3 do not apply in a case of liability for the lack of guaranteed features, liability in accordance with the product liability act nor in a case of liability for injury to life, body or health.

8.5 DTHG's no-fault liability for initial deficiencies of the rented item (liability under a guarantee) is excluded.

8.6 The exhibitor is liable according to legal regulations. Taking out an exhibitor's insurance is recommended. Details can be found in the exhibitor service documentation.

9. Cancellation, non-attendance of the exhibitor, resignation of DTHG

9.1 Cancellation, non-attendance of the exhibitor

Stand rent is to be paid in full, even if the exhibitor cancels their participation or does not participate in the event without informing DTHG. Should the exhibitor cancel their participation and it becomes possible to rent the stand to somebody else, DTHG can claim cost sharing of 25% of the invoiced stand rent from the original tenant. The full payment becomes due if DTHG rents out the designated floor space but the total overall floor space is reduced because of the cancellation/non-attendance. The proof that DTHG has not had to handle these costs or has not had to handle them in the full amount shall remain reserved to the exhibitor. The enforcement of further claims remain reserved.

9.2 Resignation of DTHG

DTHG has the right to resign if

- a) the full rent payment has not been made by the due date determined in the invoice and if the exhibitor fails to pay after an additional grace period;
- b) the stand has not been discernibly claimed in due time, i.e. no later than 24 hours before the official opening;
- c) the exhibitor violates householder's rights and fails to change their behaviour even after a disciplinary warning;
- d) the prerequisites for granting accreditation in the person of the registered exhibitor no longer exist or if DTHG later gains knowledge of circumstances that would have prevented an accreditation, had DTHG gained this knowledge before. This especially applies in case an exhibitor begins bankruptcy or arrangement proceedings and if the exhibitor becomes insolvent. The exhibitor must inform DTHG immediately should such circumstances occur. DTHG may argue claims for compensation in the above-mentioned cases. Item 8.1 applies mutatis mutandis.

10. Force majeure

10.1 Cancellation of the event

Should DTHG, due to a circumstance which neither DTHG nor the exhibitor is responsible for, be unable to host the event, the claim for stand rent will not apply. DTHG can invoice the exhibitor for the costs of work commissioned to DTHG if the exhibitor does not prove that the result of this work is of no interest to them.

10.2 Postponement of the event

Should DTHG be able to host the event at a later date, it has to immediately inform exhibitors of this possibility. Exhibitors have the right to cancel their participation on the new date within a week of receiving this information. In this case, the claim for stand rent will not apply.

10.3 Commenced event

Should DTHG be forced to shorten or cancel a commenced event due to force majeure, the exhibitor has no right to claim a refund or reduction of stand rent.

11. Work and exhibitor passes

11.1 Work passes

The exhibitors receive free work passes for themselves and all supporting staff involved in setup and disassembly. These are only valid for the times of setup and disassembly and do not qualify as entrance passes to the exhibition area during the event.

11.2 Exhibitor passes

The exhibitors receive a limited number of exhibitor passes for themselves and their hired staff for the duration of the exhibition or trade fair, which guarantee free admission. Details can be found in the conditions of participation.

11.3 Joint regulations

The passes have names printed on them or must be filled out by the holder completely and correctly. They are intransferable and are only valid in combination with an official identity card. The pass will be revoked without replacement in case of misuse.

12. Image and sound recording

DTHG has the right to commission photographs, illustrations as well as film and video recordings of the exhibition, the exhibition constructions and stands as well as the exhibited items and to use these recordings for marketing or press publications without the exhibitor being able to object for any reason. This also includes recordings made by press or television upon approval by DTHG.

13. Advertising

13.1 Scope

Advertising of any kind is only permissible within the stand rented by the exhibitor and may only be used to promote the exhibitor's own company and exhibited items produced or sold by the exhibitor. Further details are regulated under point 13 of the conditions of participation.

14. Official permits, legal requirements, technical guidelines

Official permits are to be acquired by the exhibitor. It is the exhibitor's responsibility to follow GEMA regulations, regulations mandated by trade, health and police law as well as other legal regulations, especially the German "Act on Technical Equipment" (also known as the Equipment Safety Law, German *Gesetz über technische Arbeitsmittel / Gerätesicherheitsgesetz*). The exhibitor must also follow the "Technical Guidelines" included in the exhibitor service documentation, which include specific regulations regarding stand setup and design as well as extensive security protocols.

15. Regulatory actions

15.1 Householder's rights

The exhibitor is, for the duration of the event and anywhere on the premises, liable to Arena Berlin's householder's rights. Directives given by employees of Station Berlin who prove their identity with a company ID are to be followed at all times.

15.2 Parking

Exhibitors may state their desired parking locations and these wishes will be considered if possible. Exhibitors are not entitled to a designated parking space.

15.3 Access to the event location

Vehicles without a permit will not be allowed to enter the inner premises during the event. Delivery of supplies and other items is regulated in the conditions of participation.

15.4. Leaving the event location

Unless otherwise agreed in writing, exhibitors and supporting staff / accompanying persons must leave the exhibition halls and clear the premises of all vehicles within an hour after the event's daily closing time for visitors.

15.5 Miscellaneous

Animals are not permitted on the exhibition premises. Water used to handle foods and to clean commodities that touch food items may only be taken from hygienic water taps. Using water from the bathrooms is not permitted.

16. General regulations, dates

16.1 Dates

The times for setup and disassembly are defined in the conditions of participation.

16.2 Setup, exhibitor service

The online exhibitor area contains contact information for possible service providers in the following areas: planning, setup, arrangement of system stands and individual stands.

16.3 Disassembly

The stands may only be cleared after the event has ended (see conditions of participation). The time slot for disassembly (deadline) must be observed. After the time for disassembly has passed, DTHG has the right to disassemble, clear and store exhibition items at the exhibitor's expense or to hire a service provider to do this. DTHG is only liable for loss of or damage to the exhibition items in cases of malice or wanton negligence. DTHG has a right of lien for the costs caused by these actions (item 7.4).

17. Stand design

17.1 Approval note

Assuming that the exhibitor follows the technical guidelines while designing and running the stand, it is not necessary for exhibitors to submit sketches for approval if they have a single-level stand constructions without roofing inside the event hall. All other stand constructions, mobile stands, special structures and constructions need approval. Development plans (layout and elevation) must be submitted to DTHG for approval. Details can be found in the online exhibitor area.

17.2 Appearance

The exhibition stand must be adjusted to the exhibition's overall plan. DTHG reserves the right to prohibited the setup of stands that have an unsuitable or insufficiently decorated appearance.

17.3 Equipment during opening hours

For the duration of the trade fair or exhibition, the stand must be properly equipped and staffed with competent personnel during the opening hours.

17.4 Contractual penalty

Should the exhibitor violate the regulations mentioned above (items 17.2, 3) and not correct this behaviour after a warning has been issued, DTHG has the right to claim a contractual penalty of € 500 per day.

18. The online exhibitor area

The online exhibitor area includes all relevant information and necessary forms regarding technical guidelines, the technical standard for equipment, installations, stand construction and design, stand equipment as well as other trade fair services provided by DTHG, public relations activities, room reservations and other services and forms.

19. General hall inspection, surveillance, cleaning

- a) DTHG conducts regular inspections of the halls, especially for reasons pertaining to fire safety (e.g. accessibility of emergency exits). This does not entail surveillance of individual stands. The exhibitor alone is in charge of and responsible for the surveillance of individual stands. DTHG points out that the halls may be accessible outside of the event's opening hours because of other events (e.g. exhibitor nights) or because of cleaning services. At night time, all movable objects must be locked away. The exhibitor can engage security guards for stand surveillance through DTHG. The assignment of such security services requires written approval from DTHG. DTHG recommends all exhibitors take out appropriate insurance.
- b) DTHG is responsible for the general cleaning of the premises and the walkways. Cleaning the stand is the exhibitor's responsibility depending on the price model selected. It must be finished before the daily opening time.
- c) Unless the exhibitor's own personnel conducts these tasks, the exhibitor must engage the contractor hired by DTHG for cleaning and security services.
- d) The exhibitor or stand constructors hired by the exhibitor is responsible for the disposal of waste materials which they have caused.

20. Technical installations

The provision of power, water, wireless or wired Internet access, and other services within the halls is the responsibility of contractors approved by DTHG. Further details can be found in the conditions of participation.

21. Photography

Exhibitors should only engage photographers or film and video production companies who were hired by DTHG and who hold relevant identification to take photos and record videos during the event's opening hours. Before and after the daily opening hours, only these companies can be engaged. Other photographers or production companies will not be allowed to access the premises. More information can be obtained from DTHG.

22. Food and drinks

Food and drinks must be provided by the service provider hired by DTHG.

23. Data privacy

We collect, use and process your personal data for the justification, implementation and processing of your contractual relationship and for market research purposes. We may share parts of your data with partner companies for the purpose of fulfilling our contractual duties. These entities process your personal data on our behalf. If you have given your permission, we also share your data with our allied company and official partners also for the purpose of them offering you additional services of their own or similar services and we share your data with DTHG's official agencies and partner companies abroad.

Your data is used in accordance with the law and only for the defined purposes.

You may revoke your declaration of consent that you have previously provided to the DTHG at any time.

24. Closing provisions

24.1 Written form

Deviations from the content of this contract (item 2.2) as well as additional agreements are only legally binding if DTHG has confirmed them in written form.

24.2 German law

Mutual rights and obligations of this contractual relationship and those based on this contract are subject to the law of the German Federal Republic.

24.3 Place of fulfilment and place of jurisdiction

The place of fulfilment is Cologne, Germany. If the defendant is a merchant or a corporate body under public law or if the defendant has no legal domicile in Germany, the place of jurisdiction, as selected by the plaintiff, is Berlin-Charlottenburg, Germany or the defendants general place of jurisdiction.

24.4 Statute of limitations

Claims made by the exhibitor against DTHG become statute-barred after 6 months unless barred by compelling legal regulations.

24.5 Severability clause

Should individual terms of these general terms and conditions be void, the validity of the remaining regulations remains unaffected by this. The void term must be adapted so that the intended purpose is served.