

# **General Terms and Conditions**

for Exhibitors of SHOWTECH (Status: 09/2025)

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## 1. Organizer

The organizer is: **DTHG Service GmbH** Am Hof 28 50667 Cologne, Germany

Phone: +49 221 / 67058464 E-Mail: info@showtech.dthg.de Website: https://en.showtech.me

Hereinafter referred to as "DTHG".

# 2. Registration

# 2.1 Stand Registration

Registration for SHOWTECH takes place by accepting the offer electronically sent to you by DTHG after expressing interest. The offer must be carefully read and signed as legally binding. Registration constitutes an irrevocable contractual offer to DTHG, to which the exhibitor is bound until the start of the event.

### 2.2 Contract Content

The essential components of the contract are:

- a) the offer,
- b) the regulations and information provided in the online exhibitor area,
- c) the Technical Guidelines of Arena Berlin Betriebs GmbH,
- d) the Terms of Participation,
- e) the General Terms and Conditions.

In the event of discrepancies, the above order of precedence applies.

# 2.3 Incorporation of Contract Terms

By signing the offer, the exhibitor acknowledges the terms and conditions as well as the regulations in the online exhibitor area as binding. The exhibitor is responsible for ensuring that all personnel employed at the event comply with the contract in full.

### 3. Co-Exhibitors

If multiple exhibitors wish to rent a stand jointly, they must designate one authorized representative in the registration form, with whom DTHG alone will negotiate. Prices for co-exhibitors are stated in the participation conditions. All costs incurred in connection with the trade fair appearance will be invoiced to the main exhibitor.

The authorized representative is liable for the faults of the other co-exhibitors as if they were their own. All participating exhibitors are jointly and severally liable to DTHG.

### 4. Conclusion of Contract

### 4.1 Contract Conclusion

The contract between the exhibitor and DTHG is concluded when the exhibitor signs the offer. No separate order confirmation will be issued.

## 4.2 Restriction of Exhibitors and Exhibits

DTHG may, for objectively justified reasons, exclude individual exhibitors or exhibits from participation or restrict the event to certain exhibitor groups, insofar as this is necessary to achieve the purpose of the event.



### 5. Stand Allocation

### 5.1 Principle

DTHG allocates stands taking available space into account to ensure an optimal layout and coherent exhibition appearance. Exhibitors' stand preferences will be considered whenever possible.

# 5.2 Changes to Adjacent Stands

The exhibitor must accept that the positions of other stands may change by the start of the event compared to the allocation time. Claims for compensation are excluded for both parties.

## 5.3 Exchange or Assignment to Third Parties

Exchanging the allocated stand with another exhibitor or partially or fully assigning the stand to third parties is not permitted without a corresponding agreement with DTHG.

# 6. Payment Terms

#### 6.1 Due Dates

Invoices are issued after DTHG approval. Upon invoicing, a 20% deposit of the total amount is due within 14 days. The remaining 80% must be paid no later than January 31, 2027. A second invoice will be issued. For registrations after January 31, 2027, both installments must be paid immediately upon receipt of the invoice.

Payment is a prerequisite for entitlement to the allocated stand space. In case of late payment, DTHG reserves the right to reassign the stand. Payments are only accepted via bank transfer to the account stated on the invoice.

Additional services booked will be invoiced to the main exhibitor after the event.

## 6.2 Complaints

Complaints regarding invoices will only be considered if submitted in writing to DTHG within 14 days of the invoice date.

# 7. Liability, Insurance

- 7.1 DTHG is fully liable in cases of intent or gross negligence by its legal representatives or executive employees.
- 7.2 For simple vicarious agents, DTHG is liable only in cases of gross negligence and only for typically foreseeable damages.
- 7.3 For breaches of essential contractual obligations (cardinal obligations), DTHG is also liable only for typically foreseeable damages, unless intent or gross negligence is involved.
- 7.4 Liability limitations do not apply to guaranteed characteristics, under the Product Liability Act, or for injury to life, body, or health.
- 7.5 Liability for initial defects of the rented property is excluded regardless of fault.
- 7.6 The exhibitor is liable under statutory provisions. It is expressly recommended to take out exhibitor insurance.

### 8. Cancellation, Non-Participation by Exhibitor, Withdrawal by DTHG

## 8.1 Cancellation / Non-Participation by Exhibitor

Stand rent remains fully payable if the exhibitor cancels or fails to appear without notice. If the exhibitor cancels and DTHG can re-rent the stand, the cost liability is reduced to 25% of the invoiced stand rent.

If the stand is re-rented but total rented space is reduced due to the exhibitor's cancellation, full rent remains due. The exhibitor may prove that DTHG did not incur costs or did not incur them in that amount. Further claims by DTHG remain unaffected.



# 8.2 Withdrawal by DTHG

DTHG is entitled to withdraw if:

- a) full payment is not received by the due date and the exhibitor does not pay after a set grace period;
- b) the stand is not visibly occupied at least 24 hours before the official opening;
- c) the exhibitor violates the house rules and fails to correct behavior after a warning;
- d) conditions for approval no longer exist for the registered exhibitor, or DTHG becomes aware of reasons that would have justified non-approval.

This includes insolvency or commencement of bankruptcy proceedings. The exhibitor must immediately inform DTHG. DTHG may assert claims for compensation in such cases. Clause 8.1 applies accordingly.

## 9. Force Majeure

# 9.1 Event Cancellation

If DTHG cannot hold the event due to circumstances beyond the control of either party, stand rent is not due. DTHG may charge for work commissioned by the exhibitor if the exhibitor cannot prove that the work is of no interest.

### 9.2 Rescheduling

If the event can be held later, exhibitors will be notified immediately. Exhibitors may cancel participation within one week, in which case stand rent is not due.

# 9.3 Ongoing Event

If the event must be shortened or canceled due to force majeure, the exhibitor has no claim for refund or reduction of stand rent.

### 10. Work and Exhibitor Passes

### 10.1 Wristbands for Setup and Dismantling

Exhibitors receive wristbands free of charge for themselves and their setup/dismantling personnel. These are valid only during setup/dismantling and do not grant access during the event.

## 10.2 Exhibitor Passes

During the event, exhibitors and their personnel receive the necessary number of passes granting free entry. Details are in the participation conditions.

# 11. Photo and Video Recordings

DTHG is entitled to take photographs and videos of the exhibition, stands, and exhibits for promotional or press purposes. Exhibitors cannot object. This also applies to press or TV recordings made with DTHG consent.

### 12. Advertising

Advertising is only allowed within the rented stand for the exhibitor's own company and products. Details are in Section 12 of the participation conditions.

# 13. Official Permits, Legal Requirements, Technical Guidelines

Exhibitors must obtain all official permits and ensure compliance with GEMA regulations, trade, police, health, and other legal requirements, including the "Law on Technical Work Equipment" (Equipment Safety Act). Technical guidelines for stand construction and safety must also be observed.

### 14. Rules and Regulations

# 14.1 House Rules

Exhibitors are subject to the house rules of Arena Berlin. Instructions from authorized personnel must be followed.



### 14.2 Parking

Exhibitor parking requests will be considered if possible; no entitlement exists.

### 14.3 Access to Exhibition Grounds

Vehicles without permission may not enter the grounds during the event.

### 14.4 Miscellaneous

Animals are generally not permitted. Water for food handling and cleaning must come from hygienic taps. Water from toilets is prohibited.

# 15. General Regulations, Dates

#### 15.1 Dates

Setup and dismantling times are defined in the participation conditions.

# 15.2 Dismantling

Stands may only be dismantled after the event closes. Dismantling deadlines must be observed. DTHG may carry out dismantling and storage at the exhibitor's cost. Liability for loss or damage applies only in cases of intent or gross negligence.

# 16. Stand Design

## 16.1 Approval and Appearance

Stands over 2.5 m require approval. Floor plans and elevations must be submitted via the online exhibitor area. Rear walls over 2.5 m facing neighboring stands must be neutral. DTHG may prohibit inappropriate or insufficiently designed stands.

# 16.2 Staffing During Opening Hours

Stands must be properly equipped and staffed during opening hours.

### 16.3 Contractual Penalty

Violations of Sections 16.1 and 16.2 may incur a penalty of €500 plus statutory VAT per day after an unsuccessful warning.

### 17. Online Exhibitor Area

The online area contains information on technical guidelines, stand construction, design, equipment, PR, hotels, and other DTHG services.

### 18. General Hall Inspection, Security, Cleaning

DTHG regularly inspects halls for fire safety and access. Individual stand security is the exhibitor's responsibility. Exhibitors may hire security with DTHG approval. DTHG provides general cleaning; stand cleaning is the exhibitor's responsibility. Waste disposal is the responsibility of the exhibitor or appointed stand builder.

#### 19. Technical Installations

Electricity, water, internet, and other services are provided by DTHG-approved companies.

### 20. Catering

Catering may be provided by third parties subject to DTHG approval and location regulations.

# 21. Data Protection

DTHG processes personal data for event management. Details are in the privacy policy: https://en.showtech.me/datenschutzerklaerung/

### 22. Final Provisions

### 22.1 Written Form

Deviations or side agreements are binding only if confirmed in writing by DTHG.



# 22.2 German Law

All rights and obligations are governed by German law.

# 22.3 Place of Performance and Jurisdiction

Place of performance is Cologne. If the defendant is a merchant, public entity, or has no general jurisdiction in Germany, the plaintiff may choose Berlin-Charlottenburg or the defendant's general jurisdiction.

### 22.4 Limitation

Claims against DTHG expire after 6 months unless mandatory legal provisions dictate otherwise.

# 22.5 Severability

If any provision is invalid, the remainder remains valid. The invalid provision shall be amended to achieve the intended purpose.