

Terms of Participation

Last updated: **June 2020**



iba 2021

The world's leading trade fair for the baking and confectionery industry

24. – 28. October 2021
Fairground Munich

1. General information about the event

Event:	iba 2021
Venue:	Fairground Munich
Event duration:	Sunday – Thursday, 24. – 28. October 2021
Opening times:	Sunday – Wednesday, 09:30 a.m. – 06:00 p.m. Thursday 09:30 a.m. – 05:00 p.m.
Setting up:	Tuesday, 19. October 2021 from 08:00 a.m. to Saturday, 23. October 2021, 06:00 p.m., non-stop
Dismantling:	Thursday 28. October 2021 from 05:00 p.m. to Monday, 01. November 2021, 06:00 p.m., non-stop

The setting-up and dismantling times must be strictly adhered to. Information on setting up and dismantling will be made available in good time.

GHM reserves the right to issue set-up and dismantling tickets.

2. Registration and formation of contract

The application form must be completed in full and duly signed and stamped before being sent to GHM in order for registration to be deemed valid. Registrations from within the EU must bear the appropriate VAT registration number. Submission of the application form shall be legally binding for the exhibitor. Any amendments, additions and deletions made to the application form or to the Terms of Participation will be deemed invalid. A contract will be formed on acceptance of the registration by GHM.

GHM will generally confirm receipt of the registration; such confirmation shall not be deemed to constitute acceptance of the registration, however. The exhibitor's request for registration shall be reviewed by GHM during a period of review that may take several months. If acceptance by GHM is not turned down by the exhibitor within a reasonable period, the contract shall be deemed to have been formed.

The technical guidelines, the venue's house rules and future circulars, whether in digital or printed form, are an integral part of the Terms of Participation. We reserve the right to change the terms subsequently and to declare the changed terms as the binding terms for the event.

GHM reserves the right to make changes or amendments in relation to technical handling and security.

3. Acceptance

Unless the exhibitor, as an exception, has a legal right to claim acceptance to the trade fair as a participant, GHM, in its absolute discretion, reserves the right to deny acceptance to the trade fair as it sees fit. As a condition for acceptance to the trade fair as a participant, the exhibitor must, in any case, appropriately provide information on its product range and must confirm that the exhibition items correspond to the product range. Another condition for acceptance to the trade fair is that the exhibitor is the manufacturer of the goods. Other types of distribution shall only be permitted to the extent the exhibitor has been granted authority to exhibit the manufacturer's products by the manufacturer. This is to ensure a balanced and diverse product offering at the trade fair. Exhibition of items in breach of the provisions of intellectual property law in Germany (counterfeit goods) shall be prohibited.

GHM may revoke acceptance if it was granted as a result of incorrect information or if the prerequisites for acceptance have become void.

GHM is entitled to withdraw from the contract if good cause exists. Good cause exists in particular when an application for insolvency proceedings to be initiated is filed, when such an application is rejected due to insufficient assets or when insolvency proceedings are actually opened. GHM must be notified of this immediately.

GHM is entitled to make acceptance dependent on the timely payment of a registration deposit.

Exhibitors may not sub-let or cede any stand registered in their name to a third party.

4. Stand position and occupation, technical services

The position of the stand will be decided exclusively by GHM. In the interests of the trade fair, GHM is entitled to assign a different position or different size of stand to that listed in the allocation or acceptance and also to reposition or close entrances and exits to the fair site or to the halls or to make structural changes. The exhibitor hereby waives any claims to compensation that may arise or have arisen from the changes described above. However, any rent already paid must be reimbursed to the exhibitor on a pro rata basis. Any projecting elements, columns or joists are considered to be part of the area assigned.

The exhibitor is obliged to occupy the stand and to exhibit the registered products without restriction; other products may not be exhibited. The exhibitor guarantees that it has unrestricted power of disposal over the registered exhibition products and that they are new articles. Used articles are not permitted.

With respect to technical services (e.g. water, electricity, if applicable) which the exhibitor needs to order directly from the venue operator a separate contractual relationship shall be created between the service partner and the exhibitor. Otherwise, GHM shall issue an invoice for the services.

5. Terms of payment and due dates

The invoice for participation will be issued to the exhibitor when acceptance is given. The invoice will cover the aforementioned participation fee including the rent for the stand space, the basic number of exhibitor passes, advice and service from GHM, visitor promotion as well as press and public relations work for the event.

The invoice for participation fee is payable by 29. June 2021 at the latest. Should the invoice be issued after 29. June 2021, it will be payable within 14 days of the date on invoice, or if the period up to the commencement of the event is shorter, by the first day of setting up at the latest. If payment is not made in time, GHM will be entitled to withdraw from the contract immediately and to claim compensation, which will be determined by the applicable provisions of section 13. **Revocation and space reduction.**

GHM will issue an invoice to the exhibitor after the event containing a final calculation of charges for the services provided by GHM so far not billed. This invoice is payable within 14 days of the date of the invoice. In the event of a delay in payment interest on arrears will be charged in the legally specified amount.

Any fees, bank charges, taxes or levies, in particular VAT, must be paid by the exhibitor. Any amounts retained or deducted by third parties such as taxes and charges withheld at the exhibitor's place of origin will have no effect for GHM. **All payments must be made in EUROS.** Any complaints regarding invoices must be made within eight days of receipt of the invoice. Complaints at a later date cannot be considered.

6. Offset exclusion

The exhibitor is not entitled to offset claims for payment by GHM with counterclaims unless the counterclaims have been legally established or recognised by GHM.

7. Beneficiary, re-issuing of invoices

The following applies to exhibitors with their registered office in the European Union (excluding Germany): the exhibitor confirms as beneficiary of the services that all services rendered by GHM as service provider will be used for its own business and not for any third-party commercial or private purposes. This declaration will remain valid until revoked in writing. In the event that the exhibitor does not use the service for its own business purposes, GHM will not be liable for any damage or loss that may arise as a result, in particular for any VAT subsequently charged. The exhibitor must communicate its VAT registration number to GHM as confirmation and proof of its business use. Should the exhibitor fail to communicate its VAT registration number, GHM will assume that the service is assessable and liable for tax in Germany and will invoice VAT accordingly. The same applies to a VAT registration number for which the Federal Central Tax Office does not issue a notification of confirmation as well as in the event of the VAT registration number being declared invalid.

For VAT-related reasons GHM is unable to issue or re-issue invoices for services that GHM has rendered, or will render, to the exhibitor as contracting partner to a different invoice than the exhibitor. Should the exhibitor request a change to an invoice that has already been issued, e.g. in the event of a change to the company name, to the company's legal form or to its address, the exhibitor will have to pay an amount of € 100.00 plus VAT. This fee will not be payable in the event of GHM being responsible for incorrect details.

8. Exhibitor passes

Every exhibitor will receive free exhibitor passes for itself and its staff in accordance with the stand size; the passes will be valid for the duration of the event. For a stand size of

up to 20 m² 3 exhibitor passes
up to 100 m² 1 additional exhibitor pass for each additional area of 10 m² or part thereof
over 100 m² 1 additional exhibitor pass for each additional area of 20 m² or part thereof
Any further exhibitor passes will be charged for.

Exhibitor passes will be available after settlement of the invoice for participation. Their use is reserved solely for stand staff; it is forbidden to pass them on to third parties or to sell them. They will be blocked in the event of abuse.

9. Co-exhibitor/additional company represented

A co-exhibitor/additional company represented is any other business represented at the stand, regardless of whether with its own staff and/or merely with their own exhibition products or services. This includes affiliate companies, subsidiaries, sales branches or agencies.

The stand area is allocated as a single unit and to one exhibitor only (contracting partner). Co-exhibitors must be registered by the exhibitor (contracting partner) using a separate application form.



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The acceptance of the co-exhibitor/additional company represented does not result in an additional contract between it and GHM. Instead, it is the exhibitor's responsibility to ensure that its co-exhibitors/additional companies represented observe the provisions of the contract and the guidelines. The exhibitor bears the same liability for faults of its co-exhibitors/additional companies represented as it does for its own faults.

Acceptance of co-exhibitors/additional companies represented is subject to payment. The exhibitor must make such payment; it can be invoiced subsequently by GHM. The exhibitor will also be liable towards GHM for any services provided by GHM to co-exhibitors/additional companies represented. Should GHM invoice services directly to co-exhibitors/additional companies represented, this will not diminish the exhibitor's joint liability.

10. Stand design

Stand areas do not include stand construction or technical services. The exhibitor is responsible for the design and construction of the stand and any required compliance with legal provisions, the technical guidelines, circulars and terms of participation that may result therefrom.

For details on technical guidelines of the trade fair operators see website: <https://messe-muenchen.de/media/project/pdf/locations/services/technical-guidelines-messe-muenchen-gmbh.pdf>

11. General information about operating a stand

During official event opening hours, the stand must always be manned by competent members of staff, must be properly equipped and made accessible to visitors. A premature abandonment of the fair stand constitutes a serious breach of these Terms of Participation which will entitle GHM to refuse to accept the exhibitor for future events organised by GHM.

Exhibition materials that, owing to their appearance, smell, noise, vibrations or similar properties, pose a significant risk or disturbance for other exhibitors, visitors or exhibition products of other exhibitors must be removed immediately at GHM's request. This obligation on the part of the exhibitor also exists even when it indicated such properties in the application form and were previously accepted by GHM.

12. Special events

Any event held by the exhibitor on its stand going beyond a usual company presentation or demonstration requires the prior written consent of GHM. GHM is however entitled to place restrictions on or completely prohibit previously approved events if they threaten to disrupt the orderly operation of the fair or of other exhibitors. Audio and audio-visual presentations as well as any other sources of noise are only permitted at the stand provided that they comply with the German Ordinance on Occupational Safety concerning Noise and Vibration Protection in accordance with DIN 15905 Part 5 when measured at the stand boundary.

If noise levels exceed this, GHM is entitled to intervene and, where necessary, close the stand in line with section 15. **Revoking allocation, stand closure.** The individual company/exhibitor is responsible for submitting the relevant applications to GEMA and other copyright associations. It is agreed by both sides that the general purpose of the fair and the general interest of the exhibitors is to maximise the flow of customers (= visitors). The exhibitor accordingly agrees not to attract visitors to other locations away from the trade fair site during official opening hours. In the event of any infringement of this provision, GHM is entitled to close the stand in line with section 15. **Revoking allocation, stand closure.**

13. Revocation and space reduction

Effective from acceptance to the trade fair, the contract may no longer be revoked by the exhibitor. Sections 323 et seqq. of the German Civil Code (BGB) as well as the right to give extraordinary notice of termination shall remain unaffected by this. In the event of the exhibitor wishing to revoke the contract in part or as a whole without a right of revocation in law, or to reduce the exhibition space he was admitted for, GHM agrees to endeavour to rent out such space to other exhibitors. GHM, however, shall not have a duty to do so. Also, revocation shall not have an effect on the payment obligations arising from the invoice for trade fair participation issued for the original acceptance to the trade fair.

To the extent that GHM actually succeeds at renting out the space to another exhibitor in part or as a whole, the amount recovered for the floor space rented out to another exhibitor will be reimbursed to the exhibitor. If another exhibitor already registered relocates its stand to the vacated space, it will only be deemed as letting to a third exhibitor if and to the extent that a higher rent can be generated from this vacated stand and/or the space vacated by the other exhibitor can be rented out to another exhibitor.

In addition, if the cancelled floor space can be rented out to a third party in part or in full the exhibitor will still be liable to GHM for payment of a fixed sum as compensation for the costs incurred by the additional activity. From the date of acceptance, this will amount to 25 % of the total agreed participation fee, however at least € 1,000.00 plus VAT and must be offset against any reimbursement that might be paid.

Both the exhibitor and GHM shall, on a case-by-case basis, have the right to submit receipts and evidence as to higher or lower costs having been incurred or created, as applicable, and to request that the amount be adjusted accordingly. This includes but is not limited to the right to separately charge the exhibitor and pass on to the exhibitor any costs that have already been incurred for additional services for which the exhibitor has already placed an order and that trigger costs. Reference is made to M6 of the General Terms and Conditions for Trade Fair Media.

In case of revocation of a co-exhibitor already admitted/additional company represented, the full co-exhibitor fee shall be due and payable.

Any order for other services that may have been ordered with third parties in addition must be cancelled in relation to the contract party concerned and in this case the applicable general terms and conditions shall be applicable.

14. Official exhibition media

GHM shall issue an official trade fair medium; this shall be governed by the separate General Terms and Conditions for Trade Fair Media (M) which have been annexed to these terms.

Where GHM also invoices a media package, the following services are included:

- An entry for the company profile
- An entry for the company name
- An entry for the hall and stand number
- At least 3 entries for products/services offered

GHM will contact the exhibitor in order to discuss the content of entries covered by the media package. GHM will also provide the exhibitor with information on additional design options and, where applicable, will conclude an agreement based on the relevant terms and conditions.

The details supplied to GHM on the application form are not considered to be the specifications for the entry. In the case of exhibitors who fail to submit their registration in good time, GHM will be entitled to arrange for an entry in the official exhibition media based on the registration documents supplied without any liability for their accuracy. It will be no longer possible to include an entry in the print medium if registration is received after the print medium goes to press. This will not result in an entitlement to a reduction in the costs of the media package or to compensation. Payments already made will not be reimbursed.

15. Revoking allocation, stand closure

GHM is entitled to revoke any stand allocation already made (allocation, acceptance of offer) or to close the exhibitor's stand if:

1. the exhibitor still has outstanding debts from previous trade fairs or
2. the exhibition products do not correspond to the subject of the trade fair, or
3. the selling regulations specified in section 17. **Sales arrangements** are not observed, or
4. promotional material is distributed in violation of the provisions in section 18. **Ban on the distribution of promotional material**, or
5. the provisions regarding special events specified in section 12. **Special events** are not observed or
6. the exhibitor is otherwise in significant breach of its contractual obligations, in particular the obligations contained in the Terms of Participation, house rules and user regulations and the technical guidelines. The exhibitor will be liable to GHM for all damage or loss incurred in the above cases.

GHM must only provide the exhibitor with prior warning in cases where this is deemed necessary with regard to the severity of the breach and the duration and purpose of the trade fair. GHM is also entitled to issue a temporary or permanent ban on participation in future trade fairs. Compensation claims or any other claims on the part of the exhibitor are excluded. Any claims on the part of GHM are subject to the provisions specified in section 13. **Revocation and space reduction.**

16. Occupation of stand, end of trade fair

The exhibitor only has a claim to the allocated stand space after full settlement of the invoice for participation has been made or proof of this has been presented.

Stand setup must commence by 12 p.m. at the latest one day prior to the opening of the fair. If the rented space is not occupied by this time, or if no notification has been given, GHM reserves the right to dispose of the space in another manner from this time onward without having to give notice thereof. Claims on the part of GHM will be determined in accordance with section 13. **Revocation and space reduction.**

Set-up work must be terminated by 06:00 p.m. on the final day reserved for setting up. If the setting-up period is exceeded, GHM is entitled to have the stand superstructures removed and stored at the exhibitor's cost and risk. The original condition must be restored after dismantling. The exhibitor must compensate GHM for any damage caused by improper handling.

The stand must be duly occupied until the official end of the trade fair. A penalty of € 2,000.00 will be due on breach of this provision.

17. Sales arrangements

The direct sale and/or supply of any type of goods, including samples, is prohibited at trade fairs (with the exception of trade-related media).

18. Ban on the distribution of promotional material

Exhibitors may neither affix nor distribute promotional materials such as company signs, brochures or posters outside of their allocated stand space without the written consent of GHM. A penalty of € 2,000.00 will be due on each breach of this provision. Moreover, the stand may be closed in accordance with section 15. **Revoking allocation, stand closure.**



19. Cleaning

The exhibitor is obliged to clean its stand on a daily basis. If the stand is not cleaned by the exhibitor's own staff, only cleaning service providers approved by GHM may be contracted.

GHM shall only be responsible for cleaning the venue site and the hallways.

20. Smoking

Smoking is forbidden in enclosed spaces over the entire Trade Fair Centre.

21. Films/photography

The exhibitor is only permitted to make video and audio recordings during opening times inside its own stand. The exhibitor must request permission from GHM for any filming/photography activity beyond this.

GHM may make video and audio recordings throughout the trade fair venue and use these for its own or general publication purposes. Where necessary for this purpose, the exhibitor will grant GHM permission to avail itself of all intellectual or other property rights which it possesses in its own right or which it has otherwise been granted and assures GHM that it is entitled to grant such permission. Where required, the exhibitor will grant such permission in good time and at its own cost or inform GHM that it is not able to grant such permission. The exhibitor will release GHM from all liability for third-party and compensation claims in this regard.

22. Security

GHM is responsible for overall security in the exhibition halls and at the entrances to the trade fair. Each exhibitor must take care of security for its own stand and for its exhibition products. Appropriate security guards can only be arranged with a GHM-approved security company; the costs for the service must be paid to the company directly.

23. Lien/pledge

On acceptance of the exhibitor's registration GHM will have a right of lien over all objects in the fair stand in order to secure its claims against the exhibitor.

24. Liability and insurance

GHM is obliged to enable the exhibitor to occupy and use its stand in accordance with the terms and conditions of this contract. GHM must maintain the halls and the access ways in a usable condition and clean them. Section 19. Cleaning remains unaffected.

GHM is only liable towards exhibitors for damage due to a wilful or grossly negligent breach of contract by GHM or to a wilful or grossly negligent breach of obligation on the part of a legal representative or agent of GHM. In the event of slight negligence GHM will only be liable for a breach of fundamental contractual obligations, i.e. a breach of those obligations that the exhibitor can rely on to be complied with. Any claims relating to intentional or negligent injury to life, body or health remain unaffected.

The aforementioned limitations of liability apply for exhibitors who are businesspersons with the provision that liability will in no way be accepted for damage or loss to goods used by exhibitors or to the stand fixtures and fittings. It is immaterial whether the damage or loss occurs prior to, during or after the event. The same applies to the vehicles parked on the trade fair site by exhibitors, their employees or agents. Liability for indirect damage and resulting loss of profit shall also be excluded.

Exhibitors themselves are liable for any damage or loss that may intentionally or negligently be caused by themselves, their employees, their agents or their exhibition items and fixture and fittings to persons or property. Every exhibitor is obliged to take out appropriate insurance and to pay the customary premiums (including insurance tax) in due time. Exhibitors from outside Germany are recommended to take out insurance in their home country.

GHM will not accept any consignments on behalf of exhibitors. In justified exceptional cases where it does so, it will not be liable for any losses that may be incurred as a result of incorrect or late delivery.

The limitations of liability above shall also apply if an event is cancelled or rescheduled pursuant to section 25. Reservations.

25. Reservations

(1) In the event of force majeure or any other impediment not merely constituting a temporary interference and making it impossible to perform the event as planned, for which GHM may not be held accountable, that is beyond its control, that are unforeseeable and that may not be overcome by taking action at reasonable cost (by economically bearable means), GHM shall have the right to cancel such event. The following events, unless proven otherwise, shall be assumed to be events that are not foreseeable and that GHM shall not be deemed to be liable for and may not be held accountable for:

Acts of terrorism, epidemics, natural disasters or extreme acts of God, explosion, fire, destruction, longer-term power failure, strikes occurring at third-party companies, compliance with laws and government orders, bans imposed by public authorities.

In particular, GHM may have a right to cancel the event if the event may not be held as a result of an official order imposed by a public authority, if the conditions imposed by the public authority for being allowed to hold the event are unbearable, if holding the event would not be deemed in compliance with GHM's duty of care or if it is to be expected that the purpose of the event would be substantially impaired, for instance if only one fifth of the usual number of participants are expected to participate or if it is likely to be expected that almost all market leaders will be absent or if the required interaction between visitors and participants—for instance for reasons of health risks—could not take place at all or only subject to extreme limitations.

GHM shall have the duty to promptly notify the exhibitor of such cancellation. Reference herewith is made to the last paragraph in section 24. Liability and insurance. No trade fair participation fee shall be due and payable. Payments already received shall be returned.

(2) The reasons specified in paragraph 1 shall give GHM the right to reschedule the event. GHM shall promptly notify the exhibitor thereof.

Reference is herewith made to the last paragraph in Section 24 Liability and insurance. If an exhibitor intends to revoke the contract in such a case, the second paragraph of Section 13 Revocation shall apply accordingly.

(3) In the event of, for the reasons stated above, the event only being cancelled or the duration of the trade fair being reduced or exhibition sections or parts thereof being cleared temporarily or permanently after the trade fair has already started, the participant shall not have a right to claim repayment/reduction of the agreed fee.

26. Official bans/orders/requirements/instructions

The exhibitor undertakes to make sure he is aware of any and all statutory and official bans or orders that may be applicable in and conditions that may be imposed by the Federal Republic of Germany, to comply with them and to promptly follow any instructions given by trade fair staff; otherwise the exhibitor may be held liable for damages.

27. Form of notices and declarations

Any intent to be legally bound that may be expressed by GHM as well as any changes therein and/or additions thereto, must, as a minimum be confirmed in textual form – even if they have already been agreed orally. Oral commitments and side agreements shall only take effect and become binding upon confirmation in textual form. The same rule shall apply with respect to the waiver of the textual form requirement, if any.

28. Statute of limitations

Claims on the part of the exhibitor against GHM arising from participation in the trade fair and all related legal relationships will become statute-barred after 6 months. The period of limitation will commence at the end of the month in which the final day of the trade fair falls. This does not apply to claims arising from a wilful breach of obligation on the part of GHM.

29. Rights of the owner/occupier of property

GHM shall exercise the rights of the owner/occupier of the property at the entire site of the venue during setting up, for the duration of the fair and during dismantling.

30. Jurisdiction and place of fulfilment

It is agreed that the place of jurisdiction for any disputes arising in connection with this contractual relationship and the place of fulfilment will be Munich when the contracting parties are commercial businesspersons, legal persons governed by public law or a separate estate under public law. It is agreed that Munich will be the place of jurisdiction and place of fulfilment for any legal disputes arising in connection with this contract when the exhibitor is a tradesperson with no general place of jurisdiction in the Federal Republic of Germany. German law applies exclusively; the standards of international private law do not apply.

31. Privacy statement

GHM as the data controller pursuant to data protection laws confirms that personal data will be collected, stored and saved, modified, transmitted, blocked, deleted and used in accordance with relevant data protection laws and other applicable statutory rules and regulations.

32. Miscellaneous

The exhibitor is not entitled to derive any rights from previous events or contracts with the event organiser.

The German version of the Terms of Participation is deemed to be the binding version.

Organiser:

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M 1 General information

GHM is a publisher of official trade fair media. The main exhibitor and each of the main exhibitor's co-exhibitors (hereinafter jointly referred to as the "Exhibitors") are required to pay a media allowance in the form of purchase of a media package SMART. The media package SMART includes the obligatory entry in the trade fair media published by GHM, such as printed products and the "Marketplace" (online directory of exhibitors).

M 2 Formation of contract on the media package SMART

(1) The agreement on the media package SMART shall come into being once GHM has received the Exhibitor's registration and sent the access data for the "Marketplace"; the agreement shall come into being regardless of whether the Exhibitor has already been accepted for admission to the trade fair or not. A media allowance shall be charged for purchase of the media package SMART.

(2) If the Exhibitor purchases a more comprehensive media package, such package shall replace the media package SMART. The extra amount for the media package purchased must be paid in addition to the media allowance.

M 3 General regulations for media packages and individual services

(1) GHM shall notify the Exhibitor of the binding editorial deadline for the printed product. The editorial deadline shall also apply in the event the Exhibitor registers after such date.

(2) Even if inclusion in the printed product is no longer possible due to late registration, the Exhibitor shall nonetheless be required to purchase the media package SMART. The Exhibitor shall have no right to reduction of the media allowance or compensation for damage. In such case, GHM – without assuming any responsibility for the accuracy of the information – shall be entitled to have the company name as stated in the registration documents included in the printed product and in the Marketplace.

(3) With respect to the Marketplace, changes and additions may be made before, during and after the trade fair. All content published in the Marketplace will remain online until it is removed by the Exhibitor. In any case, GHM shall remove the content from the Marketplace as soon as the Marketplace content for the following trade fair is published under the same name. GHM shall assume no responsibility for the accuracy of the content.

(4) With regard to certain services included in the media package and individual services (e.g. advertisements), GHM shall announce the binding deadlines for submitting the required content in the Booking Portal (section M 4).

(5) If the Exhibitor fails to submit the required content by the specified date, the Exhibitor shall nonetheless be required to pay the full price of the media package or the individual service booked. It shall have no right to reduction of the fee or compensation for damage. GHM shall be entitled, but not obligated, to provide or to offer a replacement service.

M 4 Booking Portal

(1) It shall only be possible to book a more comprehensive media package and/or individual services (e.g. advertisements in the printed product) via the online booking portal for the trade fair in question (hereinafter referred to as the "Booking Portal") or using the form provided by GHM.

(2) The Booking Portal displays the options for adding content elements (such as text, logos/graphics, videos, entries in the trade fair calendar of events and space for providing hyperlinks to external content/websites and downloads).

(3) Steps for concluding the agreement: The Exhibitor may select a media package and/or one or more individual services and fill in the information required to book the package and/or service. The Exhibitor may review and, if necessary, correct the information at any time prior to submitting its registration. The Exhibitor's registration shall not be binding until the Exhibitor has clicked on the "Buy Now" button. The agreement shall come into being when GHM either expressly accepts the registration or tacitly accepts the registration by providing the services ordered.

(4) Receipt of the registration shall be confirmed by e-mail. The receipt of confirmation shall not constitute a declaration of acceptance, however.

(5) GHM shall not be obliged to accept the registration. It hereby reserves the right to reject a registration, e.g. for lack of space; the Exhibitor shall be notified without delay if its registration is rejected.

M 5 Payment terms

(1) The media allowance shall be due and payable with the invoice for participation.

(2) If the Exhibitor has ordered a more comprehensive media package and/or individual services, such product and/or services shall as a rule be invoiced separately after the trade fair. GHM hereby reserves the right to invoice such product and/or services prior to the start of the trade fair.

M 6 Cancellation of trade fair participation

(1) If the agreement to participate in the trade fair is **wrongfully terminated** by the Exhibitor, or if GHM terminates the agreement for good cause, the Exhibitor shall be obligated to pay the media allowance and/or the price of the media package ordered and the individual services as lump-sum damage compensation without GHM being required to provide evidence of the existence or the amount of any damage.

(2) If the Exhibitor cancels its registration after the registration has been accepted and GHM is able to lease the space to another party, section 13. **Revocation and space reduction, paragraph 3** of the General Terms and Conditions of Participation shall apply.

(3) The Exhibitor shall be entitled to furnish evidence that no damage was incurred, or that any damage incurred was significantly lower than the lump-sum compensation for damage provided in section 13. **Revocation and space reduction, paragraph 3** of the General Terms and Conditions of Participation.

(4) If the Exhibitor is not admitted to the trade fair by GHM, the agreement on the media package and/or the individual services ordered shall not apply (condition precedent), in which case the Exhibitor shall have no payment obligation.

M 7 Content to be provided by the Exhibitor

(1) Digital files of graphics content (e.g. logos, advertising banners) shall be required as a template for printed products and for presentation in the Marketplace.

(2) GHM shall be entitled to edit the graphics content in terms of format, size and technical characteristics at GHM's own discretion, insofar as necessary for presentation of the advertising material in the printed product or in the Marketplace and can be reasonably expected to be acceptable to the Exhibitor.

(3) The presentation of graphics content in the Marketplace shall be regarded as in compliance with the agreement even if the colour and layout differ from the original media provided to GHM by the Exhibitor or from the test print runs.

(4) GHM shall be entitled to postpone or cancel an agreed date for online publication of content if a service to be used for such publication is not available on the agreed date or if technical issues prevent publication on the agreed date, provided GHM is not responsible for the obstacles to publication. Should it be possible to postpone publication to a later date, GHM shall take the interests of the Exhibitor of which GHM is aware into consideration, insofar as possible for and can be reasonable expected of GHM.

M 8 Unlawful content

(1) GHM shall be entitled to refrain from publishing content that violates statutory provisions, particular criminal laws or laws of competition, is in breach of trademark, patent or privacy rights, does not comply with the rules of conduct of the advertising council or is morally objectionable, or is of an ideological or a political nature.

(2) GHM shall not accept the registration in the cases specified in subsection 1 above. However, GHM shall not be required to conduct a review. GHM shall be entitled to rescind the agreement or give termination without notice if it becomes aware after accepting the registration that content is unlawful pursuant to subsection 1 above.

(3) If GHM considers it necessary to make changes to certain content based on a reason specified in subsection 1 above, GHM shall offer to publish the Exhibitor's content in the modified form. The Exhibitor must consent to publication of content in a modified form.

(4) Any costs for making changes that are required under subsection 3 above shall be invoiced as additional costs. The Exhibitor shall be responsible for any ensuing delays in the services provided by GHM.

M 9 Granting of rights

(1) The Exhibitor hereby grants GHM the non-exclusive, non-transferable, non-sublicensable, worldwide right to integrate and publish the content provided by the Exhibitor in printed products and in the Marketplace for the contractual purpose and limited to the period of provision of the contractual services until the date specified in section M 3 subsection 3. However, GHM shall be entitled to outsource to other service providers and to grant them rights of use within the scope of sentence 1 above.



(2) The rights granted shall include, but not be limited to, the following:

- The right to print, i.e. the right to reproduce content in the printed product and to distribute the printed product, including preparing the required electronic copies and technical processing.
- The right to make the content publicly accessible, i.e. the right to make the content available to members of the public and closed user groups and to transmit it to them via communication networks at places and at times of its choice for the purpose of utilisation, either simultaneously or successively, including use on demand, and to make electronic reproductions and undertake technical editing. This shall include all digital and analogue transmission and retrieval methods, including, but not limited to, transmission via the Internet or mobile transmission networks for display on and storage in mobile or stationary terminal devices such as PCs, smartphones, tablets and televisions.

(3) The above granting of rights relates to all copyrights and ancillary copyrights to the content and the right to one's own image as well as the name rights, title rights, brand rights and other rights involving distinguishing features.

M 10 Exhibitor's liability for content

(1) The Exhibitor shall be responsible for the content it supplies. The Exhibitor hereby assures that it is entitled to the rights of use granted in section M 9 and that it has obtained the required consents.

(2) The Exhibitor's liability shall include, but not be limited to, ensuring that the persons shown in photographs (e.g. business associates of the Exhibitor's) have given their consent to publication of the photographs.

(3) Should any third parties assert claims against the Exhibitor based on the content supplied, the Exhibitor shall immediately notify GHM thereof. If the content in question has been published online, the Exhibitor shall remove the content or have it removed immediately.

(4) The Exhibitor shall indemnify GHM from any and all third party claims based on contractual use of the content by GHM and shall reimburse GHM for any costs arising from violations of third-party rights, including the costs of legal defence and pursuing legal remedies.

M 11 Licensing fees payable to third parties

The price of the media package and the prices for the individual services shall not include licensing fees, e.g. for the use of third-party brands, or fees for reproducing copyrighted content in public (e.g. GEMA fees for music, VG Wort fees for texts). The Exhibitor shall bear sole responsibility for properly obtaining the required licenses and paying the fees incurred.

M 12 Exhibitor's duty to give notice of defects and GHM's liability

(1) GHM and its vicarious agents shall exercise the customary degree of care in business dealings when accepting and reviewing the entries for the printed product, but shall not be liable if it has been misled or deceived by the Exhibitor. However, GHM shall assume no responsibility for reviewing the content supplied (section M 9 subsection 2).

(2) Claims relating to obvious defects must be asserted by the Exhibitor against GHM no later than two weeks after the start of the trade fair. GHM shall not be liable for any claims for obvious defects asserted at a later date.

(3) GHM shall be liable as follows for entries inadvertently left out, typographical errors and other breaches of duty in rendering its services as well as for wrongful acts:

- Liability on the part of GHM based on injury to life, body or health, based on guarantees assumed, or in accordance with the Product Liability Act shall remain unaffected; in other respects, the following limitations shall apply.
- GHM shall only be liable for loss or damage, regardless of legal basis thereof, including wrongful acts, to the extent that it commits an intentional or negligent breach of obligations which need to be discharged as a condition for proper performance of the contract and which the contracting party may routinely expect to be performed (so-called primary obligations) or if loss or damage is attributable to gross negligence or intent on the part of GHM.
- In the event of GHM being liable for breach of a primary obligation without being accountable for gross negligence or intent, its liability shall be limited to such loss or damage as is foreseeable on formation of contract and which is typical of the type of contract. The same limitation shall apply if GHM is liable for gross negligence or intent on the part of its employees who are not managing directors at GHM.
- GHM shall not be liable for indirect loss or damage, consequential loss or damage, loss of profits or for monies paid before the frustrating event unless such loss or damage is the result of intent or gross negligence on the part of GHM's managing directors.

(4) GHM's exclusion and limitation of liability pursuant to subsection 3 above shall also apply to claims against its managing directors, other employees, agents, contractors and vicarious agents.

(5) Rights to assert claims for defects and claims for damages shall become statute-barred after one year. The start of the limitation period shall be governed by the provisions of law.

M 13 Final provisions

(1) These Terms and Conditions shall apply irrespective of whether the Exhibitor uses its own terms and conditions. Terms and conditions of the Exhibitor that contradict these terms and conditions shall only apply if they are expressly accepted by GHM.

(2) Any subsequent changes or additions to these Terms and Conditions shall only apply if they have been agreed in writing. This shall also apply to any waiver of the written form requirement.

(3) With respect to the place of performance, the place of jurisdiction and applicable law, the provisions specified in the Terms and Conditions of Participation in the trade fair shall apply mutatis mutandis.

Organiser:

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