

Conditions of Participation for Exhibitors



Exhibitor Registration

Registration for the Trade-Fair takes place via the so-called "Aussteller-Shop" on the Deutsche Baumpflegetage (German Tree Care Conference) homepage.

Registration is a contractual offer between the Exhibitor to the Organisers of the Deutsche Baumpflegetage. The registration refers to one or more respective stand(s) selected via the shop.

The submitted offer is binding and thereby the Exhibitor agrees to the Conditions of Participation and Exhibitor Information. The also applies to the House Rules of Messe Augsburg. The Exhibitor is liable in this respect for the persons employed by him at the event.

Admission and confirmation of Exhibition Stand

The Organisers shall decide on the submission of interest from those registered by confirmation in writing (e.g., e-mail). The Contract is completed with the confirmation. The Exhibitor receives their invoice with the confirmation.

There is no legal entitlement of admission to the Deutsche Baumpflegetage Trade Fair. The Organisers shall decide on admission based on their own reasonable discretion. If an Exhibitor has previously failed to fulfil their contractual obligations to the organiser, this Exhibitor may be summarily excluded.

Allocation of Exhibition Stand and Change of Position

The chronological order in which registrations are received is decisive for the allocation of the exhibition stands, as booked stands in the shop are reserved and only the Organisers can release these again, e.g.: Due to a rejected admission by the Organisers or due to a cancellation by an Exhibitor.

The Organisers are also entitled to subsequently change the shape, size, dimensions, and location of the Exhibition Stand booked by the Exhibitor in individual cases, insofar as this is reasonably necessary for reasons of Safety or Public Order or for more efficient utilisation of space and is considered reasonable for the Exhibitor. The Organisers must inform the Exhibitor(s) immediately of the necessity of such a measure. If a reallocated Exhibition Stand results in a lower stand rent, the Exhibitor shall be reimbursed the difference. The Exhibitor cannot derive any further rights from a change.

Co-Exhibitors

An Exhibition Stand is generally only rented to one contractual partner. If several Exhibitors wish to use a stand space together, this is possible for a stand size greater than 12m². The Main-Exhibitor making the booking must enter the full details of the Co-exhibitor(s) in the Exhibitor-Shop so that their respective details can also be published. By registering Co-exhibitor(s), the Main-Exhibitor is responsible to ensure that consent to pass on their data has been gained.

The Co-exhibitor only incurs costs for the use of the Ticket-Shop. ("Pass/ticket flat rate" for their own exhibitor passes, customer invitations, etc.) These costs are also charged to the Main-Exhibitor.

Exhibition Stand Invoice

Full payment of the Exhibition Stand invoice(s) is a prerequisite for use of the allocated Stand. Payment must be received by the Organisers up to seven calendar weeks before the 1st day of the event. Otherwise, the Organisers have the right to withdraw admission to the Trade-Fair and/or reallocate the Stand to a third party. The Organisers are obliged to send the Exhibitor a reminder by e-mail - with a further deadline of 1 week until receipt of payment.

In the case of last-minute registration and admission to the Trade-Fair, the invoice must be paid immediately upon receipt.

All invoice data is entered in the shop by the Exhibitor himself. Corrections to the invoice therefore have no suspensive effect.

Cancellation of the Exhibition Stand /No-Show

If the Exhibitor cancels the Exhibition Stand, this must be done in writing and requires confirmation from the Organisers.

Unless the Exhibitor is entitled to a mandatory statutory right of withdrawal or cancellation, the Exhibitor shall remain obliged to pay a cancellation fee even in the event of cancellation after his admission to this event as follows:

- 1.) Cancellation received later than 7 weeks before the 1st day of the event: 25% of the Stand Rental Fee and 100% of all services ordered from third parties, provided these can no longer be cancelled. Also 100% pass/ticket flat rate for Exhibitors.
- 2.) Cancellation received later than 5 weeks before the 1st day of the event: 50% of the Stand Rental Fee and 100% of all services ordered from third parties, provided these can no longer be cancelled. 100% pass/ticket flat rate for Exhibitors.
- 3.) Cancellation received later than 3 weeks before the 1st day of the event: 100% of the Stand Rental Fee and 100% of all services ordered from third parties, insofar as these can no longer be cancelled. 100% pass/ticket flat rate for Exhibitors.
- 4.) If an Exhibitor does not occupy his rented space by 18:00 on the last set-up day, this shall be deemed equivalent to cancellation of the space on that day.

If a stand space is cancelled, the Organisers shall in any case be entitled to use the rented space for other purposes or to rent it out again to third parties.

In each of these cases, the Exhibitor reserves the right to prove that the Organisers have saved further expenses - not included in the discount - because of the cancellation or non-participation and has gained advantages. If other free stand areas are still available for the event, the Exhibitor may not, however, generally claim that the Organisers have gained advantages, in the form of the rent achieved, by renting or using the stand area or part of the stand area elsewhere.

Exhibition Stand Assembly and Design

The Exhibition Stand must be adapted to the overall layout of the event (refer Exhibitor Information: walls, floor covering, etc.). The Organisers reserve the right to prohibit the construction of unsuitable or inadequately equipped stands or to modify them at the Exhibitor's expense.

The company name and registered office of the Exhibitor must be clearly visible on the stand labelling. Each stand must be labelled with the stand number of this Trade-Fair.

At the end of the event, the basic structure as set up by the Organisers must be returned undamaged and restored to its original condition. Damage caused by improper handling or not reported to the Organisers immediately after the damage has occurred must be compensated by the Exhibitor.

Opening Hours and Occupancy

The Exhibition Stand must be properly equipped and staffed by qualified personnel for the entire duration of the event during the specified opening hours. The removal of exhibits and the dismantling of the stand before the end of the event is not permitted. Failure to comply will result in the future exclusion of the Exhibitor. The Organisers are also entitled to charge the Exhibitor a convention penalty of 50% of the Stand Rental Fee.

Measures - cancellation, postponement, interruption, closure of the event

After conclusion of the contract, the Organisers may cancel, postpone, shorten, break off, interrupt or close the event in whole or in part if it is impossible to hold the event at the venue and/or at the time of the event in whole or in part (in accordance with Section 275 (1-3) BGB "*Bürgerliches Gesetzbuch*" - in English, *German Civil Code*) or if there is a valid reason and the Organisers or their vicarious agents are not responsible for the valid reason. The interruption includes the possibility of postponing the end of the event to compensate for the interruption in whole or in part.

A valid reason in the above sense exists:

- if there are sufficient indications that the organisation or continuation of the event will result in an unacceptable specific risk to life, limb, or health, or
- if there are sufficient indications that the organisation or continuation of the event poses a concrete risk of considerable damage to property, or
- if, due to a natural event, war, pandemic, epidemic, terrorist threat or attack, labour dispute, restriction of transport, supply and/or communication links, unexpected restriction of the usability of the event areas, travel restrictions, official orders, official recommendations or requirements or force majeure, the performance or continuation of the event is significantly impaired in whole or in part or such a significant impairment is imminent.

A significant impairment is deemed to exist:

- if the event cannot be held as planned and therefore the purpose of the event for visitors, exhibitors and organisers cannot be achieved or can only be achieved with significant restrictions.

The Organisers may cancel nine weeks before the start of the event if the withdrawal rate of Exhibitors equates to more than 60% of the total Exhibition Stands and/ or if a subsequent withdrawal of a rate greater than 60% of the registered Exhibitors occurs in the time following the dispatch of the Exhibition Stand confirmations.

In these instances, cancellation is considered necessary as the industry can no longer be represented in its essential parts for the purpose of the event for visitors, exhibitors, and organisers or this can only be achieved with significant restrictions.

The Organiser shall decide whether and which measures are to be taken at its reasonable discretion, also considering the legitimate interests of visitors and exhibitors.

If it is impossible to hold the event in accordance with Section 275 BGB, the Organisers are entitled to cancel the event.

The Organisers must inform the affected exhibitors of any such measure without delay.

Regulations in the event of cancellation, postponement, interruption, closure

If the event is cancelled before it begins, the Organisers and the Exhibitors shall be released from their mutual contractual obligations. Any Exhibition Stand rental already paid and the remuneration for services agreed between the Organisers and Exhibitors shall be refunded.

If the event is cancelled, interrupted, shortened or closed after it has begun, the Organisers shall be released from its contractual obligation to perform from this point in time or for the period of interruption. The Exhibition Stand rental shall be reduced in the ratio of the cancelled event duration to the planned total duration of the event.

The reduction of the Exhibition Stand rental shall be excluded in the event of an insignificant shortening or interruption of the event of up to 15% of the duration of the event. If the interruption is compensated for by postponing the end of the event, there shall be no reduction in the Exhibition Stand rental fee.

Set-up and dismantling passes, Exhibitor passes

After admission to the Trade-Fair, the Exhibitor shall receive access data to the "Ticket Shop" from the Organisers shall use the access data to his account from previous years. The Exhibitor can secure passes for their employees, their set-up and dismantling staff. These passes are valid for the set-up and dismantling periods and for the duration of the event. They are not transferable and are only valid in conjunction with an official pass. In the event of misuse, the Exhibitor pass will be confiscated without replacement. The costs for this pass service will be charged as a lump-sum with the Exhibition Stand invoice in the " Aussteller-Shop".

Advertising

Advertising of any kind is permitted within the Exhibition Stand rented by the Exhibitor for the Exhibitor's own company and for the products and/or services it manufactures or sells. Advertising of a political nature is generally not permitted. The Exhibitor may not occupy other Event Stand with advertising.

Photographs, drawings, film recordings

The Organisers are permitted to have photographs, drawings and film recordings made of the exhibition events, the exhibition structures and stands and the exhibited items and to use them for advertising or press publications without the Exhibitor being able to object to this on any grounds whatsoever. This also applies to photographs taken directly by the press or television with the consent of the Organisers. The Exhibitor may only place his own orders for photographs, drawings, and film recordings of the Exhibition Stand for a fee after registering with the Organisers and they may only be carried out during the daily opening hours of the event. The Exhibitor is not permitted to take photographs, drawings and film recordings of stands and exhibits of other exhibitors.

Direct Sales

Direct sales are permitted. The Exhibitor is responsible for obtaining and complying with the relevant trade licences, as well as all labelling requirements and other regulations for the sale of products.

Industrial Property Rights

Securing copyrights or other industrial property rights to the exhibits is the sole responsibility of the Exhibitor.

Cleaning and Exhibition Stand and clearance.

The Organisers shall be responsible for the general cleaning of the Trade-Fair and Exhibition grounds and the hall aisles. The Exhibitor is responsible for cleaning the Exhibition Stand.

If the Exhibition Stand is not satisfactorily cleaned by the end of the official dismantling period, the Organisers are entitled to charge a fee of 200 euros per m².

The Organisers are also entitled to dispose of any rubbish, exhibition stands or exhibits left behind at the Exhibitor's expense. The organiser accepts no liability for damage or loss of property.

Security

General security of the trade fair and exhibition grounds shall be provided by representatives of the Organisers. The general security does not affect the liability regulations listed below.

Exhibitors are responsible for the supervision of their own stands and exhibits. He is advised to have his stand supervised if necessary and to take out suitable insurance cover to prevent damage. At night, valuable, easily removable objects must be locked up.

Liability, Insurance, Accident protection

The Organisers are only liable without limitation in cases of intent or gross negligence as well as for damages due to injury to life, body, or health.

In all other cases, the Organisers are only liable:

- in the event of a breach of cardinal obligations. Cardinal obligations are obligations whose fulfilment is essential for the proper execution of the contract and on whose fulfilment the exhibitor may regularly rely.
- insofar as the Organisers are legally obliged to take out liability insurance or this is customary.
- to the extent that the Organisers claim a special degree of trust or holds a qualified position of trust.

In these cases, however, the Organisers shall only be liable for foreseeable damage typical of the contract (and thus not generally for consequential damage) and even then, only up to a maximum of EUR 100,000 per claim. The limitation of liability only applies to entrepreneurs, legal entities under public law and special funds under public law. Otherwise, liability for simple or medium negligence is excluded. This limitation of liability shall also apply to the conduct of the Organisers' vicarious agents and assistants.

The main Exhibitor shall be liable for any damage culpably caused to persons or property by him, his Co-Exhibitors, his employees, his agents or his exhibition objects and equipment.

The Exhibitor is generally obliged to take out adequate insurance cover himself. It is recommended that Exhibitors take out exhibition insurance to cover the risks associated with transportation and the stay of exhibitors.

The Exhibitor is obliged to attach safety devices to the exhibited machines and equipment that comply with the accident prevention regulations of the employers' liability insurance provider. The Organisers are entitled to prohibit the exhibiting or commissioning of machines and equipment at its discretion.

House rules and regulations, violations, smoking ban

During the event, the Exhibitor submits to the house rules of the Organisers or Messe Augsburg on the entire exhibition grounds. (see also point "Registration" above)

The house rules of Messe Augsburg must be observed. The instructions of the employees and representatives of the Organisers Forum Baumpflege GmbH & Co. KG and Messe Augsburg must be followed.

Violations of these Conditions of Participation or of orders within the framework of the house rules and the house rules entitle the Organisers to close the stand immediately without compensation at the expense of the exhibitor.

Smoking is prohibited in all indoor areas of the exhibition halls and buildings. Smoking is only permitted in the outdoor areas.

Data Protection

Personal data will be processed by the Organisers as the responsible body within the meaning of data protection law and, if applicable, by our service partners in compliance with the relevant data protection regulations for the support and information of customers and interested parties as well as for the processing of the services offered (legal basis: Art. 6 para. 1 lit. b EU-DS-GVO).

In accordance with the principle of data minimization and data avoidance, only data that is absolutely necessary for the stated purposes is processed. Personal data is of course treated confidentially and protected in the best possible way by appropriate security measures. Only authorized persons who are involved in technical, commercial and customer administration support have access to your data. Where required by law, the corresponding order processing contracts have been concluded.

Personal data will be stored until the contractual relationship with the Organisers has ended and the data is no longer required for other legal reasons (e.g., due to statutory retention periods).

Every exhibitor has the right to lodge a complaint about this data processing with the competent data protection supervisory authority and may, under the statutory conditions, lodge a complaint with the data protection supervisory authority.

Every exhibitor has the right to complain about this data processing to the competent supervisory authority for data protection and can request information, correction, deletion or restricted

processing, object to the processing or assert their right to data portability under the legal requirements.

The contact person at Forum Baumpflege GmbH & Co. KG for data protection is Thomas Amtage.

E-mail: augsburg@deutsche-baumpflegetage.de

Data use for advertising purposes of the Organisers

The Organisers are eager to maintain the customer relationship with its exhibitors and providing them with information and offers about its own similar events and services. Therefore, the data submitted with the registration (company name, address, telephone number and e-mail address) will be processed by the Organisers and, if applicable, by its service partners in order to send corresponding event-related information and offers by e-mail in accordance with Art. 6 para. 1 lit. f EU-DSGVO.

The use of the data for the purpose of direct advertising can be objected to at any time vis-à-vis the Organisers.

The objection can be made informally without giving reasons and without incurring separate costs in addition to the usual transmission costs according to the basic rates. It should be addressed to:

Forum Baumpflege GmbH & Co. KG, Brookkehre 60, 21029 Hamburg
augsburg@deutsche-baumpflegetage.de oder buero@deutsche-baumpflegetage.de

Severability clause

Should these conditions of participation be partially legally ineffective/incomplete, this shall not affect the validity of the remaining provisions or the contract.

In such a case, the parties undertake to replace or supplement the invalid/lacking provision with a provision that most closely achieves the economic purpose pursued by the parties.

Place of jurisdiction

The place of jurisdiction is the city of Hamburg. This shall also apply if the lessee is a merchant or a legal entity under public law or has no general place of jurisdiction in Germany. The Organisers is also entitled to sue the exhibitor at his general place of jurisdiction.

Status November 2023