

General Terms and Conditions Exhibition

for the event

Pferd International Munich 2020

at the
Olympia-Reitanlage
Munich-Riem

1. Organizer

Hippo Pferdeveranstaltungen GmbH,
Landshamer Straße 11, 81929 Munich,
Phone 089/926967455, Fax 089/926967452, E-Mail: office@hippo-gmbh.de

2. Place and Date

Place: Olympia-Reitanlage in Munich-Riem

Date: 21st to 24th May 2020

Opening hours: daily 8AM to 7PM

3. Application

- 3.1. With the registration, exhibition areas, stands, advertising space and / or advertisements in the official tournament newspaper are bindingly ordered. The registration takes place with the return of the signed "registration form".
- 3.2. The essential components of the contract include the registration form as well as the general conditions of the exhibition.
- 3.3. By registering, the exhibitor accepts the *General Conditions of Exhibition* as binding. He has to make sure that all of his employees at the show comply with the entire contract.
- 3.4. The inclusion of co-exhibitors is subject to registration, approval and fee. They must be submitted in writing on page 4 - point 5 of the application documents. The fee per co-exhibitor is 300,00 €, as well as 80,00 € for the entry in the list of exhibitors. All prices are exclusive of German VAT.

4. Admission

- 4.1. The decision on the admission of the exhibitor and the individual exhibition items is made by the organizer alone.
- 4.2. The order is accepted by written confirmation of the organizer. The position of the invoice is considered confirmation of acceptance. Upon receipt of the invoice, the contract between the organizer and the exhibitor has been concluded.

- 4.3. The confirmation also includes the admission as an exhibitor and the admission of the exhibits.
- 4.4. The license may be subject to conditions for compliance with legal requirements or the proper performance of the exhibition.
- 4.5. The exhibition of unreported or unauthorized items is inadmissible and entitles the organizer to terminate the contract without notice after unsuccessful written request to remove the items. The organizer retains his claim to the agreed rent without prejudice to further claims. The same applies if the exhibitor does not meet the requirements despite a warning.

5. Terms of payment / Lien

- 5.1. The invoice amount is due in full within 20 days of the invoice date and must be paid before the exhibition begins.
- 5.2. This also applies to exhibitors with whom the contract is concluded shortly before the start of the event.
- 5.3. On set-up day, checks will no longer be accepted, cash payment is required.
- 5.4. For outstanding liabilities, the organizer is entitled to a lien on the exhibited objects. The exhibitor hereby assures that the objects brought in are in his property or are subject to his unrestricted disposal.

6. Allocation of the exhibition space

- 6.1. The allocation of the exhibition space is done by the organizer and will be communicated at the same time as the confirmation. Complaints must be notified in writing within one week of receipt of the confirmation of the exhibition space. However, the allocation becomes binding only after payment of the entire invoice amount.
- 6.2. Irrespective of this, the organizer is entitled, for compelling reasons, to relocate the allocated exhibition space and to refer the affected exhibitor to equivalent areas. If a relocation within the original exhibition area is not possible, the exhibitor may terminate the contract. In this case, the exhibitor will receive back the rent paid, as far as the event is already running pro rata; this does not apply if the installation is conditional on the event by legal or official requirements. Compensation for non-performance is excluded.

- 6.3. Changes in the allocation of the type and dimensions of stalls and areas shall be announced immediately by the organizer in writing to the exhibitor.

7. Liability

- 7.1. Changes in the allocation of the type and dimensions of stalls and areas shall be announced immediately by the organizer in writing to the exhibitor.
- 7.2. The organizer is basically liable for damages caused by gross negligence by simple vicarious agents. Liability shall be limited in height to any damage that typically occurs in contracts of this kind.
- 7.3. The organizer is basically liable for any breach of essential contractual obligations. Significant are those contractual obligations whose compliance is of particular importance for the achievement of the purpose of the contract (cardinal obligations).
- 7.4. In the event of a breach of cardinal obligations, the liability shall be limited in amount to such damage that is typically expected to arise in the case of contracts of this kind - unless a case of Section 7.1 is present.
- 7.5. The liability limitations of paragraphs 1 to 3 do not apply to liability for the absence of warranted characteristics, liability under the Product Liability Act and liability for injury to life, limb or health.
- 7.6. The strict liability of the organizer for initial defects of the rental object (guarantee liability) is excluded.
- 7.7. The exhibitor shall be responsible for the fulfillment of the statutory, officially ordered and generally required traffic safety and supervisory duties, including a pet owner or animal keeper obligation, for his rental property and for the demonstrations he has carried out.
- 7.8. The exhibitor is liable according to the legal regulations. The conclusion of an exhibitor insurance is recommended.

8. Cancellation, non-participation of the exhibitor, resignation of the organizer

- 8.1. Cancellation or non-participation of an exhibitor

a) The exhibitor is also obliged to pay the stand rental if he cancels his participation or does not attend the exhibition without a cancellation.

b) If the exhibitor declines his participation, the organizer endeavors to rent the stand elsewhere. Any difference between the rent agreed with the withdrawing exhibitor and the rent actually achieved by the new letting shall be borne by the withdrawing exhibitor. If a new lease is not possible, the organizer reserves the right to the agreed rent. In the interests of the overall picture of the exhibition, the organizer is entitled to occupy the unused exhibition space with another exhibitor or to fill in the unused advertising space in another way. Resulting additional costs shall be borne by the withdrawing exhibitor in addition to the other claims of the organizer

c) Upon cancellation of an exhibitor, the organizer is entitled to charge a processing fee of 150,00 €.

d) The full stand rental fee is payable if the organizer relets the agreed stand space, but the total rental space is reduced by the cancellation / non-attendance.

e) The proof remains reserved by the exhibitor that the organizer has not incurred these costs or not at this amount. The assertion of further claims remains expressly reserved.

8.2. Resignation of the organizer

a) The organizer is entitled to resign if

- the exhibitor did not pay the rent in full on the date stated in the invoice and also not after the deadline set by the organizer;
- the stand is not occupied obviously in good time (see section 8.2);
- the exhibitor violates the householder's right and does not omit or repeat the breach despite being warned;

b) If the terms of payment are not met, the organizer is entitled to cancel immediately and to allocate the exhibition space elsewhere. The right to otherwise immediately assign the exhibition space is not subject to proof of the receipt of the termination. The organizer may assert claims for compensation in the above cases. Section 7.1 applies accordingly.

9. Force majeure

- 9.1. Circumstances that make the performance of the event impossible and are neither the responsibility of the organizer nor of the exhibitor, to entitle the organizer to cancel the event, to postpone the time or to shorten the event. The organizer must inform the exhibitor immediately after being notified of such circumstances.
- 9.2. The assertion of claims for damages of the exhibitor in the case of such a change are expressly excluded.
- 9.3. If the event is postponed due to force majeure, the organizer must inform the exhibitors immediately. Exhibitors are entitled to cancel their participation at the changed time within one week of receipt of this notice.
- 9.4. If a trade fair has to be shortened or canceled after its commencement due to force majeure, this does not obligate the organizer to repay or reduction of the stand rental.

10. Construction, Stand operation and dismantling

- 10.1. Construction and dismantling times:

Construction start: 18th May 2020 from 8.00 am

Construction end: 20th May 2020 to 10.00 pm

Start of dismantling: 24th May 2020 from 7.00 pm

Dismantling finish: 25th May 2020 until 5.00 pm

Basic constructions are already possible on 15th May 2020.

The construction of the stand must begin by **6 pm on 20th May 2020** at the latest. Until the end of construction, all packaging material and other waste must have been removed by the exhibitor.

- 10.2. The exhibition area at the jumping and dressage courses will be equipped with white pagodas. In the case of tents provided by the organizer, the exhibitor is liable for damage caused in the event of damage. Exhibitors with sales carts or own tents may stand on the fairgrounds. Rented tent buildings can only be purchased through the organizer in conjunction with a complete package.

- 10.3. The stand is to be set up by the exhibitor until the time specified by the organizer and to be usable during the entire duration of the event. Infringements entitle the organizer to otherwise fill in the stand at the expense of the exhibitor, without prejudice to his right to a rental payment.
- 10.4. The same applies to the allocated advertising space.
- 10.5. The equipment of the stand is up to the exhibitor. In the interest of an overall picture, guidelines of the organizer must be observed. The stand must be clearly marked with the name, address of the exhibitor and the stand number for the entire duration of the event and filled during the event.
- 10.6. During construction and dismantling as well as during operation of the stand, the exhibitor must ensure compliance with the statutory provisions, in particular with regard to fire protection, accident prevention and company designation and price labeling.
- 10.7. When setting up and using a music sound system at the exhibition stand, the respective exhibitor agrees to comply with the guidelines of GEMA. Any fees incurred shall be borne by the exhibitor.
- 10.8. The dismantling of the stand and / or the advertising space must take place within the time specified by the organizer. After expiry of the dismantling period, the organizer is entitled to have the dismantling as well as the removal and storage of exhibition goods carried out or carried out at the expense of the exhibitor.
- 10.9. Liability for loss or damage to the exhibition goods will only be accepted by the organizer in the case of intent and gross negligence. He is entitled to a lien for the costs incurred.

11. Stand equipment in the tent hall

The standing height is 2.50 m. The dividing walls provided by the organizer must not be changed in any way. The stand equipment has to be made of materials that are hardly inflammable. The floor is carpeted and must not be damaged. The exhibitor is liable for any damages.

12. Exhibitor passes

The exhibitor and his employees need exhibitor passes to enter the event ground. In the event of misuse (eg passing on to third parties), the ID card will be collected immediately.

13. Driving ban

- 13.1. The strictest driving ban applies throughout the event area. Exceptions are only for the purpose of construction and dismantling and for delivery to stands equipped.
- 13.2. Deliveries to stalls are only permitted outside the official opening hours, from 6:00 to 8:00 am and from 7:00 to 9:00 pm.
- 13.3. The exhibitor receives entry permits for entry to the site for erection and dismantling as well as delivery to stands. The entry permit is only valid when the vehicle registration number is entered at the times stated above and must be clearly visible from the outside behind the windscreen. The organizer is entitled to illegally demolish parked vehicles at the venue without notice at the owner's expense and risk.
- 13.4. The provisions of StVG and StVO apply throughout the entire area.
- 13.5. On the site may only be driven at walking pace.

14. Assignment of the stand to a third party, sale on behalf of third parties

- 14.1. Without the written consent of the organizer, the exhibitor is not entitled to entrust part or all of the allocated areas or stands to third parties or to use them for sale to third parties.
- 14.2. In the event of unauthorized use of the stands or advertising space, the organizer may demand, instead of termination of the contract without notice, that the exhibitor pay a surcharge of 50% of the agreed rent.

15. Supply connections

The general lighting is provided by the organizer. As far as separate connections (electricity, water, sewage, telephone / fax) are desired, this has to be communicated to the organizer directly in the registration documents.

16. Rent and costs

- 16.1. The rent is calculated according to the information contained in the registration documents.
- 16.2. The costs for the installation of separated connections as well as for consumption shall be borne by the exhibitor.

17. Security

The general supervision of the event site is provided by the organizer without liability for damage or loss. The exhibitor himself is responsible for guarding the stand. This also applies during the construction and dismantling times.

18. Delivery of goods

Deliveries of goods or correspondence are to be provided with exhibitor name, contact person, mobile number and stand number. In principle, deliveries are to be arranged in such a way that they can be received by the exhibitor personnel at the exhibition stand on the day of delivery. Upon delivery to the exhibition office, the organizer assumes no liability for damage or loss.

19. Insurance

The exhibitor is obliged to insure his exhibits and his liability at his own expense.

20. Domiciliary rights

The domiciliary right is exercised by the organizer. Instructions of the organizer and the persons commissioned by him are to be obeyed.

21. Waive / Statute of limitations

- 21.1. If a party learns of facts that could give rise to a claim or if it becomes unaware as a result of gross negligence, then the claim against the other party must be asserted within two weeks of becoming aware of the fact or its possibility. If this does not happen, the claim is forfeited.
- 21.2. Incidentally, all claims of the exhibitor against the organizer expire after 6 months, unless mandatory legal provisions preclude this.

22. Written form

All agreements require the written form to be legally effective. Agreements deviating from the *general conditions of the exhibition* must be in writing in order to be legally valid. Subsequent changes to the order also require the written form. This also applies to the deviations from this written form requirement.

23. Severability clause

Should individual provisions of these *General Exhibition Conditions* be invalid or ineffective, the remaining provisions shall remain effective. The invalid or ineffective provision shall be replaced by such valid or effective one which comes closest to the purpose of the invalid or ineffective provision.

24. Place of Performance and Court of Jurisdiction

Place of Performance and Court of Jurisdiction is Munich.