

# General Standard Terms and Conditions VENUS

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## 1 Registration

### 1.1 Stand registration

Registration for a trade fair or exhibition (event) is affected by means of the form "Stand Registration". The form is to be carefully completed and signed in acceptance of the binding conditions. The registration constitutes an irrevocable offer to Venus Berlin GmbH and the exhibitor is bound to it until the beginning of the event.

### 1.2 Terms and conditions of the contract

Essential components of the contract are

- a) the registration form,
- b) the Conditions of Participation,
- c) the regulations contained in the Online Service Center (OSC),
- d) the General Standard Terms and Conditions.

In the case of incongruity, the regulations apply in the order of precedence shown above.

### 1.3 Embracing of contract conditions

With the signing of the stand registration, the exhibitor accepts as binding the terms and conditions of the contract and conditions of participation as well as the regulations contained in the OSC. He is also to be responsible for ensuring that persons employed by him at the event abide by the entire contract.

## 2 Joint exhibitors

Should several exhibitors wish to jointly rent a stand, they must nominate an exhibition representative authorised by them, with whom alone Venus Berlin GmbH will negotiate. A fee of € 500 is charged for each co-exhibitor. The nominee is liable for a default of his appointers as he is for a default of his own. The participating exhibitors are jointly and severally liable to Venus Berlin GmbH.

## 3 Conclusion of contract

### 3.1 Confirmation of participation

Venus Berlin GmbH will decide on acceptance of the offer by written confirmation of participation (admittance of the exhibitor and registered exhibits).

### 3.2 Limitation of the exhibitor and exhibits

Venus Berlin GmbH may for materially justified reasons; in particular if the space available is not sufficient, exclude individual exhibitors from participation as well as limit the

event to certain exhibitor groups should this be necessary to achieve the purpose of the event. The same applies to exhibits.

### 3.3 Deviation from the registration

If Venus Berlin GmbH accepts the registration of the exhibition space or exhibits with extensions, limitations or other changes, it is bound to the amended offer for 2 weeks.

## 4 Stand allocation

### 4.1 Principle

Venus Berlin GmbH allocates the stand taking into account the topic and structure of the event in question as well as existing space conditions. Where possible, stand requests are taken into account.

### 4.2 Change of adjacent stands

The exhibitor must accept that the position of other stands at the start of the event may have changed in comparison with the time of admittance. Claims for compensation are precluded on both sides.

### 4.3 Exchange, transfer to third parties

Exchange of the allocated stand with another exhibitor as well as partial or full transfer of the stand to third parties is not permitted without corresponding agreement with Venus Berlin GmbH.

## 5 Exhibits

### 5.1 Removal, replacement

Only the agreed exhibits may be exhibited. Hard pornography within the meaning of Section 184 Para. 3 StGB (German Penal Code) may not be exhibited. Admitted exhibits may be removed from their position only in agreement with Venus Berlin GmbH. An exhibit may only be replaced with the written agreement of Venus Berlin GmbH and this one hour before the start and one hour after the end of the daily opening hours.

### 5.2 Exclusion

Messe Berlin may demand that exhibits be removed which were not included in the stand rental agreement or which could be demonstrated to be forbidden, or representing an annoyance or danger or which are not compatible with the purpose of the event. If the demand is not met, Venus Berlin GmbH will remove the exhibits without redress in law at the cost of the exhibitor.

### 5.3 Direct selling

Direct selling is not permitted unless expressly authorised. In this respect we expressly draw attention to Section 14 of the General Conditions of Participation. The exhibitor must in particular obtain and abide by the permits of the trading and health authorities. Details are to be found in the OSC.

### 5.4 Programme with costs

Should an exhibitor wish to provide a paid participation programme at their stand, such as special non-gratuitous shows, they will be required to inform us of this prior, and also request written approval from the VENUS Berlin GmbH. The application for approval will need to include a concrete description of the programme planned, stating the estimated price to be charged to the visitors. There is no entitlement to a non-gratuitous programme. The refusal of permission is not grounds for cancellation of the exhibitor contract.

### 5.5 Industrial property law

Copyright and other industrial property rights on the exhibition goods are to be secured by the exhibitor. A six-month protection for patterns (utility models and registered designs) and trade marks from the start of a trade fair only arises if the Federal Minister for Justice has published an



appropriate notice in the Federal Gazette for a certain trade fair.

## **6 Terms of payment**

### **6.1 Due dates for payment**

The stand rental as notified in the confirmation of admittance/stand rental invoice is to be paid by the dates stated on the invoice/s into one of the accounts of Venus Berlin GmbH stated on the invoice/s giving the customer and invoice numbers. All incidental charges not to be calculated in advance will be invoiced directly after the end of the event. The amounts become due at the invoice date.

### **6.2 Assignment, offset**

The assignment of claims against Venus Berlin GmbH is precluded. It is only permissible to offset claims with undisputed or legally established counterclaims.

### **6.3 Objections to invoices**

Objections concerning invoices can only be considered if they are made in writing to Venus Berlin GmbH within 14 days of invoicing.

### **6.4 Landlord's warrant**

To secure outstanding debts, Venus Berlin GmbH reserves the right to exercise the landlord's warrant and to sell the pledged property by private contract after written notification. Messe Berlin is only liable for damage to the pledged property in case of intent or gross negligence.

## **7 Liability, Insurance**

The liability without fault of Venus Berlin GmbH for initial defects to the rented property (guarantee) is excluded. Venus Berlin GmbH is liable without limit for intent or gross negligence as well as for culpable violation of material contractual obligations. In any other case, the liability of Venus Berlin GmbH for damages which arise as a result of slight negligence on the part of Venus Berlin GmbH or its sub-agents or vicarious agents is excluded. The exhibitor is liable under standard rules. It is recommended to take out exhibitor insurance.

## **8 Withdrawal from the contract**

### **8.1 Withdrawal by the exhibitor**

The stand rental continues to be payable in full if the exhibitor withdraws from the contract without submitting a legal reason for withdrawal or does not participate in the event. We expressly draw attention to Section 22 of the Conditions of Participation. The right to assert further claims is reserved.

### **8.2 Withdrawal by Venus Berlin GmbH**

Venus Berlin GmbH has the right to withdraw in the event of

- a) late payment of the stand rental: full payment of the rental has not been received at the time stated in the invoice(s) and the exhibitor still does not pay after an extension of time granted to him;
- b) non-occupancy of the stand: the stand is not recognisably occupied in good time, i.e. by 24 hours before the official opening at the latest;
- c) violation of house rules: the exhibitor has violated the house rules and not adjusted his behaviour even after a warning;
- d) reasons in the person of the exhibitor: the conditions for granting of admittance in the person of the registered exhibitor no longer exist or reasons subsequently become known to Venus Berlin GmbH whose discovery in good time would have justified non-admittance. This applies in particular in the event of the institution of bankruptcy or composition proceedings, the onset of the exhibitor's inability to pay as well as being suspected of or sentenced due to the distribution of hard pornography in the meaning of Section 184 Para. 3 StGB (German Penal Code). The

exhibitor is to inform Venus Berlin GmbH immediately of the onset of such events. Venus Berlin GmbH may in the above cases assert claims for compensation. Section 8.1 will apply accordingly.

## **9 Acts of God**

### **9.1 Exhibitor**

If the exhibitor cannot participate due to circumstances for which neither he nor Venus Berlin GmbH are responsible and which have their cause in the sphere of the exhibitor, the stand rental shall be reduced by half. Section 8.1 will be applied accordingly.

### **9.2 Cancellation of the event**

If Venus Berlin GmbH cannot hold the event due to a circumstance for which neither he nor the exhibitor are responsible or which was not foreseeable when planning the event, the claim for the stand rental is no longer applicable. Venus Berlin GmbH may, however, charge for costs incurred for work it is entrusted by the exhibitor if the exhibitor does not prove that the result of the work is not in his interest.

### **9.3 Recovery of the event**

Should Venus Berlin GmbH be in a position to carry out the event at a later date, it is to inform the exhibitor of this without delay. The exhibitors have the right to refuse their participation at the altered date within a week of receipt of this notification. In such case, the claim to the stand rental is no longer applicable.

### **9.4 Already commenced event**

If Venus Berlin GmbH has to shorten or call off an already commenced event due to the onset of an act of God, the exhibitor has no claim on refund or reduction of the stand rental.

## **10 Work and exhibitor passes**

### **10.1 Exhibitor passes**

For the duration of the exhibition or trade fair exhibitors receive for themselves and the persons employed by them a limited number of exhibitor passes which entitle the holder to free entry. Further details are specified by the Conditions of Participation. For the duration of set up and dismantling stands the exhibitor will get construction passes for the stuff.

### **10.2 Common conditions**

The passes are issued in name or are to be completed fully and correctly by the holder and thereupon signed in his own hand. They are not transferable and only valid in conjunction with an official pass. In the event of misuse, the pass will be withdrawn and not replaced. In the case of a joint participation, only the nominated exhibitor will receive the necessary passes. Additionally required passes can be obtained at a charge.

## **11 Picture and sound recordings**

Venus Berlin GmbH shall have the right to have produced photographs, drawings and film and video recordings of the happenings at the exhibition and to use them for advertising or press releases without the exhibitor being able to raise objections against this for whatever reasons. The same applies to recordings produced directly by the press or television with the consent of Venus Berlin GmbH.

For the purpose of the VENUS Berlin event, an agreement has been reached with the press and TV companies whereby filming and photography of event happenings, participants, stands and exhibited products at the event is permitted. These recordings are subject to the copyright law regarding works of art and photography (rights to one's own images) and they can be used free of charge for purposes of advertising for and by the VENUS Berlin GmbH. If this is not desired, please inform the organisers.



## 11.1 Press

Representatives of the press will be accredited by Venus Berlin GmbH in the run-up to the Fair. There is no entitlement to accreditation.

All reports, photographs, and sound or film documentation produced by the press shall be presented to Venus Berlin GmbH after publication. By accepting accreditation, the accredited person also agrees to the commercial use of the material. Any legal claim on the part of the originator expires on accreditation.

## 12 Advertising

### 12.1 Scope

Advertising of all kinds is only permitted within the stand rented by the exhibitor or rented advertising space for the exhibitor's own company and only for the exhibits manufactured or marketed by it.

The exhibitor undertakes in this respect to omit within the scope of the trade fair "VENUS", in particular within his stand or other fair appearance, comparative advertisement, i.e. advertisement with reference to or mention of products or services of competitors, in every form, i.e. in writing as well as orally, disregarding whether the comparative advertisement was allowed according to §6 UC (fair trade law).

The exhibitor further undertakes to pay a contract punishment of € 10,000.00 to the organizer for every case of offense against this obligation.

### 12.2 Hire of advertising space

The exhibitor has the opportunity to rent advertising space, which are made from Venus Berlin GmbH in cooperation with MB Capital Services GmbH. The rental rates are based on the particular type and size of the ad space. The charges are shown in the price list for advertising opportunities and sponsorship of Venus Berlin GmbH in the current version. The General Terms of Hire for advertising space by MB Capital Services GmbH (see page 5) apply. Receivables done after invoicing and payment.

### 12.3 Cancellation / Withdrawal

In case of cancellation of the booking or parts of the booking, the respective full rent and all costs incurred up to the time of production and installation costs are accrued. There are also on-time processing fee of € 26.00.

Venus Berlin GmbH and the MB Capital Services GmbH can withdraw from the contract if the customer at the Venus Fair - for whatever reason - does not participate as an exhibitor. The customer in this case remains yet to pay the full rental rates and the successful production and installation services required.

### 12.4 Payment due

The payment due date is shown in the invoice of booking. The customer agrees to meet the payment deadline. If the customer is in default, the Venus Berlin GmbH and MB Capital Services GmbH is entitled to withhold the service booked until full payment.

### 12.5 Print data

The artwork, according to our technical data sheet must be submitted no later than the amount shown on the invoice date. If the customer will not supply the required images up to that time in accordance with our specifications, the timely production and installation can not be guaranteed. The customer still have to pay the full rental rates and the resulting additional costs required.

### 12.6 Credentials

With the acceptance of the Offer the customer agrees that the MB Capital Services GmbH and Messe Berlin GmbH can use pictures of the booked advertising space / advertising opportunities for information, acquisition, advertising and promotional purposes in all media, including the Internet and spatially may use unlimited. The customer ensures that no rights of third parties will be violated and exempts MB

Capital Services GmbH and Messe Berlin GmbH from all claims of third parties. If customer and client are not identical, the client agrees with the acceptance of the offer, that the corresponding aforementioned consent / insurance of customers exist, and exempts the MB Capital Services GmbH and Messe Berlin GmbH from all claims of third parties, including customer.

### 12.7 Approval requirement

Loudspeaker advertising, slide or film presentations as well as show events require the written agreement of Venus Berlin GmbH. The same applies to the use of other machines and installations through which an increased advertising effect is to be achieved by visual or acoustic means. Political advertising is not permitted as a matter of principle.

## 13 Official permits, statutory regulations, technical guidelines

As a matter of principle, the exhibitor is to apply for official approvals. He is responsible for ensuring that GEMA/GÜFA (societies responsible for administering music performing rights and mechanical copyright) regulations as well as trading, public health and other statutory regulations are observed, and in particular the "law on technical equipment". He is also to observe the "Technical Guidelines" in the Exhibitor Service Folder which, in particular, contain provisions on stand construction and design as well as comprehensive safety regulations.

## 14 General regulations

### 14.1 House rules

During the event, the exhibitor is subject to the house rules of Venus Berlin GmbH and Messe Berlin on the full extent of the grounds. The instructions of those employed by them, who are authorised by an official pass, are to be obeyed.

### 14.2 Parking spaces

Requests by the exhibitor for parking space on the exhibition grounds will be considered where possible. There exists no right to a parking space.

### 14.3 Access to the exhibition grounds

During the event, vehicles which have not been issued a permit or parking voucher for the inner grounds do not have the right to enter the inner grounds. Rules on the delivery of goods and similar are included in the Conditions of Participation.

### 14.4 Leaving of the exhibition grounds

Exhibitors and accompanying persons shall vacate the halls and remove their vehicles from the exhibition grounds within one hour of the daily closing time for visitors. Persons who wish to leave the fair with packages must demonstrate to the exit supervision that they are authorised to do this.

### 14.5 Miscellaneous

No animals of any kind may be brought onto the exhibition grounds. Water which is to be used for the treatment of foodstuffs and for the cleaning of articles of daily use which come into direct contact with foodstuffs may only be drawn from hygienic tap sources. The drawing of such water from toilet facilities is prohibited.

A general smoking ban applies to the exhibition grounds (see MB exhibitor service technical guidelines)!

### 14.6 Environmental protection

Exhibitors are obliged to act with conservation of the environment in mind. In this regard, they are also to observe the environmental guidelines of Messe Berlin as contained in the OSC.



## 15 General rules, deadlines

### 15.1 Deadlines

The times for the erection and dismantling of stands are defined by the special Conditions of Participation.

### 15.2 Stand erection, exhibitor service

The OSC contains a number of complete offers for planning, constructing and designing both system and individual stands.

### 15.3 Dismantling of stands

Stands may not be dismantled until after the end of the event. The dismantling time (end of dismantling) is to be strictly adhered to. On expiry of the dismantling time, Venus Berlin GmbH has the right, at the cost of the exhibitor, to undertake or have undertaken the dismantling and transporting away and placing in store of exhibition goods. In such cases, Venus Berlin GmbH accepts no liability for loss or damage to such exhibition goods except in the case of intent or gross negligence and shall be entitled to a right of lien for incurred costs (Section 6.4).

## 16 Stand design

### 16.1 Note of approval

In accordance with the provisions in the special Conditions of Participation, stand construction plans (ground-plan and elevation from which the overall structural heights are also clearly discernible) are to be submitted in duplicate to the Fair Management for the purposes of gaining official approval. Venus Berlin GmbH will pass on these plans for and in the name of the exhibitor to the relevant authorities. Details of the above are contained in the OSC.

### 16.2 Stand appearance

The appearance of the exhibition stand must fit in with the general theme and plan of the fair. Venus Berlin GmbH reserves the right to prohibit any stand which does not meet this criterion or which is inadequately equipped.

### 16.3 Equipment and furnishings during opening hours

The stand is to be properly equipped and furnished and staffed by qualified personnel during the specified opening hours for the entire duration of the fair or exhibition.

On the last day of the fair it is not allowed to begin the stand dismantling before 19h. Venus Berlin GmbH reserves the right to charge a fine of 50 €/m<sup>2</sup> in case of premature dismantling.

### 16.4 Contract penalty

Culpable infringement on the part of the exhibitor against the above regulations (Sections 16.2, 16.3) shall, following fruitless notice of warning, entitle Venus Berlin GmbH to assert an additional contract penalty of € 750 (plus VAT) per day.

## 17 Online Service Center (OSC)

Together with the confirmation of admission, the exhibitor will receive the login dates for the OSC, which contains all valuable information with regard to technical guidelines, technical equipment standards, installations, stand construction, design and equipment/furnishings as well as further exhibition services provided by Expo Messe Service GmbH.

## 18 Stand security, cleaning, waste disposal

General hall supervision is undertaken by Venus Berlin GmbH. Said company accepts no liability for damages except in the case of gross negligence. The exhibitor shall be responsible for the supervision and security of the exhibition stand. Exhibitors are recommended to take out appropriate insurance cover against damage. Valuable, easily removable objects are to be placed under lock and key for the night-time. Private security personnel for surveillance of stands during the

night-time may only be employed subject to written agreement with Venus Berlin GmbH.

Venus Berlin GmbH ensures the general cleaning of the exhibition grounds and of the hall gangways. Exhibitors shall be responsible for the cleaning of the stands. This must be completed daily before the event's opening time.

**Cleaning** The fine cleaning of the exhibition stands is the responsibility of exhibitors themselves. Should an exhibitor wish to outsource the cleaning of a stand, this shall be done through the officially contracted company.

The following company is responsible for waste disposal:

Innotec service GmbH, Lahnstr. 31, 12055 Berlin Tel.: +49-30-689757211, Fax: +49-30-6897572
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The exhibitor and/or the stand builder employed by the exhibitor is responsible for the disposal of waste created by the exhibitor. This shall be done in compliance with the environmental guidelines contained in the OSC.

## 19 Technical installations

The supply of electricity, water, gas and telephone as well as other services in the hall will be regularly implemented by companies authorised to do so by Messe Berlin. Relevant details are regulated in the Conditions of Participation.

## 20 Photography

During the daily opening hours the production of photographs, film and video recordings may only be commissioned from photographers or film and video production companies approved by Venus Berlin GmbH and bearing a corresponding pass. This shall also apply before commencement and after the end of the daily opening hours. The access of other photographers or production companies to the exhibition grounds is prohibited. Relevant information can be obtained from Venus Berlin GmbH.

## 21 Catering

Catering subject to payment shall in all cases be effected via Capital Catering GmbH, Messedamm 22, D-14055 Berlin, Tel.: +49-30-30382901.

## 22 Final provisions

### 22.1 Written form

Deviations from the provisions of this Agreement (Section 1.2) as well as from collateral agreements require written confirmation by **Venus Berlin** in order to be legally binding.

### 22.2 German law

The mutual rights and obligations arising from and caused by this contractual relationship shall be subject to the law of the Federal Republic of Germany.

### 22.3 Place of fulfilment and jurisdiction

Place of fulfilment is Berlin-Charlottenburg, Germany. This shall also be the place of jurisdiction in so far as the exhibitor is a merchant who is registered in the German Commercial Register or who is a legal person under public law or who does not have a general place of jurisdiction within the Federal Republic of Germany.

### 22.4 Statutory limitation

Claims made by the exhibitor against Venus Berlin GmbH shall become statute-barred in six months in so far as this is not contrary to statutory provisions of law.

### 22.5 Separability clause

Should any provision or provisions of this Agreement be or become void or illegal, the validity of the remaining provisions shall in no way be affected. Any such void and/or illegal provision shall be amended so that its intended sense and purpose is achieved.



# General Terms and Conditions of Hire and Business for Advertising Space of MB Capital Services GmbH

## 1. Conclusion of the Contract

Orders are only binding after written confirmation by MB Capital Services GmbH (CSG).

## 2. Scope of Supply and Services

The hire is the remuneration for the permit to put up or set up and/ or use advertising facilities at further defined positions. Costs for production, preparation, installation and/ or dismantling of the advertisement boards or posters are not included.

No competition clause can be granted.

## 3. Installation of the Advertising Media

For reasons of technical security, liability of damage and the time limit of the fair organiser all advertising facilities/ advertising spaces let in the area of the fair are exclusively installed and dismantled by CSG or a company entrusted by it. The costs for installation and dismantling will be charged separately.

## 4. Production of the Advertising Media

For reasons of technical security, liability of damage and the time limit of the fair organiser all advertising facilities/ advertising spaces let in the area of the fair are exclusively produced/ printed by CSG or a company entrusted by it. The costs for production will be charged separately.

In order to ensure the completion of the advertising spaces in time, the client has to deliver the layouts/ the artwork to CSG by the date fixed in the contract. No action shall lie against CSG if the required data files are not provided until the fixed date or do not conform to the technical specifications. The client is still obligated to pay the whole corresponding hire charges as well as all incidental costs.

CSG is authorised to assign other companies with the production and the installation/ dismantling.

Within three days after the end of the event the advertising spaces have to be collected by the client, if he does not want CSG to recycle them.

## 5. Advertising Agents

Advertising agents/ space brokers are required to observe the actual pricelists of CSG in all offers, contracts and invoices affecting advertising clients.

## 6. Terms of Payment

Invoices will be issued by CSG after conclusion of the contract. The payment of the invoice amount must be effected without any discount on a bank account of CSG within 14 days after billing date, unless CSG has fixed another due date in written form. Cash discount deduction needs explicit acceptance of CSG.

## 7. Cancellation of the Contract

CSG has the right of withdrawal if the credit-worthiness of the client can reasonably be doubted or if the content and the form of the order violate the general principles of CSG (e.g. immoral contents). Any claim for damages from the client against CSG is excluded.

The client as well as CSG can withdraw from the contract if a certain period has been fixed for this and if the withdrawal is declared within this period in written form. If the client cancels the contract after this fixed period, he is still bound to pay the whole stipulated hire charge as well as all accrued incidental costs.

## 8. Impairment of Performance

If the installation of advertising spaces is impossible due to Acts of God or if advertising spaces are destroyed or extremely damaged so that they cannot be used anymore before expiration of half of the exhibition time, the client is no longer obliged to pay the hire charge. Further claims – especially claims for damages – are excluded. Acts of God are amongst others for example strikes and necessary maintenance work. A paltry interference of the advertisement space rented, e.g. caused by stand installation, clusters of trees, scaffoldings etc., does not entitle to reduce the hire charge.

Should the order be filled faulty, the client can demand removal of the fault or, if that is not possible, a reduction of the hire charge. This does only apply for considerable faults. Any further claims of compensation from the client against CSG are excluded.

Complaints must be told in writing to CSG not later than 30 days after execution of the order, otherwise claims expire automatically. Minor errors occurring during execution of the contract are not permissible grounds for granting a discount, in cases of errors occurring in performance of an order, the client is not entitled to withhold payment for any other order. Set-off of payment is only permissible if the client's claim for offset is undisputed or legally enforceable.

## 9. Liability

The client may use the advertisements only in his favour - without mentioning other companies. The client is responsible for the contents of the advertisement and for all other information. Exclusively the client has to clarify questions regarding competition, trade marks, authors or names prior to the placement of the order. In case of resort by a third party, only the client is held liable and obliges himself to discharge CSG from claims of third parties.

Furthermore, the client discharges CSG from possible claims of third parties which are enforced against CSG due to violation of third party rights or due to unlawful behaviour or behaviour contrary to contract by the client.

## 10. Final Clauses

Additional agreements must be confirmed in writing for validity. The contract is made in Berlin and is subject to Federal German Law at the courts in Berlin. For non-traders, this place of jurisdiction applies only for legal dunning proceedings.

The client expressly declares that he has read and understood the conditions above and accepts them by his signature on the contract.

Should single items of this contract be or become without legal force, the validity of the rest of the contract is not touched. The ineffective regulation or the regulation which became ineffective is substituted by this regulation of the 'HGB' or 'BGB' which comes closest to the intention of the ineffective regulation or the regulation which became ineffective.

MB Capital Services GmbH, Thüringer Allee 12, 14052 Berlin  
HRG Amtsgericht Charlottenburg HRB 65470 B  
Board of Management: Manfred Gleich, Wilfried Wartenberg

