

General terms and conditions MeLa 2019



1. Registration

1.1 Application for exhibition stand

The application for participation in a trade fair or exhibition (event) is done with the form "application". The form has to be completed carefully. It has to be signed with a legally binding signature. The application is an irrevocable commitment by the exhibitor to MAZ Messe- und Ausstellungszentrum Mühlengiez GmbH and is effectual until the beginning of the event.

1.2 Contract content

Essential components of the contract are

- a) Application form,
- b) Special terms for participation,
- c) Rules incorporated in the Exhibitor Service Manual (Aussteller-Service-Mappe),
- d) General terms and conditions.

In case of non-agreement regulations apply in order given above.

1.3 Acceptance of contract conditions

With signature of the application form the exhibitor accepts the terms and conditions of participation (see article 1.2) as well as the regulations included in the Exhibitor Service Manual. The exhibitor ensures that all employees at the event receive the complete contract.

2. Co-exhibitors

Participation of collective/cooperative exhibitors is notifiable and has to be announced to the organizer in writing with the appropriate form. If several exhibitors want to lease exhibition space together they have to appoint an authorized representative (main exhibitor). MAZ Messe- und Ausstellungszentrum Mühlengiez GmbH will only negotiate with the main exhibitor. The authorized representative is liable for any violations by the co-exhibitors as well as for his own actions. The participating exhibitors are liable as joint debtors to MAZ Messe- und Ausstellungszentrum Mühlengiez GmbH.

3. Conclusion of contract

3.1 Confirmation of order

Acceptance of registration is the decision of MAZ Messe- und Ausstellungszentrum Mühlengiez GmbH and will be disclosed by the use of a written confirmation order (acceptance of the exhibitor and its exhibition goods)

3.2 Limitation of exhibitors and exhibition goods

MAZ Messe- und Ausstellungszentrum Mühlengiez GmbH is authorized to refuse participation of individual exhibitors when there are factual and justifiable reasons. In particular, when the available space is limited or a thematic affiliation is missing, as well as limiting the event to specific exhibitor groups, if this is necessary to promote the purpose of the event. The same applies to the exhibition goods.

3.3 Application deviations

When MAZ Messe- und Ausstellungszentrum Mühlengiez GmbH accepts the application for the exhibition space or the exhibition goods with extensions, limitations or other changes MAZ Messe- und Ausstellungszentrum Mühlengiez GmbH is bound to the amended contract for 2 weeks.

4. Space allocation

4.1 Principle

MAZ Messe- und Ausstellungszentrum Mühlengiez GmbH allocates stands considering the theme and classification of each event as well as the available space. Special requests will be considered if possible.

4.2 Changes of neighbouring stands

The exhibitor has to accept that locations of other exhibition stands may change from the time of acceptance to the beginning of the exhibition. Claim for compensation is out of question on both sides.

4.3 Exchange, allocation to third parties

Exchanging allocated stand space with another exhibitor as well as partially or completely entrusting it to a third party without proper agreement of MAZ Messe- und Ausstellungszentrum Mühlengiez GmbH is not permitted.

5. Exhibition goods

5.1 Removal, exchange

Only the goods agreed upon may be exhibited. They may only be removed from the designated area in agreement with MAZ Messe- und Ausstellungsservice Mühlengiez GmbH. Exchanges may only be made with written permission of MAZ Messe- und Ausstellungszentrum Mühlengiez GmbH. Times for exchanges of exhibition goods can be found in the Exhibitors Service Manual.

5.2 Exclusion

MAZ Messe- und Ausstellungszentrum Mühlengiez GmbH may request that exhibition goods that are not included in the contract, goods that are irritating or that prove to be dangerous, or goods that do not promote the purpose of the event will be removed. Should the request not be fulfilled MAZ Messe- und Ausstellungszentrum Mühlengiez GmbH will remove the goods with judicial assistance at the expense of the exhibitor.

5.3 Direct sale

Direct sale is permitted. The price of the exhibited goods has to be clearly labelled. In particular, the exhibitor has to acquire and abide the commercial and health permits. Details are described in the Exhibitor Service Manual.

5.4 Intellectual property rights

The exhibitor has to guarantee copy rights and other commercial property rights on exhibited goods. Six months of protection on trademarks and registered patent entries are only valid at the beginning of an exhibition if the Federal Minister of Justice has made a public announcement in the Federal Law Gazette for a specific exhibition.

6. Conditions of payment

6.1 Settlement date

Space rent, according to the confirmation order has to be paid, stating customer and invoice number, until the dates which are given in the special terms for participation, to MAZ Messe- und Ausstellungszentrum Mühlengiez GmbH accounts which are listed on the invoice. The sum is due when the invoice is issued. The closing invoice is issued following the end of the event.

6.2 Subrogation, setting off

Subrogation against MAZ Messe- und Ausstellungszentrum Mühlengiez GmbH is excluded. Setting off claims is only permitted if the counter claims are indisputable or legal.

6.3 Complaints

Objections to the invoice can only be considered if they were given to MAZ Messe- und Ausstellungszentrum Mühlengiez GmbH in written form within 14 days after the invoice has been issued.

6.4 Lessor's lien

To ensure its requirements MAZ Messe- und Ausstellungszentrum Mühlengiez GmbH reserves the right of lessor's lien and can sell the pledged property freehand after a written announcement. MAZ Messe- und Ausstellungszentrum Mühlengiez GmbH is only liable for any damages done to the pledged property in case of deliberate intention or gross negligence.

7. Liability, Insurance

7.1 MAZ Messe- und Ausstellungszentrum Mühlengiez GmbH is liable to full extent for damages that have been caused by deliberate act or gross negligence by MAZ Messe- und Ausstellungszentrum Mühlengiez GmbH or its authorized representatives or managing staff.

7.2 Messe- und Ausstellungszentrum Mühlengiez GmbH is liable on the merits for damages caused by vicarious agents acting gross negligently. Liability extent is limited for such damages and when caused, they must be calculated typical for the present contract.

7.3 MAZ Messe- und Ausstellungszentrum Mühlengiez GmbH is liable on the merits of any essential contractual obligation infringement. Essential contractual obligations are those which must be adhered to having particular importance for the attainment of the contractual purpose (cardinal obligations).

When violation of cardinal obligations is given – if it is no case as described in clause 7.1 - liability extent is limited for such damages to the development that is typical for contracts of this kind.

7.4 Limitations of liability according to paragraph 1 to 3 do not apply to liability for non-fulfilled warranted features, to liability according to the Product Liability Law and to claims arising from injury to life, bodily injury or health.

7.5 MAZ Messe- und Ausstellungszentrum Mühlengiez GmbH is not strictly liable for initial shortcomings of the rental property (warranty liability).

7.6 The exhibitor is liable according to the legal regulations. Moreover the exhibitor is liable for damages which are caused by his exhibits (e. g. overturned marquees or exhibits). It is recommended to make an insurance for exhibitors. Details can be found in the Exhibitor Service Manual.

8. Cancellation, non-attendance of the exhibitor, withdrawal of MAZ Messe- und Ausstellungszentrum Mühlengiez GmbH

8.1 Cancellation, non-attendance of the exhibitor

Space rent has also to be paid in full when the exhibitor has cancelled its participation or does not attend without cancellation. If the exhibitor cancels its participation and the space can be rented otherwise MAZ Messe- und Ausstellungszentrum Mühlengiez GmbH reserves the right to invoice the initial exhibitor with 25% of cost sharing of the total rent price. The full space rent has to be paid if the space agreed upon is rented out by MAZ Messe- und Ausstellungszentrum Mühlengiez GmbH, but either the total space area is reduced or the rent price is reduced due to the cancellation/non-attendance. The exhibitor has to present proof that these costs or not in this amount were not incurred by MAZ Messe- und Ausstellungszentrum Mühlengiez GmbH. The right to assert further claims is reserved by MAZ Messe- und Ausstellungszentrum Mühlengiez GmbH. Assertion of further claims is reserved. The use of all MeLa related documents (e. g. advertising materials, invitations, exhibition passes etc.) is reserved to exhibitors of the

MeLa 2019. Already handed out documents cannot be used anymore and have to be returned to MAZ Messe- und Ausstellungszentrum Mühlengiez GmbH before the MeLa 2019 takes place.

8.2 Withdrawal by Messe- und Ausstellungszentrum Mühlengiez GmbH

MAZ Messe- und Ausstellungszentrum Mühlengiez GmbH has the right to withdraw when

- a) The complete rent payment has not been received by the date stipulated in the invoice and the exhibitor has not effected payment within the additional respite;
- b) The rented space is not visibly occupied at least 24 hours before the official opening;
- c) The exhibitor violates the domiciliary right and does not refrain from behaviour after a warning;
- d) The requirements for participation are no longer fulfilled or facts become known which, if would be known in time, would have lead to non-admission, to MAZ Messe- und Ausstellungszentrum Mühlengiez GmbH, afterwards. This applies in particular, if an application for bankruptcy and insolvency proceedings has been made as well as illiquidity of the exhibitor. The exhibitor has to inform MAZ Messe- und Ausstellungszentrum Mühlengiez GmbH about the occurrence of such events immediately.

Messe- und Ausstellungszentrum Mühlengiez GmbH is authorised to claim compensations in the cases mentioned above. Clause 8.1 applies.

9. Force majeure

9.1 Event cancellation

If MAZ Messe- und Ausstellungszentrum Mühlengiez GmbH is hindered to hold the event for reasons neither them nor the exhibitor is responsible for, the space rent is no longer applicable. However MAZ Messe- und Ausstellungszentrum Mühlengiez GmbH can invoice the exhibitor for commissioned work and the costs incurred if the exhibitor does not show evidence that the results of the work are not of interest for the exhibitor.

9.2 Rescheduling the event

Should MAZ Messe- und Ausstellungszentrum Mühlengiez GmbH be able to reschedule and carry out the event, the exhibitor will be informed immediately. The exhibitors have the right to cancel participation within two weeks after being notified of the new scheduled date. The space rent does not apply in this case.

9.3 Commenced event

If the MAZ Messe- und Ausstellungszentrum Mühlengiez GmbH has to shorten or cancel an event that has already begun due to cases of force majeure, the exhibitor has no right to receive a refund for space rent or a discount.

10. Exhibitor passes

10.1 Exhibitor passes

For the period of the exhibition or trade fair exhibitors receive a limited amount of exhibitor passes which allow free entrance for each attending staff member. Conditions are stated in the Exhibitor Service Manual

10.2 Common rules

The exhibitor passes are issued by company. They are transferable as written in Exhibitor Service Manual. Additional passes are available for extra costs.

11. Photographing, audio recordings

MAZ Messe- und Ausstellungszentrum Mühlengiez GmbH has the right to photograph, draw, film and make video recordings of the course of the exhibition, exhibition constructions and stands, and exhibited ob-

jects to use them for advertising or press releases, without any objection from the exhibitor for any reasons. This also applies to recordings made by the press or television in agreement with MAZ Messe- und Ausstellungs-zentrum Mühlengiez GmbH.

12. Advertising

12.1 Extent

Advertisement of any character is only permitted by the exhibitor on his/her own space rented for its own company and only of its manufactured or sold exhibited products.

12.2 Authorization requirement

Advertisements via loudspeakers, slides, movies or a show (party at a stand) have to be agreed upon in written form with MAZ Messe- und Ausstellungs-zentrum Mühlengiez GmbH. This also applies to using other equipment and setups in an optical and acoustical manner to achieve enhanced advertisement.

The use of model airplanes capable of video recording and capable of taking pictures, in particular drones, multi or quadro-copters, is prohibited on the whole exhibition area as well as on the parking bays belonging to the trade fair. Exceptions need a written approval by MAZ Messe- und Ausstellungs-zentrum Mühlengiez GmbH

Political advertising is strictly prohibited.

13. Official authorization, legal regulations, technical guidelines

The exhibitor is responsible to attain official authorizations. The exhibitor is responsible to adhere to the regulations stipulated by the GEMA as well as commercial, police, health and any other legal regulations, in particular the „Gesetz über technische Arbeitsmittel“(Technical Safety Device). Furthermore the exhibitor has to observe the “Technical guidelines“ given in the Exhibitor Service Manual including particular regulations on stand construction and stand design as well as extensive safety regulations

14. Ordinary clause

14.1 Domiciliary right

The exhibitor is subject to the domiciliary right of MAZ Messe- und Ausstellungs-zentrum Mühlengiez GmbH during the event and on the entire premises. The directives have to be observed exercised by the staff in the possession of a service certificate. It applies the house rule (see Exhibitor Service Manual)

14.2 Parking

Parking on the exhibition premises is not allowed for vehicles without permission.

14.3 Access to the exhibition premises

Vehicles without permission do not have access to the inner premises during the event. The delivery of goods and something similar are stipulated in the participation regulations.

14.4 Leaving the premises

Exhibitors and staff have to leave the premises within an hour after the daily visitor closing times and have to remove any vehicles from the premises. Except for exhibitors who deliver goods to the stand, in which case the regulations of the Exhibitor Service Manual are applied.

Persons leaving the exhibition grounds with packages need to show their authorization at the exit control.

14.5 Miscellaneous

Dogs are strictly prohibited in the exhibition and animal halls. Water required for foodstuff and the cleansing of material and articles that

come directly into contact with foodstuffs may only be taken from hygienic tap locations Taking water from the toilet rooms for this purpose is prohibited.

Spending the night on the exhibition area is prohibited. Exceptions need the written approval of MAZ Messe- und Ausstellungs-zentrum Mühlengiez GmbH.

14.6 Environmental protection

The exhibitor is responsible to act environmentally friendly. The exhibitor has to observe the regulations from MAZ Messe- und Ausstellungs-zentrum Mühlengiez GmbH which are stated in the Exhibitor Service Manual.

15. General regulations, dates and times

15.1 Dates and times

Assembly and dismantling times are stated in the special terms for participation.

15.2 Assembly, Exhibitor service

For planning, construction and design of stands the Exhibitor Service Manual contains the service offer of the partner companies of MAZ Messe- und Ausstellungs-zentrum Mühlengiez GmbH.

15.3 Dismantling

The stands may be cleared only after the event has ended. The duration of dismantling has to be observed. After the end of this period MAZ Messe- und Ausstellungs-zentrum Mühlengiez GmbH is authorized to dismantle, transport, store or have dismantled, transported or stored exhibition goods at the cost of the exhibitor. MAZ Messe- und Ausstellungs-zentrum Mühlengiez GmbH is only liable for loss or damage to exhibition goods if executed deliberately or in gross negligence. Lien is implemented for any costs incurred (clause 6.4).

16. Stand design

16.1 Authorization comment

Based on the fact that the technical guidelines of arrangement and execution of the stand are followed, it is not necessary to submit drawings to get permission for one-story stands. Multi-story stands are not permitted. All other stand constructions, mobile stands and special constructions are subject to authorization. Construction plans (floor plan and view) have to be submitted in duplicate to MAZ Messe- und Ausstellungs-zentrum Mühlengiez GmbH for authorization. Details are included in the Exhibitor Service Manual.

16.2 Appearance

The exhibition stand has to fit into the overall plan of the exhibition. Messe- und Ausstellungs-zentrum Mühlengiez GmbH reserves the right to prohibit or to rework any improper or inadequate construction. Costs have to be paid by the exhibitor

16.3 Equipping during opening hours

The stand has to be properly equipped and professionally staffed during the complete duration of the exhibition and the fixed opening hours.

16.4 Contractual penalty

When the exhibitor intentionally violates the above-mentioned rules MAZ Messe- und Ausstellungs-zentrum Mühlengiez GmbH can implement a penalty of 500,00 € per day if the exhibitor continued violation after a dissuasion.

17. Exhibitor Service Manual

Each exhibitor receives an Exhibitor Service Manual, which contains essential information and necessary forms regarding technical fitting standards, installations, construction, design, fittings as well as further exhibition services offered by MAZ Messe- und Ausstellungs-zentrum

Mühlengeez GmbH, insurance, PR, MeLa-Guide, hotel reservations and other services.

18. General security, cleaning

a) Security patrols of the halls and the outside grounds are performed by MAZ Messe- und Ausstellungszentrum Mühlengeez GmbH. It is liable only for damages resulting from gross negligence. The exhibitor is responsible for security at the stand. It is recommended to take out appropriate insurance to cover any damages. Valuable objects which are easy to carry have to be locked away during the night. Private security personnel can only be implemented with a written agreement by MAZ Messe- und Ausstellungszentrum Mühlengeez GmbH.

b) MAZ Messe- und Ausstellungszentrum Mühlengeez GmbH is responsible for general cleaning of the premises and hall corridors. The exhibitor is responsible for stand cleaning and has to be finished by the opening of the event every day.

c) Stand cleaning and security personnel may only be assigned from the contracted companies of MAZ Messe- und Ausstellungszentrum Mühlengeez GmbH.

d) The exhibitor or the assigned stand builder is responsible for the disposal of any caused waste. The exhibitor has to observe the regulations for environmental protection which can be found in the Exhibitor Service Manual.

19. Technical Installations

Electricity, water and telephones as well as other services in the halls and on the outside grounds are provided by authorized partners of MAZ Messe- und Ausstellungszentrum Mühlengeez GmbH. Details are stated in the Special Terms for Participation.

20. Photographing

Photographs, film or video recordings made for exhibitors shall only be made during daily opening hours and only by certified photographers or film and video production companies with permission from MAZ Messe- und Ausstellungszentrum Mühlengeez GmbH. Before opening and after closing only these authorized personnel has access to the exhibition grounds on all days of the event. Other photographers and production companies have no access to the exhibition premises.

21. Gastronomic provision

Gastronomic provision is only assigned to the authorized partners of MAZ Messe- und Ausstellungszentrum Mühlengeez GmbH.

22. Data protection regulations

We collect, use and process your personal data for the purposes of substantiating, fulfilling and processing your contract with MAZ Messe- und Ausstellungszentrum Mühlengeez GmbH as well as for market research. In order to fulfil our contractual obligations, it is necessary to forward some of your information to MAZ Messe- und Ausstellungszentrum Mühlengeez GmbH subsidiaries and partner companies that process the data on our behalf.

If you have authorised us to do so, we share your information with the affiliated enterprises and official partner companies to enable them to offer you their own supplementary services or other similar services. This information is also made available to official MAZ Messe- und Ausstellungszentrum Mühlengeez GmbH foreign representatives and partner companies outside of Germany.

Your information is used in accordance with legal stipulations and only for the defined purposes. Any declaration of consent you have provided to MAZ Messe- und Ausstellungszentrum Mühlengeez GmbH can be withdrawn at any time.

23. Conclusion

23.1 Written form

Deviations to the content of the contract (clause 1.2) as well as secondary agreements are only binding if they have been confirmed in writing by MAZ Messe- und Ausstellungszentrum Mühlengeez GmbH.

23.2 German Law

The mutual rights and responsibilities deriving from this contract agreement and the reason of this contract are subject to German Law.

23.3 Place of jurisdiction

Place of performance is Mühlengeez (Güstrow), Germany. If the defendant is a merchant or a corporate body under public law or if the defendant has no general domestic place of jurisdiction then choice of jurisdiction of the prosecutor is Rostock or the general place of jurisdiction of the defendant.

23.4 Statute of limitations

Claims made by the exhibitor to MAZ Messe- und Ausstellungszentrum Mühlengeez GmbH underlie the statute of limitations in 6 months as long as no imperative legal regulations override this regulation.

23.5 Severability clause

Should individual terms of this terms of Participation be invalid, the remaining terms remain valid. The invalid term will be modified in an appropriate way to achieve the intended purpose.