

# General Terms and Conditions for Participating in Exhibitions Supplementing Conferences of IPM AG (GTC)

## 1 Organizer

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Organizer and issuer of the general terms and conditions is the

IPM AG  
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(in the following referred to as “organizer”).

The organizer conducts conferences with supplementing exhibitions. He is entitled to transfer to third parties rights and duties resulting partially or entirely from the contractual relationship between the exhibitor and the organizer.

Solely these general terms and conditions apply as well as all other conditions included by the organizer, such as special conditions of participation and if applicable, technical conditions for the respective exhibitions. Deviating terms and conditions on the part of the exhibitors are not acknowledged.

## 2 Offer, Conference/Exhibition Theme, Exhibitors, Co-exhibitors

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### 2.1 Offer

The organizer offers the exhibitor exhibition space for rent. Furthermore, the organizer or third parties commissioned by him may perform additional services, such as the renting of standard structures, furniture, exhibition stand constructions, sponsoring and advertising activities.

### 2.2 Conference/Exhibition Theme

The theme of the conference/exhibition is adequately specified in the special conditions of participation.

### 2.3 Exhibitors, Admittance of Companies and Exhibitors

All domestic and foreign producers and service companies as well as firms which are authorized by a producer plant to represent their products are eligible for admittance. All exhibits must correspond with the index

of products and services issued by the organizer for this exhibition or correspond to the theme of the conference/exhibition and must be specified in the registration (which at the same time serves an application for admittance). Similarly, the exhibition stand must be approved of by the organizer in compliance with subparagraph 4. Other exhibits than those registered with and approved of by the organizer may not be exhibited. The organizer decides about the admittance of companies, co-exhibitors, additionally represented companies and exhibits (see subparagraph 2.4). There is no legal entitlement to admittance. Organizers of joint exhibitions stands do not count as exhibitors. For each joint exhibition stand one participant has to submit a registration, listing the other participants at the joint exhibition stand as co-exhibitors.

### 2.4 Co-exhibitors and additionally represented companies

The admittance of co-exhibitors and additionally represented companies (including associated companies such as subsidiaries or affiliated companies) must be requested in writing. For every co-exhibitor and every additionally represented company an additional fee has to be paid.

## 3 Registration

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The registration for an exhibition supplementing a conference and ordering of further services must be conducted via the registration forms or the website of the organizer while acknowledging the general and specific terms and conditions and, where it applies, the technical conditions.

The exhibits are to be described, including measurements and weight when it comes to machinery, and listed in detail. At the organizer's request product descriptions are to be provided. The registration is put into effect upon receipt of the registration on the side of the organizer and binding until the organizer's notification regarding admittance or non-admittance.

## 4 Admittance, Realization of the Contract

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The organizer decides, where it applies following a clarifying conversation, about the acceptance of the

registration and the admittance of the exhibitor. The admission as an exhibitor is confirmed by the organizer in writing. With sending of the confirmation, the exhibition contract as well as the agreement upon further services becomes legally binding. In case the content of the admittance confirmation (for example exhibition space, layout plans) differ from the content of the registration, the contract will come into force according to the content of the admittance confirmation, except in the case of the exhibitor objecting in writing within two weeks. The organizer is allowed to withdraw the admittance if it was granted on the basis of wrongful declarations or premises.

## **5 Terms of Payment**

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Admission to the conference requires compliance with the payment terms stated in the Special Conditions of Participation of the respective conference/exhibition. Prior and complete payment of the invoiced fees is a condition for obtaining the exhibition space, for catalogue entry and receiving the exhibitor passes. All invoices issued in connection with the event by the organizer or a third party commissioned by the organizer need to be paid to the account stated in the invoice without any deductions, free of charges and in Euros, stating the invoice number.

## **6 Termination of the Contract**

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### **6.1 Organizer's Right of Termination of the Contract**

In case the exhibitor does not make the contractually agreed upon payments, the organizer has the right to terminate the contract if he issued an appropriate period of time to which the exhibitor failed to react. In case of § 323 paragraph 2 of the German Civil Code the setting of a deadline is superfluous. The organizer may also terminate the contract if the exhibitor violates his contractual duties regarding the rights, legal interests and interests of the organizer and adherence to the contract can not be deemed acceptable to the organizer. In all previously mentioned cases of termination of the contract by the organizer, he is allowed to demand the agreed upon payments as compensation from the exhibitor in their entirety. The exhibitor may demand a reduction of this compensation amount if he proves that the organizer suffered a smaller loss than the amount demanded by the organizer.

### **6.2 Termination by the Exhibitor**

After the admittance of the exhibitor to the event and the coming into force of the contract, a termination of the contract or a reduction of the allocated exhibition space on the part of the exhibitor is generally not possible, except the reason for termination is a grossly negligent or premeditated action by the exhibitor. The same holds for possible additionally agreed upon services. Should the exhibitor cancel his participation in the event, the organizer

has the right to use the exhibition space rented to the exhibitor in a different manner. This holds regardless of whether the exhibitor has a right to terminate the contract or not. An exhibitor who cancels his participation in the event without having a right to terminate the contract has to make all the agreed upon payments to the organizer, in case the allocated exhibition space is not rented by a different party at the time of the event.

This also holds in case the organizer has used the exhibition space in a different manner. In this case, however, the organizer must allow for the value of the saved expenses as well as those advantages he received from the alternative use of the exhibition space. Further agreements regarding the right to terminate the contract by the exhibitor may result from the special requirements of participation of the event.

## **7 Force Majeure, Cancellation of the Event**

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In case the conference and the associated exhibition are cancelled due to force majeure or due to other reasons not caused by the organizer or the execution of the event can not be deemed acceptable to the organizer and the organizer cancels the event for one of these reasons, every party bears the incurred costs up to that point by themselves. The organizer is not liable for damages or disadvantages suffered by the exhibitor. In case the organizer made advance payments which should be paid by the exhibitor according to the general terms and conditions, the special conditions of participation or other contractual agreements, the exhibitor is to bear these costs. In case the organizer has to clear the location of the event temporarily or for longer periods of time or to shorten or postpone the event due to force majeure or other reasons not caused by the organizer, this does not result in a right to terminate the contract or a right of cancellation and no other claims, especially no claim for compensation on part of the exhibitor against the organizer.

## **8 Liability, Exemption, Prescription, Offsetting**

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### **8.1 Liability of the Organizer**

Claims for compensation and claims for reimbursement of expenses of the exhibitor (in the following referred to as claims) are ruled out. This does not hold in case the organizer is liable by law, especially in case of malice, gross negligence, violation of life, body or health or in case of violation of essential contractual obligations. However, the claim for the violation of essential contractual obligations is restricted to damages foreseeable and typical for the contract, as long as it is not a case of premeditation or gross negligence; this limitation of liability only holds against companies, corporate bodies under public law, and special funds under public law.

In particular the organizer is not liable for damages to and losses of items, stand equipment, and constructions brought in by the exhibitor, towards exhibitors which are companies, corporate bodies under public law, and special funds under public law, regardless of when these damages or losses occurred. The same holds for vehicles parked on the exhibition premises by exhibitors and their employees. A reversal of the burden of proof to the detriment of the exhibitor does not involve the aforementioned regulations.

### **8.2 Liability of the Exhibitor, Obligation of the Exhibitor to Provide Insurance Protection**

The exhibitor is liable for all damages caused by him, his employees, his representatives or culpably caused damages. The exhibitor is particularly liable for all damages caused by the violation of the incumbent due diligence; especially when supply lines, discharge lines, toilet and heating systems, electricity lines, etc. are handled inappropriately. The exhibitor has to ensure that visitors and third parties in his exhibition space do not cause damages or harm people. The exhibitor is liable for all damages to persons or property which are caused by inadequate supervision on part of the exhibitor in relation to the event. The exhibitor is liable for all damages to all buildings, halls, and furnishings, caused by the exhibitor, his employees, his agents or commissioners. The exhibitor is also liable for all damages to window glasses, glasses of doors, and display windows caused by him, his employees, his agents or commissioners and their employees, except in cases of premeditation and gross negligence by the organizer or his agents. The exhibitor is liable for all damages resulting from the activation of technical appliances brought in by the exhibitor, as long as the damages are not the result of premeditation or gross negligence of the organizer or his agents. The exhibitor has to ask the organizer and the persons responsible for the event location about the maximum weight the hall floor is able to carry, especially at focal points, before erecting machines, apparatuses, and other constructions and adhere to these maximum weight limits.

Every exhibitor must insure against the aforementioned risks in an appropriate amount with an insurance company licensed in the European Union and make all the necessary payments on time.

### **8.3 Responsibility for Legal Admissibility, Especially Regarding Antitrust Regulations, and Admissibility Regarding Trade Mark Rights; Indemnity Against Liability**

The exhibitor is solely responsible for the legal admissibility of the data, pictures, etc. as well as advertisements published in a potential index of exhibitors, a possible exhibition catalog, and a possible internet databank, especially with regards to antitrust regulations, as well as for ensuring that no industrial property rights

(for example trade mark rights, copyrights) of third parties are being violated.

Should a third party assert a claim to the organizer due to legal or antitrust violations or the violation of industrial protective rights regarding an advertisement or other published data, the exhibitor releases the organizer of any such claims and obligations, including the costs of any necessary legal defense. The exhibitor is also obliged to this release in the case of the claim resulting from an advertisement or other published data of one of the exhibitor's co-exhibitors or an additionally represented company represented at the exhibitor's joint exhibition stand. The organizer is obliged to immediately inform the exhibitor of any such claims on part of a third party against the organizer and to coordinate the legal defense with the exhibitor.

### **8.4 Claims of the Exhibitor, Prescription**

Claims of the exhibitor against the organizer resulting from the contractual agreement and all claims relating to it must be asserted in writing to the organizer within 10 days after the end of the event.

Should shortcomings or disruptions occur during the event they have to be brought to the attention of the organizer immediately. Should this not be the case, claims to the organizer are ruled out. This does not hold for claims regarding the violation of life, body or health as well as delictual claims, fraud, and culpable impossibility. Claims of the exhibitor prescribe after three months, except the organizer's liability results from premeditated actions. In this case as well as in the case of claims regarding the violation of life, body or health as well as delictual claims, fraud, and culpable impossibility, the regular prescription holds.

### **8.5 Offsetting, Retention**

The exhibitor only has the rights of offsetting or retention towards the organizer in case his claims have been determined as legally valid, are undisputed or recognized by the organizer.

## **9 Householder's Right, Exclusion from Future Exhibitions in Case of Violation of the Terms of Participation**

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### **9.1 Householder's Right**

The organizer has the householder's right during the entire course of the event, including the erection and removal phase, and may exercise this right towards anybody at any time. The organizer's and his agents' instructions must be obeyed.

## 9.2 Exclusion of Participants

The organizer has the right to exclude exhibitors from future events, in case they violate the general terms and conditions or the special conditions of participation of the respective event despite a notification by the organizer, notwithstanding all other rights.

## 10 Taking Photographs, Filming, Videography, Sketching

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### 10.1 Legitimation

Filming, taking photographs as well as sketching and videography are only allowed to persons which have been authorized to do so by the organizer and possess a valid badge issued by the organizer. The production of photographic or other recordings of the exhibition stands of other exhibitors is prohibited in any case. In case of noncompliance the organizer may demand the surrender of the recordings, where necessary under the utilization of legal measures.

### 10.2 Advertising Purposes/Press Publications

The organizer has the right to make photographs, sketches, film and video recordings of the conference/exhibition, the exhibition stands and the exhibits for purposes of advertisement or general press publications.

## 11 Catering

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The right to provide gastronomical services is reserved for the organizer's or the location managers' catering services. A gastronomical use of the exhibition space by the exhibitor is generally ruled out, as long as there is no special permission granted.

## 12 Advertising

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The distribution of printed matter and the use of advertising material is only permitted within the bounds of the rented exhibition space. The carrying out of advertisement measures outside of the rented exhibition space on the exhibition grounds is prohibited. This particularly relates to the use of persons as vehicles for advertising or for the distribution or attachment of advertising material of any sort (posters, stickers, brochures, etc.). The organizer has the right to expel persons used in an undue manner as vehicles for advertising from the exhibition grounds, to seize undue advertising materials or to remove and destroy them and demand a general allowance of 5000.00€ plus VAT for each instance of noncompliance from the exhibitor for whose benefit the advertising was made. This does not impair the organizer's right to demand further reimbursement of expenses from the exhibitor. The exhibitor may demand a lowering of the reimbursement if he establishes that the organizer suffered lower expenditures.

## 13 Combating Trademark and Product Piracy

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The exhibitor is obliged to respect the protective rights of third parties. In case an exhibitor is properly notified that he violates the privileged rights of a third party through exhibiting or offering of products or services or through advertisements or in other ways, the exhibitor places himself under an obligation to remove these items from the exhibition stand.

## 14 Cleaning, Waste Disposal

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### 14.1 Cleaning

The cleaning of the exhibition stand/exhibition stand area is the exhibitor's duty. It has to be completed every day before the beginning of the event. When placing an order for the cleaning of the exhibition stand the exhibitor has to use a cleaning company named by the organizer.

### 14.2 Waste Disposal

The exhibitor obliges himself to avoid waste production and to adhere to the organizer's disposal concept. In case the exhibitor leaves behind waste or other items after the vacation of the exhibition stand, the organizer has the right to have these items removed and destroyed at the exhibitor's expense.

## 15 Data Protection

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Personal data provided by the participant upon event registration will be recorded, stored and processed exclusively for event management purposes of this and following events. By event registration, the participant agrees to the storage and - if necessary for the organization - the forwarding and the use of this data in a publicly accessible participants list. The participants contact data will also be used to promote events organized by the IPM AG. The data is collected, processed and used exclusively in compliance with the applicable data protection regulations and under supervision of the data protection officer. You may object at any time by telephone (+49 (0) 511 / 47 31 47 90), by mail or by e-mail (datenschutz@ipm.ag).

## 16 Requirement of Written Form, Salvatorious Clause, Applicable Law, Place of Performance, Place of Jurisdiction

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### 16.1 Requirement of Written Form

All contractual agreements between the exhibitor and the organizer must be in written form in order to be valid. This holds for the waiving of the requirement of written form as well.

### **16.2 Salvatorious Clause**

Should particular regulations of these general terms and conditions or other parts of the contractual regulations between the exhibitor and the organizer violate existing law partially or in its entirety, or should they be invalid or void for other reasons, the rest of the regulations remains unaffected. The invalid or void regulation must be replaced by one that is valid, which closely approximates the parties' intentions at the time of contract formation.

### **16.3 Applicable Law**

For the legal relationship between the organizer and the exhibitor it is understood that solely the law of the Federal Republic of Germany holds, excluding the UN Convention on Contracts for the International Sale of Goods.

### **16.4 Place of Performance, Place of Jurisdiction**

Place of performance and place of jurisdiction for legal disputes for both parties resulting from these general terms and conditions, special requirements of participation for the respective events, and other contractual regulations and conditions, is Hannover.

Effective: June 2018