

General Event Terms and Conditions

1. Registration

- (1) Registration is binding and takes place via the registration form provided, on which acceptance of these terms and conditions must be indicated. The completed form, with a legally binding signature, should be sent to FLEET FOOD Events GmbH (hereinafter: "FLEET"). The contract comes into force after explicit confirmation has been provided by FLEET (post, fax or email).
- (2) Registration applications or orders for services or technical connections are only accepted if they are submitted using the appropriate forms.
- (3) Registration applications that are submitted subject to certain conditions or reservations are only accepted if these have been expressly confirmed in writing by FLEET. Specific location requirements will be taken into account to the greatest extent possible, but cannot be guaranteed. The exclusion of competitors cannot be granted. Areas are allocated based on the date of receipt of the registration applications. It may be the case that the area is fully booked before the registration deadline. In this case, a contract does not come into force.
- (4) These General Terms and Conditions apply to all services provided by FLEET. FLEET does not acknowledge any conflicting general terms and conditions of business of the exhibitor.

2. Sub-exhibitors and pavilions (joint stands)

- (1) Without prior written approval, it is not permitted to hand over an assigned stand or parts thereof to third parties (i.e. sub-exhibitors) for a fee or free of charge.
- (2) Costs for the relevant registration and catalogue entry are incurred for each sub-exhibitor. The main exhibitor is liable to FLEET for all costs incurred and damage caused by the former or by the sub-exhibitor.
- (3) FLEET shall be entitled to terminate the contract with the exhibitor without notice and to have the stand vacated at the expense of the exhibitor if sub-exhibitors are involved without the prior consent of FLEET having been obtained. In this respect, the stand lessee agrees to waive any rights associated with unlawful interference with possession. The stand lessee does not have a right to make claims for damages in this regard. The items are stored at the cost and risk of the exhibitor. FLEET acquires a right of lien to the stored goods equaling to the amount of the costs. After provision of written notification and continued non-payment, these may be sold by FLEET. Any excess proceeds will be transferred to the exhibitor, after deduction of all relevant costs. In the event of damage to, destruction or loss of the pledged property, FLEET's liability is limited to intent and gross negligence. The exhibitor shall indemnify FLEET from all possible damage claims of the unauthorised sub-exhibitor.

3. Costs, services and terms of payment

- (1) As a result of its participation, the following costs in particular are incurred by the exhibitor: (a) registration fee, (b) area rental, (c) stand equipment / stand construction (if explicitly booked), (d) orders for services, (e) entries in the online exhibitor directory and fold-out map (catalogue), (f) flat fee for waste disposal.
- (2) A late supplement of 50% is charged for orders relating to items (c) and (d) in section 3 (1) that are received by FLEET after the specified deadline for submission.
- (3) After registering to take part in the exhibition, the exhibitor will receive a partial invoice covering 50% of the costs. This becomes payable immediately. The remaining amount, equaling to 50% of the costs, is to be paid at the latest two months before the trade fair begins. If the registration application is submitted two months or less before the start of the trade fair, FLEET will invoice the full amount upon receiving the application. Regarding orders relating to items (c) and (d) in section 3 (1), FLEET may at its discretion demand a higher partial payment, up to the full amount of the costs incurred.
- (4) If the provision of electricity has been ordered as an inclusive or additional service, the power will be supplied during the exhibition opening hours and during the assembly and disassembly periods. If the provision of electricity is also required outside the above periods of time, the exhibitor has to order and pay for this separately.
- (5) A flat fee for waste disposal will be charged. If the stand is not returned in a clean state, FLEET can also demand adequate remuneration for the disposal of rubbish. The exhibitor is obligated to report rubbish pursuant to the forms in the service manual. A fee of EUR 120/m³ can be charged for the disposal of rubbish that has not been reported.
- (6) If the exhibitor is in arrears with the payment of the invoice, the organiser is entitled to withdraw from the contract after expiry of a reasonable period of time. The legally regulated cases, in which the setting of a new deadline is unnecessary, remain unaffected. In the event of withdrawal, the exhibitor shall be charged an amount as defined in the sliding scale in section 4 (3). The exhibitor has the right to prove that FLEET has suffered no loss at all or a significantly lower loss than claimed.
- (7) For all non-fulfilled obligations, FLEET has a right of lien and retention regarding the exhibited goods and other stand equipment. The items can be stored at the cost and risk of the exhibitor. After provision of written notification and continued non-payment, these may be sold by FLEET. Any excess proceeds will be transferred to the exhibitor, after deduction of all relevant costs. In the event of damage to, destruction or loss of the pledged property, FLEET's liability is limited to intent and gross negligence.

4. Withdrawal/termination

- (1) Without acknowledging a legal obligation, FLEET grants the exhibitor a contractual right of withdrawal.
- (2) Withdrawal from the exhibitor contract (registration) must be made in writing and is only effective upon written confirmation of receipt of the notification of withdrawal (post, fax or email) by FLEET.
- (3) The exhibitor shall pay the following sums:
 - up until 6 months before the beginning of the trade fair, 30% of the costs agreed pursuant to section 3 (1) will be charged;
 - up until 3 months before the beginning of the trade fair, 50% of the costs agreed pursuant to section 3 (1) will be charged;
 - in the event of a later withdrawal, the full amount of the costs agreed pursuant to clause 3 (1) will be charged.The exhibitor has the right to prove that FLEET has suffered no loss at all or a significantly lower loss than claimed.

5. Warranty

- FLEET must be notified in writing immediately after the exhibitor takes possession of the stand regarding any complaints about possible defects in the stand or stand area, at the latest on the last stand set-up day, so that FLEET can rectify any possible deficiencies.

6. Exhibited articles

- (1) The exhibitor shall send FLEET a list of all its main exhibits 30 days before the start of the trade fair.
- (2) FLEET must expressly approve any flammable, vibration-intensive or odour-intensive exhibits or exhibits that are associated with considerable noise.
- (3) Exhibited articles must not be removed during the event. The exhibitor shall be liable for any damages resulting from contravention of this.
- (4) Exhibited articles which, due to their appearance, smell, noise, vibration or similar characteristics, cause a considerable disruption of the running of the trade fair, in particular those that give rise to considerable danger to or impairment of other exhibitors, trade fair visitors or exhibited articles of other exhibitors, are to be removed immediately at the request of FLEET. This obligation on the part of the exhibitor also applies even if reference was made to the relevant characteristics in the registration application and approval was granted by FLEET. If the exhibitor does not immediately comply with FLEET's request, FLEET shall be entitled to remove the objectionable exhibits at the risk and expense of the exhibitor. With regard to costs, FLEET acquires a lien on the exhibited articles. After provision of written notification and continued non-payment, these may be sold by FLEET. Any excess proceeds will be transferred to the exhibitor, after deduction of all relevant costs. In the event of damage to, destruction or loss of the pledged property, FLEET's liability is limited to intent and gross negligence. The exhibitor does not have the right to exercise any claims against FLEET in this regard, in particular termination or demands for compensation.

7. Insurance and liability

- (1) Proper insurance of the exhibited articles against all risks relating to transport, assembly and disassembly, as well as during the event, in particular against damage, theft, etc., is the responsibility of the exhibitor.
- (2) FLEET's liability for loss or damage relating to the stand, stand fittings, exhibited articles or other valuables belonging to the exhibitor, its representative or persons employed or invited by the exhibitor, or any other material damage, is limited to intent and gross negligence. The liability does not extend to indirect damages and lost profits.
- (3) In the case of intentional or grossly negligent behaviour on the part of FLEET, in the case of intentional or grossly negligent behaviour on the part of management staff and in the case of culpable injury to life, body or health, FLEET shall be liable for the resulting damage.
- (4) In all other cases, FLEET is liable, irrespective of the legal grounds, only in the case of a culpable breach of essential contractual obligations which are indispensable for achieving the purpose of the contract and in the case of intentional or grossly negligent behaviour on the part of ordinary agents. In such cases, however, liability is limited to the damage typically foreseeable at the time the contract was concluded. FLEET's liability is limited to three times the invoice amount for each individual case. Liability under mandatory legal provisions remains unaffected.

8. Stand equipment / stand construction

- If the exhibitor has rented equipment for the stand design or the stand construction, the exhibitor is obliged to report damage or missing items immediately in writing to FLEET. The exhibitor shall return the rented equipment to FLEET in a proper and undamaged condition at the end of the trade fair. The exhibitor is responsible for proving that this has been done.

9. Online exhibitor directory and fold-out map (catalogue)

- (1) FLEET is entitled to publish the data provided by the exhibitor (basic entry) in an online list of exhibitors and a fold-out map (catalogue). The data can be amended, corrected, blocked or deleted by the exhibitor, using an online tool or by sending a written request to FLEET, if this is done four weeks or more before the event.
- (2) Entries in the online exhibitor directory and in the fold-out map (catalogue) that go beyond a basic entry are subject to a fee and can be ordered by the exhibitor using a separate order form. An effective contract regarding such entries

only comes into force after express written acceptance has been issued by FLEET or a corresponding service has been provided by FLEET. FLEET reserves the right to refuse to accept orders without giving reasons.

- (3) The exhibitor is obliged to provide the information and images to be published in the online exhibitor directory and fold-out map (catalogue) by the date stated in the order form (closing date), in the relevant formats specified there.
- (4) In the event of the cancellation of an order for a paid entry being made before the closing date, the exhibitor will be charged 50% of the agreed remuneration, unless the exhibitor is not responsible for the reason for the cancellation or can prove that FLEET will only incur very limited damage as a result of the cancellation. Cancellation is not possible after the closing date.
- (5) In the case of paid entries in the fold-out map (catalogue), FLEET will send the exhibitor a proof for a final check prior to publication. Complaints and changes can only be taken into account if the exhibitor submits these in writing without delay, no later than 5 working days after the sending of the proof. Otherwise, the proof shall be deemed to have been approved.

- (6) FLEET is under no obligation to check entries for their legal admissibility. The exhibitor guarantees that the text and graphics it provides are legally permissible and free of third party rights. In this context, the exhibitor indemnifies FLEET on first demand from any claims made by third parties and pledges to reimburse FLEET Events for any costs and other damages resulting from claims made by third parties.

10. Stand staffing, advertising, demonstrations, sales and dismantling

- (1) The exhibitor is obliged to continually staff its stand with a sufficient number of people during the event's public opening hours.
- (2) FLEET is entitled to prohibit the distribution and displaying of advertisements which might give cause for complaints.
- (3) All types of demonstrations require the prior written approval of FLEET. Even if such approval has been granted, FLEET is at any time entitled to restrict or prohibit any demonstrations or advertisements that significantly endanger or impair the running of the trade fair, are against statutory regulations, official orders or good morals, or are of an ideological or political character. In the event of an infringement, FLEET is entitled to take preventative action at the cost and risk of the exhibitor.
- (4) The exhibitor is solely responsible for the handling of its business transactions. FLEET cannot offer any guarantees or responsibility in this regard.
- (5) The dismantling of the stand and the removal of the exhibits must be carried out by the exhibitor during the dismantling periods specified by FLEET. The exhibitor is not entitled to start dismantling its stand before the start of the dismantling periods. In the event of a culpable breach of this regulation, FLEET is entitled to demand a one-time contractual penalty of 10% to 20% of the costs pursuant to section 3 (1), depending on the gravity of the infringement. If exhibits are not removed by the exhibitor by the end of the dismantling time, FLEET shall be entitled to store the exhibits at the expense of the exhibitor. Section 3 (7) applies in a corresponding fashion.

11. Security

- (1) Even if it uses a provider of security services for the event, FLEET does not provide any warranty regarding the guarding of the exhibitor's stand or the exhibited articles.
- (2) The exhibitor is always responsible for guarding its stand and exhibited articles. Security staff may only be used with the express written permission of FLEET and only if they are from security companies approved by FLEET. The costs for this are borne by the exhibitor.
- (3) It is recommended to take out a theft insurance policy.

12. Reservations

- (1) Mandatory legal regulations and guidelines of the host country always take precedence over these Event Terms and Conditions. If, by virtue of this precedence or for other reasons, individual points of these terms and conditions of participation are made ineffective or invalid, the points that are not thereby affected remain fully valid.
- (2) In the case of employment relationships, compliance with the applicable employment and social legislation is mandatory.
- (3) The exhibitor is required to inform itself about all the relevant safety regulations, especially with regard to the exhibits, and to observe them.
- (4) The exhibitor is liable for any personal or material damage resulting from the operation of machines, apparatus, equipment, etc.
- (5) FLEET reserves the right to alter the preliminary floor plans that the exhibitor received at registration, up until the time of commencement of the trade fair.
- (6) FLEET Events is entitled to change the name of the exhibition at its own discretion. The exhibitor is to be notified of any change of name as soon as possible.

13. Cancellation of event / change in event times

- (1) If the event cannot be fully or partly carried out due to force majeure or other circumstances beyond the control of FLEET, in particular strikes, natural catastrophes or terrorism, FLEET is entitled to cancel, postpone or shorten the event, or only hold parts of it. FLEET must inform the exhibitor of this in good time. In such cases, the exhibitor has a right of withdrawal/ termination.
- (2) If only parts of the event are carried out or the event is shortened, FLEET shall be entitled to the proportion of the remuneration agreed between the parties corresponding to the part of the services rendered. Any remuneration already paid that goes beyond the payment due must be reimbursed to the exhibitor.
- (3) In the cases referred to in para. 1, the exhibitor is not entitled to make any claims for damages. The exhibitor shall absolve FLEET of any responsibility for claims made by third parties.

14. Photography, filming, video recordings and drawings

- FLEET is entitled to have photographs, drawings, film recordings and video recordings made of the trade fair, the stands and the exhibited articles, and to use these for advertising or general press releases.

15. Data protection

- (1) FLEET collects, stores and uses the data provided by the exhibitor in the registration application and during the carrying out of the contract in order to conduct the contract and, if necessary, passes the data on to third parties if they provide FLEET with services or are used by FLEET for the execution of the contract.
- (2) FLEET is also entitled to use the email address specified by the exhibitor even after the contract has been terminated, in order to inform the exhibitor of similar events. The exhibitor can rescind this right at any time by sending an e-mail to FLEET (info@fleet-events.de).

16. Non-compliance with the conditions

- If, despite the issuing of warnings and setting of new deadlines, the exhibitor violates its contractual obligations, in particular the provisions of these General Event Terms and Conditions, the organiser may terminate the participation contract without notice.

17. Final provisions

- (1) By registering to participate, the exhibitor acknowledges these General Event Terms and Conditions, as well as the Technical Guidelines and House Rules at the venue for the relevant exhibition / trade fair, as being legally binding in all parts.
- (2) Additional agreements, special permits or regulations of a different kind require the written consent of FLEET.
- (3) All claims of the exhibitor against FLEET become invalid after one year. The period of limitation begins at the end of the month in which the final day of the event falls.
- (4) If a provision of these General Event Terms and Conditions is or becomes invalid or unenforceable, this does not affect the validity of the remaining provisions. In such cases, the parties undertake to agree an effective and enforceable provision that corresponds to the greatest extent possible to the intended purpose of the provision that is being replaced. The same applies to any possible gaps in these General Event Terms and Conditions.
- (5) The exhibitor is entitled to a right of retention only in the case of undisputed or legally binding claims. The exhibitor may only offset claims that are undisputed or legally binding.
- (6) Host country regulations and guidelines always take precedence over these Event Terms and Conditions. If, by virtue of this precedence or for other reasons, individual points of these terms and conditions of participation are made invalid, the regulations that are not thereby affected remain fully valid.
- (7) In the event that the exhibitor is a merchant or has its registered office abroad, the exclusive court of jurisdiction is Hamburg. However, FLEET is entitled to bring an action at the location of the registered office of the exhibitor.
- (8) Contracts are governed solely by German law, with the exclusion of international private law and the United Nations Convention on Contracts for the International Sale of Goods (CISG). The German version of these General Event Terms and Conditions takes precedence.