

**1. Bookings**

(1) Bookings are binding and must be made by sending the event-booking contract upon acceptance of these terms and conditions. The duly completed contract bearing a legally binding signature shall be returned to FLEET FOOD Events GmbH. A contract with FLEET FOOD Events GmbH shall come into effect after it is confirmed by FLEET FOOD Events GmbH (post, fax or email).  
(2) Bookings or orders of services or technical installations shall only be accepted if submitted using the appropriate forms.  
(3) Bookings that stipulate other terms and conditions or reservations shall be accepted only if these have been expressly confirmed in writing by FLEET FOOD Events GmbH. We shall make every effort to accommodate any special space requests. We shall not agree to exclude exhibitor's competitors from an event. In any event, floor space shall be allocated based on the date of receipt of the booking. If the exhibition space is fully booked before the booking deadline, the contract shall not come into effect.  
(4) Conflicting Terms and Conditions of the exhibitor will not be recognized by FLEET FOOD Events GmbH.

**2. Co-exhibitors and group stands**

(1) The exhibitor may not transfer the allocated exhibition stand or parts thereof to third parties (= co-exhibitors) against payment or free of charge without prior written consent.  
(2) Every co-exhibitor shall be charged for the booking and catalogue entry.  
(3) The main exhibitor shall be liable to FLEET FOOD Events GmbH for any costs or damage incurred that has been caused by him or the co-exhibitor.  
(4) If a co-exhibitor is admitted without the consent of FLEET FOOD Events GmbH, FLEET FOOD Events GmbH shall be entitled to terminate the contract with the exhibitor without notice and clear the stand at the exhibitor's expense. The exhibitor shall waive the rights arising from unlawful interference. The exhibitor shall not be entitled to claim for damages. The exhibits shall be stored at the expense and risk of the exhibitor. FLEET FOOD Events GmbH shall acquire a lien on the stored property covering the amount of costs incurred. The property may be disposed of after a written notice if payment remains outstanding. The proceeds shall be transferred to the exhibitor after the deduction of costs. In the event of damage, destruction or loss of the pledged property, the liability of FLEET FOOD Events GmbH shall be limited to intent and gross negligence. The exhibitor shall indemnify FLEET FOOD Events GmbH against any claims for damages by any unauthorised co-exhibitors.

**3. Costs and payment terms**

(1) The exhibitor shall incur the following costs for taking part in the event:  
1. Booking fee  
2. Floor space rental  
3. Stand design / stand construction equipment (if expressly booked)  
4. Service orders  
5. Mandatory entry in the exhibition catalogue and internet listing  
6. Flat general waste disposal fee  
(2) For orders for items 3 and 4 set out in paragraph 3 section 1, which are received by FLEET FOOD Events GmbH after the deadline laid down for ordering them, an administrative fine of 50% shall be charged.  
(3) After registering for the exhibition, the exhibitor will be sent an interim invoice for a down payment of 50% of the costs in accordance with Section 3 Para. 1. This down payment is payable immediately. The remaining amount of 50% of the costs must be transferred at the latest two months prior to the start of the trade fair. If the booking is made two months before the start of the exhibition or later, FLEET FOOD Events GmbH shall charge the full cost at the time of the booking. The organiser reserves the right to issue an invoice for 100% of the services to be rendered. For orders for items 3 and 4 set out in paragraph 3 section 1, FLEET FOOD Events GmbH may, at its own discretion, demand a higher advance payment up to the full amount of the estimated costs at the time of the booking.  
(4) If the provision of electricity has been ordered as an inclusive or an additional service, the power will be supplied during the exhibition opening hours and also 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) The exhibitor will be charged a flat general waste disposal fee. If the stand is not returned in a clean condition, FLEET FOOD Events GmbH shall be entitled to request a payment of an additional fee for waste disposal. The exhibitor is obliged to declare waste in accordance with the forms in the service manual. A fee of EUR 120/m<sup>2</sup> can be charged for the disposal of undeclared waste.  
(6) Should the exhibitor be in arrears with payments, the organiser is entitled to rescind the contract at the end of a reasonable period given to the exhibitor to settle any outstanding payments. The cases regulated by law in which a period of grace is not required shall remain unaffected. In case of withdrawal, the exhibitor shall be charged according to the schedule set out in paragraph 4 section 3. However, the exhibitor shall be entitled in this case to prove that FLEET FOOD Events GmbH has not suffered any or substantially lower damage.  
(7) FLEET FOOD Events GmbH shall have a right of lien and retention over any exhibited items and other stand equipment brought by the exhibitor. The items can be stored at the expense and risk of the exhibitor. FLEET FOOD Events GmbH shall be entitled to dispose of these items after a written notice if payment remains outstanding. The sales proceeds shall be transferred to the exhibitor after the deduction of all costs.  
(8) In the event of damage, destruction or loss of the pledged property, the liability of FLEET FOOD Events GmbH shall be limited to intent or gross negligence.

**4. Rescission / cancellation**

(1) Without prejudice, FLEET FOOD Events GmbH grants the exhibitor a contractual right of rescission.  
(2) Rescission of the exhibitor contract (booking) must be in writing and shall become effective only after its receipt has been confirmed in writing (post, fax or email) by FLEET FOOD Events GmbH.  
(3) As a result, the following amounts will become payable by the exhibitor:  
- up to 6 months before the start of the exhibition, the organiser shall charge 30% of the agreed amount payable by the exhibitor (space and equipment).  
- up to 3 months before the start of the exhibition, the organiser shall charge 50% of the agreed amount payable by the exhibitor (space and equipment).  
- if the contract is rescinded later, the full amount shall become payable (space and equipment).

**5. Warranty**

Complaints about any shortcomings concerning the stand or exhibition space must be made to FLEET FOOD Events GmbH in writing immediately after moving in, but no later than on the last set-up day, giving FLEET FOOD Events GmbH an opportunity to remedy any such shortcomings. Later complaints will not be accepted and shall only give rise to claims against FLEET FOOD Events GmbH under the conditions set out in paragraph 7.

**6. Exhibited items**

(1) The exhibitor must send FLEET FOOD Events GmbH a list of all important exhibits 30 days before the start of the trade fair.  
(2) In particular, inflammable, vibration-intensive and strong-smelling exhibits or exhibits the demonstration of which is very noisy must be expressly approved by FLEET FOOD Events GmbH.  
(3) Exhibited items may not be removed during the event. The exhibitor shall be liable for any damage suffered as a result of non-compliance.  
(4) Exhibits, which through their appearance, odour, noise, vibration or similar properties may cause a major disruption to the trade fair and which, in particular, represent a significant risk or detriment to other exhibitors, visitors or exhibits of other exhibitors, must be removed upon request of FLEET FOOD Events GmbH.  
(5) This obligation of the exhibitor shall also apply when the exhibitor has mentioned these properties in the booking form, and FLEET FOOD Events GmbH has approved their use.  
(6) If the exhibitor does not respond immediately to the request of FLEET FOOD Events GmbH, FLEET FOOD Events GmbH shall be entitled to remove the exhibits concerned at the risk and expense of the exhibitor. As regards costs, FLEET FOOD Events GmbH shall acquire a lien on the exhibited articles. FLEET FOOD Events GmbH shall be entitled to dispose of these items after a written notice if payment remains outstanding. The sales proceeds shall be transferred to the exhibitor after the deduction of all costs.  
(7) In the event of damage, destruction or loss of the pledged property, the liability of FLEET FOOD Events GmbH shall be limited to intent and gross negligence.  
(8) This shall not give rise to any claims of the exhibitor against FLEET FOOD Events GmbH, in particular, with respect to the right of termination or liability for damages.

**7. Liability and insurance**

(1) It is the responsibility of the exhibitor to insure the exhibited items against all transportation, installation and dismantling risks as well as against damage, theft, etc. during the event.  
(2) In the event of loss or damage to the stand, stand equipment, exhibited items or other assets belonging to the exhibitor, injuries to his representative(s) or persons employed or invited by him, or in the event of other property damage, the liability of FLEET FOOD Events GmbH shall be limited to intent and gross negligence. Indirect damage and loss of income shall be excluded from the liability.  
(3) FLEET FOOD Events GmbH shall be liable for damage suffered as a result of its wilful or grossly negligent conduct, the wilful or grossly negligent conduct of its senior employees and in the case of a culpable loss of life or injury.

(4) Otherwise, the organiser shall be liable, on whatever legal basis, only for the culpable breach of material contractual obligations, which are indispensable for the achievement of the contractual purpose, and for wilful or grossly negligent conduct of his vicarious agents. In these cases, however, the liability shall be limited to contractually foreseeable damage at the time of concluding the contract. In each individual case, the liability of the organiser shall be limited to three times the invoice amount.

(5) Liability under mandatory statutory provisions shall remain unaffected.

(6) In all other cases, the liability of the organiser is excluded.

**8. Stand design / stand construction equipment**

If the exhibitor has hired equipment for the stand design or stand construction, he/she is obliged to notify FLEET FOOD Events GmbH of any damage or missing items immediately in writing. After the trade fair has finished, the exhibitor must return the hired equipment to FLEET FOOD Events GmbH in a proper and undamaged condition. The exhibitor shall bear the burden of proof in this respect.

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

(1) FLEET FOOD Events GmbH 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 written notification to FLEET FOOD Events GmbH, until four weeks 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 FOOD Events GmbH or a corresponding service has been provided by FLEET FOOD Events GmbH. FLEET FOOD Events GmbH reserves the right to refuse to accept orders without giving reasons. The invoicing of paid entries is done via the final invoice, in accordance with clause 3.  
(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 FOOD Events GmbH 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 FOOD Events GmbH will send the exhibitor a proof for a final check prior to publication. Complaints and changes can only be considered 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 FOOD Events GmbH 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 FOOD Events GmbH on first demand from any claims made by third parties and pledges to reimburse FLEET FOOD Events GmbH for any costs and other damages resulting from claims made by third parties.

**10. Advertising, sales and demonstrations**

(1) Even if approval is granted, FLEET FOOD Events GmbH shall be entitled to restrict or prohibit any demonstrations or advertising that represent a significant risk or detriment to the trade fair, violate any laws, administrative orders or are contrary to accepted principles of morality or are ideological or political in nature.

(2) In case of non-compliance, FLEET FOOD Events GmbH shall be entitled to stop this at the risk and expense of the exhibitor.

(3) The exhibitor shall be solely responsible for processing of transactions. FLEET FOOD Events GmbH cannot in any way provide guarantees or take responsibility for this.

**11. Surveillance**

(1) FLEET FOOD Events GmbH shall inform the exhibitor if a security company has been appointed to conduct general surveillance of the premises.

(2) Given the large number of people on the trade fair premises and grounds, FLEET FOOD Events GmbH is not in the position to accept responsibility for complete surveillance and control.

(3) In any case, the exhibitor shall be responsible for the surveillance of his stand and the exhibited items. The exhibitor may only use security personnel from the security firm appointed by FLEET FOOD Events GmbH with its prior consent. FLEET FOOD Events GmbH shall not accept any liability for the surveillance. The costs shall be borne by the exhibitor.

(4) It is recommended that exhibitors obtain insurance against theft.

**12. Reservations**

(1) Rules and regulations of the host country shall always prevail over these General Terms and Conditions. FLEET FOOD Events GmbH cannot accept any liability in this regard.

(2) Should any individual points of these General Terms and Conditions become invalid as a result, the other points shall remain unaffected and fully valid.

(3) Employment relationships shall comply with the labour and social legislation of the host country.

(4) The exhibitor shall keep abreast of and comply with any safety regulations, in particular, as regards the exhibited items.

(5) The exhibitor shall be liable for any injuries or property damage caused by the operation of exhibited machinery, appliances, equipment, etc.

(6) FLEET FOOD Events GmbH reserves the right to alter the provisional floor plans, on which the exhibitor's booking has been based, before the start of the trade fair.

(7) FLEET FOOD Events shall be entitled to change the title of the exhibition at its own discretion. The change of title is to be communicated to the exhibitor in good time.

**13. Event cancellation / change of event dates:**

(1) FLEET FOOD Events GmbH shall be entitled to cancel, postpone and shorten the event and/or carry out only parts of the event if the performance of this event becomes impracticable, in whole or in part, due to force majeure, strike or other natural disasters. FLEET FOOD Events GmbH must inform the exhibitor in good time of any such circumstances.

(2) In such a case, the exhibitor shall be entitled to rescind/terminate the contract.

(3) If only parts of the event are carried out or the event is shortened, FLEET FOOD Events GmbH shall be entitled to receive the portion of the fee agreed upon by the parties that is attributable to the part of the services provided. Any excess fees already received shall be refunded to the exhibitor.

(4) The exhibitor shall not be entitled to claim for damages in cases set out in section 1. In this case, the exhibitor shall continue indemnifying FLEET FOOD Events GmbH against any third-party claims.

**14. Photographs, film & video recordings and drawings**

FLEET FOOD Events GmbH shall be entitled to take photographs, make drawings, film and video recordings of the exhibition events, the stands and exhibits and use them for advertising or general public relations purposes.

**15. Failure to comply with the terms and conditions**

If the exhibitor fails to comply with these General Terms and Conditions, FLEET FOOD Events GmbH shall be entitled to terminate the contract of participation in the event without notice.

**16. Final provisions**

(1) Upon booking the event, the exhibitor recognises these "General Terms and Conditions for Events" and "Technical Guidelines" as well as the Code of conduct of the venue of the respective exhibition/trade fair as legally binding in all parts.

(2) Additional agreements, special permits or other types of provisions require the written consent of FLEET FOOD Events GmbH.

(3) Any claims of the exhibitor against FLEET FOOD Events GmbH are subject to a one-year limitation period. The limitation period starts to run on the last day of the calendar month in which the last day of the event falls.

(4) Should any provision of these General Terms and Conditions for Events be invalid or unenforceable, the validity of the remaining provisions shall remain unaffected thereby. In such case, the parties undertake to replace the void or unenforceable provision with a valid provision that will approximate as closely as possible the purpose of the void provision. The same shall apply to any omissions from the General Terms and Conditions for Events.

(5) The exhibitor may only exercise the right of retention in the case of undisputed or legally established claims. The exhibitor shall be entitled to offset only undisputed or legally established claims.

(6) Rules and regulations of the host country shall always prevail over these General Terms and Conditions for Events. Should any individual points of these terms and conditions become invalid as a result, the other points shall remain unaffected and fully valid.

(7) If the exhibitor breaches his contractual obligations and in particular, these General Terms and Conditions for Events despite being given a warning and a reasonable grace period, the organiser shall be entitled to terminate the contract of participation in the event without notice.

**17. Place of jurisdiction**

If the customer is a business, or is domiciled abroad, the parties agree that the sole place of jurisdiction shall be Hamburg. FLEET FOOD Events GmbH shall be entitled to bring an action before a court at the location of the registered office of the lessee.

**18. Applicable law**

These terms and conditions are governed exclusively by German law to the exclusion of the conflicts of laws rules and the UN Convention on the Sale of Goods (CISG). Only the German version of these General Terms and Conditions for Events shall be valid.