General trade fair and exhibition conditions of the FAMA Fachverband Messen und Ausstellungen e. V.

1. General

1.1 The following general trade fair and exhibition conditions from FAMA Fachverband Messen und Ausstellungen e. V. (hereinafter: “GTFEC”) govern the legal relationship between the organiser of a trade fair/exhibition and the respective exhibitor. With its application, the exhibitor acknowledges these GTFEC, the "special trade fair and exhibition conditions" (hereinafter: "STFEC") and any applicable "house rules", which are valid for the respective trade fair/exhibition, as binding for itself and all employees working for it at the trade fair/exhibition.

1.2 The GTFEC may be supplemented or amended by the STFEC valid for the respective trade fair/exhibition. In the event of deviating provisions in the respective regulations, the following order of precedence shall apply:
- The individual contractual agreement takes precedence over the STFEC;
- the STFEC has priority over the GTFEC.

1.3 Any agreements deviating from the GTFEC and/or the STFEC must be made in text form to be legally effective. Any general terms and conditions of business of the exhibitor which conflict with the GTFEC and/or the STFEC shall not become part of the contract, even if they have not been expressly contradicted.

1.4 The organiser is entitled to demand payment for the provision of its services. The remuneration of the organiser includes all main and ancillary services provided by the organiser for the exhibitor for the execution of the event. The remuneration for the main services can be seen from the application and from the "special trade fair and exhibition conditions" and includes in particular the stand rent, planning and organisational services, the integration of the exhibitor into the advertising concept of the trade fair/exhibition, the mediation of event-related contracts with third parties, the provision of event-related services and stand construction services to be provided by the organiser. Additional costs for ancillary services provided at the request of the exhibitor, such as in particular the provision of supply systems required for the purchase of gas, water, electricity, internet or other telecommunications, additional stand construction services or the rental of furniture, are part of the organiser's remuneration. Services provided to the exhibitor by third parties in connection with the event are not part of the contractual obligations of the organiser, nor are they part of the remuneration of the organiser, even if the provision of these services was arranged by the organiser. The trade association fee shall be calculated net per square metre provided and shown separately on the total invoice for remuneration. The trade association fee is not part of the remuneration of the organiser.

2. Registration

2.1 Registration for participation in the event is informal, but should be made using the relevant registration form. In the case of registration in text form or by using an online form, this is also valid without a handwritten signature by sending it to the organiser.

2.2 Any conditions and/or reservations made by the exhibitor in the course of registration, such as the exact position of the stand or exclusivity in a product group, are inadmissible and irrelevant for the conclusion of the contract. They shall only become legally effective if they are individually confirmed in writing by the organiser before or at the time of conclusion of the contract.

2.3 The registration constitutes an offer by the exhibitor, to which the exhibitor is bound until 8 days after the registration deadline announced in the STFEC, at the latest until 6 weeks before the opening of the trade fair/exhibition, unless admission has been granted in the meantime. The exhibitor shall be bound for 14 days by applications received after the closing date for applications or 6 weeks before the opening of the trade fair/exhibition.

3. Admission/conclusion of contract

3.1 Upon receipt of the confirmation of admission or the invoice by the exhibitor, by letter, fax or electronic transmission (e.g. by e-mail), the contract between the organiser and the exhibitor is concluded (hereinafter: "contract of participation"). The organiser shall decide on the admission of the exhibitors and the individual exhibits, if necessary, with the assistance of a trade fair/exhibition advisory board or the trade fair/exhibition committee.

3.2 A mere confirmation of receipt of the registration in accordance with section 2 does not constitute admission to the event within the meaning of section 3.1.

3.3 The organiser may exclude individual exhibitors from participation for objectively justified reasons, in particular if the available space is insufficient. If it is necessary to achieve the purpose of the event, it may restrict the event to certain groups of exhibitors, suppliers and visitors. Exclusion of competitors may neither be demanded nor promised.

3.4 Ordinary termination of the participation contract is excluded, whereby the right to extraordinary termination remains unaffected. In particular, the organiser is entitled to provide extraordinary termination of the participation contract without notice for good cause if the conditions for the exhibitor's admission subsequently cease to apply or are no longer fulfilled, and if the exhibitor is in persistent default of payment despite two reminders. An important reason is also given if the organiser determines that the execution of the trade fair/exhibition is not economically reasonable due to lack of participation. In the event of an extraordinary termination for which the exhibitor is responsible, the organiser is entitled to demand an amount equivalent to 50 % of the remuneration as defined in item 1.4. as lump-sum compensation.

3.5 At the request of the exhibitor, its dismissal from the participation contract is possible (see item 4.). The organiser is not obliged to do so.

3.6 The goods or exhibits to be exhibited must comply with the nomenclature of the trade fair/exhibition. The exhibition of goods that have not been registered or approved is not permitted.

4. Release from the contract

4.1 If, in exceptional cases, the organiser grants a release from the contract after binding registration or admission, the exhibitor shall pay 25 % of the organiser's remuneration (in accordance with item 1.4.) as compensation. In the specific case, the exhibitor is expressly granted the right to prove that the organiser has suffered no or lower damages.

4.2 Item 4.1. does not exclude the assertion of a higher damage actually incurred by the organiser. In this respect, the organiser has the right to choose whether to claim the flat rate according to item 4.1. or the actual damage incurred.

4.3 The application for release from the contract can only be made in writing. It is only legally effective if the organiser also provides its consent in writing. The organiser can make the dismissal from the contract subject to the condition that the allocated stand space can be used for other purposes. The reallocation of the stand space to another exhibitor then corresponds to a release from the contract.

5. Force majeure

5.1 If, after conclusion of the contract, it becomes impossible for the exhibitor to participate in the trade fair/exhibition due to circumstances for which neither the organiser nor the exhibitor is responsible and which the exhibitor could neither foresee nor avert, the exhibitor shall be entitled to dismissal from the contract, whereby the provision of item 4.1. of these GTFEC shall apply accordingly.

5.2 The organiser is entitled to cancel the trade fair/exhibition for good cause, to postpone the trade fair/exhibition in time and/or space, or to shorten the trade fair/exhibition. An important reason is given in particular if the execution of the trade fair/exhibition becomes objectively impossible at the originally set time due to an external unforeseeable event of force majeure that cannot be averted even with the utmost care (force majeure event). An event of force majeure shall be deemed equivalent to cases in which it becomes objectively impossible to hold the trade fair/exhibition at the originally stipulated time due to an official order, decree or measure for which neither the organiser nor the exhibitor is responsible, or which is not under state or federal law.

5.3 In the event that the trade fair/exhibition is shortened for good cause in accordance with item 5.2., the exhibitor shall only be entitled to a pro-rata refund of the remuneration in accordance with item 1.4. if the shortening results in the loss of more than 35% of the original duration of the trade fair/exhibition.

5.4 In the event of cancellation of the trade fair/exhibition for good cause in accordance with item 5.2., the organiser and the exhibitor shall be released from their contractual obligations. The contract shall be rescinded, and the organiser shall be entitled to demand from the exhibitor compensation for a reasonable share of the costs incurred in preparing the event and compensation for services already rendered. The amount to be paid by the exhibitor in this respect shall be calculated on the basis of the costs already incurred by the organiser up to the time of cancellation of the event, which shall then be divided in the ratio of the stand space individually rented by the exhibitor to the total net exhibition space. The amount thus determined may not exceed 50 % of the remuneration as defined in item 1.4.

5.5 In the event that the trade fair/exhibition is postponed in terms of location and/or time for good cause in accordance with item 5.2., the contractual relationship shall continue to exist and the exhibitor shall remain bound by it. The contract is deemed to have been concluded for the relocated trade fair/exhibition. If the exhibitor provides evidence that it is objectively impossible for it to participate on the alternative date and/or place, the exhibitor shall be entitled to be released from the contract, whereby the provision of item 4.1. of these GTFEC shall apply accordingly.

5.6 In the cases of items 5.3., 5.4. and 5.5., the assertion of other claims for damages is excluded for both contracting parties, unless these are based on gross negligence or intent on the part of the contracting party claimed or its vicarious agents.

5.7 If, as a consequence of one of the events described in item 5.2., the execution of the trade fair/exhibition is subsequently made subject to compliance with public law requirements, the restrictions associated with the implementation of these requirements do not entitle the exhibitor to reduce the remuneration of the organiser or to withdraw from the contract.

6. Stand allocation

6.1 The stand allocation is made by the organiser according to aspects given by the concept and the trade fair and exhibition theme, whereby the date of receipt of the application is not decisive. The stand allocation will be communicated to the exhibitor in text form, including the hall and stand number.

6.2 Special wishes of the exhibitor will be taken into account as far as possible when allocating the stand; however, there is no legal obligation to do so.

6.3 The organiser is entitled to change the registered area for conceptual reasons. In particular, the area may be changed in order to achieve the specified minimum dimensions of the stand and must otherwise take the interests of the exhibitor adequately into account.

6.4 Complaints by the exhibitor against the stand allocation must be made in text form within 8 days of receipt.

6.5 The exhibitor must expect that for technical reasons a minor restriction of the allocated stand space will be necessary. This restriction may not exceed 3% of the stand space and does not entitle the exhibitor to a reduction of the remuneration. This does not apply to stands expressly registered as finished or system stands. The organiser reserves the right to relocate the entrances and exits, the emergency exits and the passageways.

6.6 A relocation of the stand area after the stand allocation has been carried out and completed may only take place for compelling reasons. The organiser must allocate a stand area of equal value to the exhibitor concerned as a replacement. In this case, the exhibitor is entitled to object to the newly allocated stand area within 8 days of receipt of the notification of the relocation, in accordance with item 6.4. An exception to this is the relocation of a stand by a few metres in the same hall.

6.7 If, in cases covered by item 6.6., it is not possible for the organiser to allocate a stand area of as equal value as possible to the exhibitor concerned as a replacement, the exhibitor shall be entitled to withdraw from the contract. In this case, the remuneration already paid in accordance with item 1.4. must be refunded to the exhibitor, whereby the right to assert claims for damages is otherwise excluded. The withdrawal must be made in text form.

6.8 All other subsequent changes to the stand allocation, e.g. with regard to the type or dimensions of the stand, shall be notified by the organiser to the exhibitor concerned without delay.

6.9 If the organiser is entitled to use the stand space for other purposes after the stand allocation has been made in accordance with the STFEC or these GTFEC, it is at the free discretion of the organiser to decide how to carry out this utilisation in the interest of the overall appearance of the event and the interests of the other exhibitors. In particular, it may, with the consent of other exhibitors, relocate them to the unoccupied stand area or fill the stand decoratively in some other way. In this case, the exhibitor to whom the space was originally allocated shall not be entitled to a reduction of the remuneration. The costs incurred for decorating or filling the unoccupied stand shall be borne by this exhibitor.

7. Transfer of the stand to third parties, sale for third parties, co-exhibitors

7.1 The exhibitor shall not be entitled to transfer the stand space allocated to it to third parties, either in whole or in part, free of charge or in return for payment, or to exchange it with another exhibitor without the prior express consent of the organiser in text form.

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7.2 The inclusion of a co-exhibitor is only permitted if it has been registered by the exhibitor before the event and approved by the organiser in text form. The main exhibitor and the co-exhibitors of a stand must name a joint representative in the application. Notifications and declarations made by the organiser to the named representative are deemed to have been made and received by all co-exhibitors. In the event of the admission of co-exhibitors, all co-exhibitors are jointly and severally liable for the remuneration of the organiser.

7.3 The representation of additionally represented companies, which have economic goods presented on the stand of an exhibitor without their own personnel, is only permitted if this has been registered by the exhibitor prior to the event and approved by the organiser in text form. Additionally represented companies must be marked as such in the list of exhibitors.

8. Payment terms

8.1 Of the remuneration to be paid by the exhibitor to the organiser, 50 % shall be paid within 30 days of the invoice date, the remainder up to 6 weeks before the opening, unless otherwise agreed in writing or stipulated in the "special trade fair and exhibition conditions".

8.2 Invoices issued later than 6 weeks before opening are payable in full immediately.

8.3 After the due date, the organiser is entitled to charge interest on arrears. This is based on the legal provisions of § 288 BGB. The organiser reserves the right to prove higher damages caused by delay.

8.4 The organiser can dispose otherwise of unpaid or incompletely paid stands within the meaning of item 6.9. after unsuccessful reminder with appropriate notice. In this case, it may refuse to hand over the stand and issue the exhibitor passes.

8.5 For all unfulfilled obligations and the resulting costs, the organiser is entitled to a lien on the trade fair/exhibition objects brought in. The organiser is not liable for any damage or loss of the pledged objects through no fault of its own and may sell them on the open market after giving written notice. It is assumed that all objects brought in by the exhibitor are the unrestricted property of the exhibitor.

9. Design and equipment of the stands

9.1 The name and address of the stand owner must be displayed on the stand in a way that is recognisable to everyone for the entire duration of the event.

9.2 The exhibitor is responsible for equipping the stands within the framework of the uniform construction provided by the organiser, if applicable.

9.3 If the exhibitor builds its own stand, it may be required to submit dimensionally accurate designs to the organiser for approval before work begins. The use of prefabricated or system stands must be expressly noted in the application. The companies commissioned with the design or construction shall be notified to the organiser.

9.4 Exceeding the stand limits is not permitted in any case. Exceeding the prescribed construction height requires the express permission of the organiser.

9.5 The organiser can demand that trade fair/exhibition stands whose construction has not been approved or which do not comply with the exhibition conditions be changed or removed. If the exhibitor does not comply with the request, the removal or alteration may be carried out by the organiser at the expense of the exhibitor. If the stand must be closed for the same reason, there is no entitlement to reimbursement of the fee.

10. Advertising

10.1 Advertising of any kind, in particular the distribution of advertising material and printed matter and the addressing of visitors, is only permitted within the exhibitor's own stand.

10.2 The operation of loudspeaker systems, music/photo presentations and AV media of any kind – also for advertising purposes – by the exhibitor requires the express permission of the organiser and must be registered in good time in advance.

10.3 In the interest of maintaining orderly trade fair/exhibition operations, the demonstration of machines, acoustic equipment, photographic equipment and fashions, also for advertising purposes, may be restricted or revoked even after permission has already been granted.

11. Installation

11.1 The exhibitor shall be obliged to complete the stand within the periods specified in the "special trade fair and exhibition conditions". If construction of the stand has not begun by 12 noon on the day before the opening, the organiser may dispose of the stand otherwise in accordance with item 6.9. Claims for damages by the exhibitor are excluded in any case.

11.2 Complaints about the location, type or size of the stand made by the exhibitor during construction must be notified to the organiser immediately in text form.

11.3 All materials used for construction must be flame resistant.

12. Operation of the stand

12.1 The exhibitor is obliged to occupy the stand with the registered exhibits for the entire duration of the trade fair/exhibition and to keep it manned with competent personnel.

12.2 Cleaning of the stands is the responsibility of the exhibitor and must be carried out daily after the end of the trade fair/exhibition. The organiser is responsible for cleaning the rest of the site, the other parts of the hall and the aisles.

12.3 It is the exhibitor's responsibility to operate its stand in a sustainable manner and to avoid rubbish and waste. The guidelines for the disposal concept of the organiser and for the handling of garbage and waste result from the STFEC.

12.4 All exhibitors are obliged to show consideration for each other, for the organiser and for the visitors during the course of the trade fair/exhibition, as well as during assembly and dismantling. The organiser is entitled to set up precise regulations in the STFEC and/or the "house rules" to ensure mutual consideration and to take appropriate measures, up to and including extraordinary termination of the participation contract, if an exhibitor persistently violates the requirement of consideration after prior warning.

13. Dismantling

13.1 No stand may be completely or partially vacated before the end of the trade fair/exhibition. Exhibitors who violate this rule forfeit a contractual penalty to the organiser in the amount of half the net remuneration. Further claims for damages remain unaffected.

13.2 The trade fair/exhibition objects may not be removed after the trade fair/exhibition has ended if the organiser has asserted his lien. If the trade fair/exhibition objects are nevertheless removed, this shall be deemed a breach of the lien.

13.3 The exhibitor shall be liable for damage to the floor, walls and the material provided. The trade fair/exhibition space must be returned in the condition in which it was taken over, at the latest by the date set for completion of dismantling. Any material, foundations, excavations and damage must be properly removed. Otherwise, the organiser is entitled to have this work carried out at the expense of the exhibitor.

13.4 Stands not dismantled after the date set for dismantling or exhibition objects not removed will be removed by the organiser at the expense of the exhibitor and stored with the exhibition forwarding agent, excluding liability for loss and damage.

14. Connections

14.1 The general lighting of the event area as a whole shall be provided by the organiser.

14.2 If the exhibitor wishes to have supply connections for electricity, water, compressed air or gas, these must be announced at the time of registration. Installation of the connections and actual consumption shall be at the expense of the exhibitor. In the case of ring lines, the costs will be shared proportionately among the participating exhibitors.

14.3 All installations, in particular all installations of connections, may only be carried out by companies approved by the organiser. Unless otherwise provided for in the STFEC, these companies receive all orders through the mediation of the organiser and perform their services directly for and on account of the exhibitor.

14.4 Connections and equipment which do not comply with the relevant regulations, do not have the necessary tests and/or certificates or whose consumption is significantly higher than reported, can be removed or put out of operation by the organiser at the exhibitor's expense.

14.5 The exhibitor shall be liable for all damage caused by the use of connections that have not been registered and/or have not been made by companies approved by the organiser. The organiser shall not be liable for interruptions or fluctuations in performance of the electricity, water/wastewater, gas and compressed air supply.

15. Security

15.1 The general surveillance of the site and the halls in the form of access and entry controls is the responsibility of the organiser, without liability for loss or damage to stand construction material and/or exhibits.

15.2 The exhibitor itself is responsible for the supervision and guarding of the stand. This also applies during the construction and dismantling periods. Special guards, e.g. at night-time, are permitted with the approval of the organiser.

16. Liability

16.1 The organiser and its employees and vicarious agents are not liable for damage resulting from slightly negligent breaches of duty.

16.2 This does not apply to damage resulting in loss of life, physical injury or health impairment or voidance of guarantees as well as claims under the Product Liability Act.

16.3 Furthermore, liability for the breach of obligations, the fulfilment of which is essential for the proper execution of the contract and on the observance of which the exhibitor may regularly rely (cardinal obligation), remains unaffected.

16.4 In the cases of items 16.2. and 16.3., the organiser is liable in accordance with the statutory provisions. In the event of a breach of a cardinal obligation within the meaning of item 16.3., the liability of the organiser is limited to foreseeable, typical damage, excluding liability for consequential damage.

16.5 Exhibitors are strongly advised to insure their trade fair/exhibition objects and their liability at their own expense.

17. Image rights and other industrial property rights

17.1 Commercial photography, drawing and filming within the trade fair/exhibition site is only permitted to companies and persons authorised by the organiser.

17.2 The use of video surveillance and comparable technology by the Exhibitor to protect its own stand is only permitted with the express approval of the Organiser in individual cases. Even in the event of authorisation, cameras must be set up and operated by the exhibitor in such a way that only the exhibitor's own stand is visible and the personal rights and industrial property rights of other trade fair participants are not infringed.

17.3 Any photo coverage of the trade fair/exhibition in the press, radio and digital media requires prior accreditation by the organiser.

17.4 The organiser is entitled to produce photographs, drawings and film recordings for the purposes of self-promotion during the event. The publication of illustrations of individual exhibits requires the prior consent of the exhibitor.

17.5 All advertising and press materials (logos, photographs, plans, etc.) provided by the organiser may only be used for the purpose of the exhibitor's own advertising with its participation in the trade fair/exhibition or for the purpose of reporting in the press, radio and digital media.

17.6 It is prohibited to show exhibits which violate the copyrights, trademark, design, patent or other industrial property rights applicable at the location of the trade fair/exhibition. In the event of a proven violation of the above provision, the organiser is entitled to terminate the contractual relationship in accordance with item 3.4. for good cause.

17.7 If the organiser is directly held liable by the owner of an industrial property right which is infringed by an exhibit of an exhibitor, the organiser can demand that the exhibitor indemnify the organiser against the costs of its legal defence in this regard.

18. Domiciliary rights

18.1 During the event, the organiser exercises the sole domiciliary rights on the trade fair/exhibition site and may issue house rules.

18.2 Exhibitors and their employees may only enter the grounds and halls at the times specified in the STFEC on a daily basis and must have left the halls and grounds at the latest at the corresponding times.

18.3 An extension and/or shortening of the times according to item 18.2. is possible in individual cases with the prior consent of the organiser. It is prohibited to spend the night on the grounds.

19. Limitation period

19.1 Exhibitors' claims against the organiser are subject to a limitation period of one year, beginning at the end of the month in which the last day of the trade fair/exhibition falls.

19.2 All claims of the exhibitors against the organiser must be asserted in text form within a preclusive period of six months, beginning at the end of the month in which the last day of the trade fair/exhibition falls.

19.3 The provisions of the above two paragraphs shall not apply if the organiser, its employees or vicarious agents are guilty of intentional or grossly negligent conduct or the liability of the organiser is based on the statutory provisions in accordance with item 16.4.

20. Place of performance and place of jurisdiction

20.1 Place of performance and jurisdiction is the domicile of the organiser, even if claims are asserted in legal dunning proceedings, unless otherwise stipulated in the STFEC.

20.2 The organiser shall also have the right to assert its claims in court at the exhibitor's registered office or at the place where the trade fair/exhibition is held.

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