General Terms and Conditions of Business of the company planetfair GmbH + Co. KG

I. Registration and Admittance

(1) The registration must be performed using the registration form provided subject to the recognition of these participation conditions. The (rental) agreement shall be concluded with the receipt of the signed registration form by planetfair.

(2) Conditions or reservations laid down by the applicant shall have no validity. All additional agreements, such as the ordering of services or technical connections, individual approvals and special approvals shall be subject to planetfair's written confirmation.

(3) planetfair may, if important circumstances require, while laying out its reasons for so doing - at variance from the admittance - allocate a stand at a different location or change the stand size by up to 10% of the registered area.

(4) Any stand that has not been taken over by the applicant or his representatives within one day prior to the start of the specialist trade fair may be reallocated without the applicant being entitled to demand reimbursement or to make any other claims.

(5) Conflicting general terms and conditions of business of the applicant shall not be recognised by planetfair.

II. Due Date and Payment Default

(1) The entire contractually agreed sum shall be due at the time of the signing of the agreement.

(2) In the event of non payment notwithstanding the granting of extensions under the threat of refusal, planetfair shall be entitled to dispose of the stand area or to withdraw from the agreement.

(3) In the event of the payment deadline being exceeded without dunning, the applicant shall be obliged to pay planetfair the normal banking interest rate.

(4) planetfair shall enjoy the right of pledge and retention on the furnished exhibition goods and other stand equipment with respect to all obligations which are not fulfilled. The objects may be put into storage at the cost and risk of the applicant. These may be sold by planetfair following written notification in the event of continued non payment. Any surplus proceeds shall be remitted to the applicant following the deduction of all costs.

III. Sub-exhibitors

(1) The assignment of an allocated stand or parts thereof to sub-exhibitors or fellow exhibitors shall be subject to the prior approval of planetfair. Sub-exhibitors or fellow exhibitors must be named separately and full addresses provided with binding effect by the applicant in a letter enclosed with the application, specifying the respective product programme. planetfair shall notify the applicant of the admittance of one or several sub-exhibitors or fellow exhibitors. A sub-exhibitor or fellow exhibitor shall only have participatory approval following the receipt of this admittance notification.

(2) The inclusion of sub-exhibitors or fellow exhibitors without the prior approval of planetfair shall entitle planetfair to terminate the agreement with the applicant with immediate effect and to cause the stand to be cleared at the expense of the applicant.

(3) The applicant shall be liable vis-à-vis planetfair for any fault or negligence caused by the sub-exhibitor or fellow exhibitor as he would be for his own fault or negligence.

IV. Insurance and Liability

(1) The applicant or his representatives shall be responsible for properly insuring the exhibition goods as well as all other equipment and fittings against all transport, assembly and dismantling risks as well as during the event itself, in particular against damage, theft etc.

(2) planetfair's liability for personal injury or damage to property shall be limited in every case to intent and gross negligence.

(3) Indirect damage and loss of earnings shall be excluded from the liability.

(4) The applicant or his representative shall be liable for all damage caused by their participation vis-à-vis third parties, including damage caused to buildings and the exhibition grounds as well as on these and the fixtures and fittings thereof. The applicant shall expressly indemnify planetfair against any possible third-party recourse claims resulting there from which were not caused by the gross negligence or intentional behaviour of planetfair or its vicarious agents.

(5) planetfair shall not be liable in the event of the cancellation, relocation or rescheduling as a consequence of force majeure, in particular in the event of catastrophes, environmental damage, war, riots, terror, third-party crimes, employment disputes, energy shortages etc.

V. Withdrawal

(1) planetfair shall be entitled to withdraw from the agreement in the event of an application being made to open composition or bankruptcy proceedings against the assets of the applicant, or in the event of an application of this nature being rejected on the grounds of insufficient assets. The applicant shall be obliged to notify planetfair thereof without delay.

(2) Should planetfair withdraw from the agreement for the reasons specified in I. (4) or II. (2), then the applicant shall nevertheless remain obliged to pay the total invoice sum.

VI. Non-participation

Should the applicant decide not to occupy the area allocated to him, and should planetfair be able to re-let the area (no swapping of allocated areas), then the applicant shall be obliged to pay 50 % of the cost of participation. Should it prove impossible to re-let the area, then the full invoice sum shall be payable.

VII. Guarantee

Complaints issued on the grounds of any possible defects in the stand or the exhibition area must be forwarded to planetfair in writing without delay following occupation, at the latest on the last day of preparatory assembly, thus enabling planetfair to rectify any possible defects. Complaints issued at a later date cannot be recognised, and shall not lead to any claims being made against planetfair.

VIII. Miscellaneous

(1) The applicant may only set-off claims against planetfair if these relate to claims arising out of § 537 or § 538 BGB (German Civil Code). In other respects only if the applicant's counterclaim is uncontested or recognised by declaratory judgement. The applicant may only asset a right of retention insofar as this is based upon claims arising out of the present agreement.

(2) Claims of the applicant shall have a 6-month period of limitation. The period of limitation shall start at the end of the month during which the final day of the respective event falls.

(3) The exhibitor has to ensure that his exhibition stand is presented in a typical manner throughout the exhibition. This includes the stand make-off with walls, carpet, presence of stand personnel and display of exhibits and promotional material on the stand. Failure to meet these terms will result in a flat fee fine of 5.000 EUR. In addition any damages over and above this amount which can be proofed by the organizer, may be charged to the exhibitor.

IX. Place of Performance and Place of Jurisdiction

(1) The place of performance shall be Hamburg.

(2) For all current and future claims arising out of the business relationship with merchants, including claims based on bills of exchange or cheques, the exclusive place of jurisdiction shall be Hamburg.

(3) The same place of jurisdiction shall apply in the event of the applicant not having a general place of jurisdiction within Germany, in the event of his relocating his domicile or ordinary place of residence abroad or in the event of his domicile or ordinary place of residence not being known at the time of the issuing of the complaint.

X. Applicable Law

The applicable law shall be exclusively the law of the Federal Republic of Germany.

planetfair