

## APPLICATION FORM

Please complete in block capitals, check where applicable, sign and return by fax, post or e-mail to FWTM GMBH + Co. KG. Please note that we can only process complete and properly signed registration forms. This form can only be used to book booth area at the Interbrush.

### 1 | EXHIBITING COMPANY INFORMATION

#### a) Exhibitor

Company

Address

City / State / Zip Code

Country

Phone (general)

Fax (general)

Website

Email (general)

A. Managing Director

Mr.  Ms. First Name

Last Name

Email

B. Marketing Director

Mr.  Ms. First Name

Last Name

Email

C. PR Director

Mr.  Ms. First Name

Last Name

Email

Email

VAT ID (Europe only))

Please list under the following letter in the alphabetical exhibitor list

The exhibitor will be the contracting party for Interbrush; this exhibitor data (first five lines only) will be used for the official exhibitor listing and for printing entry vouchers (Company name only).

#### b) Contact Person / Correspondence Address

same as 1) a.  b.  c.

Company

Address

City / State / Zip Code

Country

Phone (general)

Fax (general)

Website

Contact Person

Mr.  Ms. First Name

Last Name

Email

Job Title

Direct Phone

Direct Fax

**Important note:** The exhibitor authorizes the above-mentioned contact person to issue and receive all statements for Interbrush (e.g. booth assignment, exhibitor newsletters, invoice handling, exhibitor information mailings, online booking access, mailing of exhibitor passes and advertising material). The exhibitor is responsible for informing the Interbrush organizers about any changes of the contact person in written form. The organizers are not liable for any mistakes occurring by missing or delayed information of the contracting party. **Most of the correspondence concerning Interbrush goes via the Email address of this contact.**

#### c) Invoice Address

same as 1a)

Company

Address

City / State / Zip Code

Country

Phone (general)

Fax (general)

Website

Email (general)

Invoice for the attention of

Mr.  Ms. First Name

Last Name

VAT ID (Europe only)

The contracting party for Interbrush remains the above-mentioned exhibitor. The exhibitor is liable for all outstanding money. **Changing the invoice address later is only possible on written request to the organizer and before invoicing. An administration fee of €150 per change and invoice will be charged for changes to the invoice address after invoicing has taken place.**

## 2 | CO-EXHIBITOR\*

Co-exhibitor Company

Street Zip code / City

Phone Fax

with own personal  yes  no

\* Companies that are represented on our stand with their own displays. In this case please enclose or send list including name, address and product in due course.

## 3 | WE EXHIBIT (SPECIFICATION OF ALL EXHIBITS)

We will exhibit products and services from the following product groups

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Machines to produce brushes, paintbrushes, paintroller, mops | <input type="checkbox"/> Packing, cutting machines        | <input type="checkbox"/> Other machines (detailed specification) |
| <input type="checkbox"/> Raw materials  | <input type="checkbox"/> Labeling machines                | _____  |
| <input type="checkbox"/> Accessories  | <input type="checkbox"/> Research and development         | <input type="checkbox"/> Others (detailed specification)         |
| <input type="checkbox"/> Tools  | <input type="checkbox"/> Specialized media and publishers | _____  |
| <input type="checkbox"/> Semifinished products  | <input type="checkbox"/> Associations and organisations   |  |
| <input type="checkbox"/> Packaging machines   | <input type="checkbox"/> Software                         |  |
| <input type="checkbox"/> Ancillary equipment  |   |  |

## 4 | PRODUCTS AND PLANNED EXHIBITS

**Products and planned exhibits**

This information is destined solely for internal use by the organizers and is a mandatory requirement for placement of your booth. It will not be published.

Our company:  Manufacturer  Supplier  Distributor  Service Provider  Project Developer  Research Institute

## 5 | STAND

**Preferred type and size of booth**

Please be aware that minimum sizes apply to the different booth types. This form can only be used to book booth area at Interbrush.\*

- 1-side open (row) min. 12 m<sup>2</sup>  
 3-sides (head) min. 48 m<sup>2</sup>  
 We plan a Two-Storey Booth

- 2 sides (corner) min. 24 m<sup>2</sup>  
 4-sides (block) min. 96 m<sup>2</sup>

<input type="text"/>	x	<input type="text"/>	=	<input type="text"/>
Width		Depth		Size m <sup>2</sup>

**Remarks**

\* For prices and cancellation fees please refer to the Exhibition Terms and Conditions on the next pages. We can not guarantee stand type and size mentioned above, but we will try to consider your preferences. Your booking for the booth size is binding; any subsequent reductions in size shall be subject to the terms and conditions of cancellation.

## 6 | SIGNATURE

**Please sign and fax to +49 761 3881 3006**

The applicant agrees to observe the Special Exhibition Terms, General Terms, Conditions for Exhibitions of the FAMA and Data processing policy as well as the valid Technical guidelines of the Fair Centre. Only complete and properly signed registration forms can be processed.

Place, Date

Signature

Company stamp and legally binding signature for the exhibiting company

Name of signatory in the exhibiting company [job title, in block letters]

## ORGANIZERS

**Freiburg Wirtschaft Touristik und Messe GmbH & Co.KG  
Messe Freiburg**

Neuer Messplatz 3  
79108 Freiburg i. Br., Germany  
Phone: +49 761 3881 02  
Fax: +49 761 3881 3006  
messe.freiburg@fwtm.de  
www.interbrush.com



The organizers are entitled to assign all rights and obligations arising out of the present application to any third party nominated by the organizers.

## Special Exhibition Terms

In the interest of the exhibitors and to simplify formalities, the **General Terms and Conditions for Exhibitions of the Fachverband Messen und Ausstellungen e. V.** shall apply to all exhibition terms to be regulated in uniform manner (next page), inasmuch as nothing else follows from the Special Terms of Business stated below.

## SPECIAL EXHIBITION TERMS & CONDITIONS Interbrush 2020

International Trade Fair for Machines -

Material and Accessories of the Brush, Paintbrush, Paintroller and Mop Industry

May 6<sup>th</sup> – 8<sup>th</sup> 2020

### Location

Messe Freiburg  
Neuer Messplatz 1  
79108 Freiburg, Germany

### Rental of floor space [raw space only]

<b>Row stand</b> min. 12 m <sup>2</sup>	<b>€ 114.00 per m<sup>2</sup></b>
<b>Corner stand</b> min. 24 m <sup>2</sup>	<b>€ 124.00 per m<sup>2</sup></b>
<b>Head stand</b> min. 48 m <sup>2</sup>	<b>€ 129.00 per m<sup>2</sup></b>
<b>Island stand</b> min. 96 m <sup>2</sup>	<b>€ 129.00 per m<sup>2</sup></b>

### Professional association fee

To preserve the interests and concerns of the industry sectors exhibiting at trade fairs and exhibitions and those of the event organisers, as well as to ensure quality assurance for the trade fair location of Germany, a professional association fee (**€ 0,60/sm** exhibition space in the exhibition halls and € 0,30/sm exhibition space at the outdoor area) is being charged to the exhibitors to support the work of the professional associations affiliated to the German trade fair business. The professional association fee is levied by and for the AUMA (Association of the German Trade Fair Industry), charged by the event organizer and paid directly to the AUMA.

### Disposal of waste materials and garbage € 2.00 per m<sup>2</sup>

Exhibitors are responsible for the proper disposal of waste materials occurring in the course of their set-up and dismantling for the fair. Exhibitors must collect and remove any packaging materials as they are not considered as wastes or garbage. During the trade fair days please separate all waste materials according to the various waste material types and place them in the corridors at the end of the fair. A rate of € 2.00 per m<sup>2</sup> stand space will be charged to cover the waste disposal costs during the whole duration of the fair.

### All prices are plus Value Added Tax.

### Stand assignments

Stands will be assigned by the event organizer.

### Use of stand, opening hours

The opening hours of the Interbrush 2020 are as follows:

6. May 2020	9.00 a.m. – 6.00 p.m.
7. May 2020	9.00 a.m. – 6.00 p.m.
8. Mai 2020	9.00 a.m. – 5.00 p.m.

The exhibitor is obliged to keep a sufficient number of staff attending to the fair stand during the entire opening hours of the fair. In case of noncompliance, the fair organizers shall claim a penalty for nonperformance of contract amounting to 25%, minimum 500.00 € at least of the booked fair stand space and reserve the right to exclude the exhibitor from taking part in future events.

### Admission, exhibits

With his registration, the exhibitor is obliged to adequately inform the event organizer about his company as well as the subjects and products that are to be exhibited. Admission to participate shall be based on this information. End products are excluded from the exhibition. These products are products, which are not machines, materials and accessories for the brush, paintbrush, paintroller and mop industry. The event organizer decides on the admittance of the individual exhibition objects, number 3 of the General Terms and Conditions for Exhibitions of the FAMA, Special Association for Fairs and Exhibitions, is pointed out.

Only registered and admitted products may be exhibited. If the intended or actual presentation at the event does not comply with the indications given beforehand, the event organizer is entitled to exclude the exhibitor from participating in the fair on short notice. The event organizer reserve the right to claim a penalty for nonperformance of contract amounting to 25% of the booked fair stand space and exclude the exhibitor from taking part in future events.

### Stand design / Fair stand construction

Please observe that stand partition walls must be erected towards neighboring stands and that carpet flooring is compulsory. Constructions reaching above 2.50 m in height require special approval of project management. Depending on the type of construction, the written consent of the immediate stand neighbors must also be provided and submitted to project management of the FWTM.

Within the limits of the stand area, the overall structural height of the fair stand must not exceed 6.00 m. Structural elements or appliances kept within the limits of the stand area must be arranged in such a manner that they do not disturb or offend the neighboring exhibitors. All materials must be non-flammable. Further restrictions regarding stand design remain reserved.

### Special considerations regarding air traffic

The exhibitor is hereby notified that the exhibition site is located within close proximity of the airfield and helicopter landing pad for the Freiburg University Clinic surgical department. The exhibitor must avoid doing anything which could disturb or endanger operations there, especially: The installation and operation of light sources (i.e. lasers of bright, intense lights) which could be distracting or blinding for the aircraft crew during air traffic control operations is prohibited. No radio sets, radio telephones or "walkie-talkies" may be installed whose signals could interfere with the communication systems, the radio navigation systems of the airfield or helicopter landing pad or the onboard systems, of the aircraft in transit there.

The construction of the exhibitor must not intrude into or violate the restricted zone of take-off and landing strip of the airfield. For constructions higher than 7.8 meters, special permission is required from the exhibition administration.

All emissions are prohibited which could reduce visibility for aircraft operating at the airfield landing pad.

Any dampening of the landing and take-off surfaces at the airfield must be strictly avoided. The Trade Fair Management would

like to point out that those emissions which accompany air traffic (noise, etc.) should be expected and taken into account.

### Important notice to stand construction

It is prohibited to fasten any objects to the walls of the exhibition hall, any glass surfaces or the floor of the exhibition hall. Driving nails or drilling holes into the walls or into the floor is also not allowed. Eventual damages will be charged at the exhibitor's expense. Attachment or carpets to the floor of the exhibition hall is permitted only if a completely removable adhesive tape is used (DIN 18365), which is specially designed for carpets and PVC floor coverings.

### Set-up of stands

#### Set-up starts

Thursday, April 30, 2020

### Work must be completed by

Tuesday, May 5, 2020, 06.00 p.m.

(within the stand area until 10.00 p.m.)

During the set-up period the exhibition halls will be open from 08.00 a.m. to 08.00 p.m.

If the building of a stand has not started by Tuesday, Mai 5, 2020, 12.00 a.m., the stand will be decorated at the exhibitor's expense, as far as no alternative arrangements have been made. Claims for damages are inadmissible.

### Additional set-up days

If more time is required for set-up, a written application for approval can be submitted to FWTM in cases of urgency. Approval in this regard is contingent on hall capacity.

The application must have been received by FWTM at least 4 weeks before the start of the trade fair. The fee for one additional set-up day (08.00 a.m. to 05.00 p.m.) is € 250. An additional fee of € 50 shall be charged for each hour beyond the 05.00 p.m. deadline. The additional time required shall not exceed an ultimate deadline of 10 p.m.

### Dismantling the stands

#### Dismantling begins

Friday, Mai 8, 2020, 06.00 p.m. through

### Dismantling ends

Tuesday, May 12, 2020, 06.00 p.m.

The stand area must be handed over in an acceptable condition. The exhibitor is liable for damage to walls, floor and exhibition grounds.

### Liability, insurance

The Trade Fair Management urgently recommends that an insurance contract is closed for activities related to the exhibition, which also covers transport delivery and removal of exhibits and equipment, as well as a liability insurance covering personal and property damages. FWTM shall be liable for negligent violations of its obligations arising from the contract according to statutory rules. If it cannot be charged with gross negligence or intent, however, it shall only be liable for typical, foreseeable damage. In all other cases FWTM shall be liable if a legal representative or a leading employee has caused damage by intent or gross negligence. For all damages arising from injury of the body or health the relevant statutory rules shall apply. All other claims for damages arising from a breach of duty shall be excluded.

### Conditions of payment

Payment is due on receipt of the invoice. Objections against the stand rental charged must be made within 8 days of receipt of the invoice. **In the event of late payment the Trade Fair Management may, after prior payment reminder, dispose elsewhere of any stands that have not been paid in full, no grace period being granted.**

### Resignation / Contract cancellation

If FWTM approve, entirely or in part, to the exhibitor's withdrawal from registration or contract after a binding registration has been accepted, or a contract has been concluded, the exhibitor shall have to pay to FWTM an overall indemnity (compensation flat rate). The amount of the compensation flat rate will depend on the time FWTM receives such notice from the exhibitor indicating his intention to re-tract from his binding registration or conclusion of contract:

Time within which FWTM receives notice from the exhibitor	Compensation flat rate in % relative to fees and reimbursements which FWTM would justly claim in case of contract fulfillment
less than two months prior to the first fair or exhibition day	100%
less than four, but two months or more prior to the first fair or exhibition day	50%
four months or more prior to the first fair or exhibition day	25%

In addition to the compensation flat rate, the exhibitor shall have to reimburse such costs for which he is accountable from orders already placed.

If the exhibitor is able to prove that FWTM either did not suffer any damage at all, or only suffered damages which were less than those that are covered by the compensation flat rate to indemnify the damage, the exhibitor shall pay a compensation which shall be reduced accordingly.

Any request to resign from contract, or any cancellation of contract, can only be made in writing. Contract cancellation or withdrawal is only considered legally effective when FWTM has stated its approval in writing. FWTM can give its consent under the condition that the rented stand may be rented otherwise. If the stand cannot be rented to a third party, FWTM shall, in the interest of the overall appearance, be entitled to assign the stand unoccupied to another exhibitor, or use the stand for other purposes. In such case, the exhibitor shall not be entitled to claim any reduction of the rent payable for his stand. Potential costs for decoration or equipment provided to the non-occupied stand shall be exclusively borne by the exhibitor.

### Special regulations

The exhibitors are responsible to strictly abide by the regulations of construction work supervision, fire protection, the VDE (Association for Electrical, Electronic & Information Technologies), the municipal affairs office, and the local police. The use of spirit, oil, gas, or the like for cooking, heating and other purposes is prohibited. Smoking is prohibited in the exhibition halls. The use of gas cylinders is absolutely prohibited inside the halls and tent-roofed areas. Two-story

exhibition stands require the prior consent of the event organizer. The exhibitors are obliged to apply for a special permit for two-story exhibition stands at the relevant public authorities and to comply with pertinent requirements.

It is prohibited to distribute advertising brochures and leaflets outside the perimeter of the rented stand area. Gambling, lotteries and raffles as well as games of chance depending on admission tickets are absolutely prohibited.

### Use of stand outside opening hours

Any use of the fair stand outside the regular opening hours of the fair (e.g. conferences, stand parties) must be communicated to FWTM in writing at least 4 weeks in advance of the fair. The express written consent of FWTM is required. The expenses for additional exhibition hall security measures resulting thereof depend on the size of the fair stand and the attendance present (€ 150 – 350 plus legal sales tax.). Use of stands is possible until 10 p.m. at the latest.

### Ban on disposable receptacles

The use of disposable receptacles is prohibited. Beverages may only be dispensed in reusable containers, e.g. in glasses or in bottles on which a deposit is charged. Cans, plastic beakers and bottles on which no deposit is charged may not be distributed. Food may not be served on disposable plates or in disposable, portioned containers.

### Open sales / selling of food and beverages

The open sale or distribution of any kind or brand of food or beverage (including samples) against payment requires the expressed permission of the Trade Fair Management and the previous approval/permission of the local authorities. The exhibitor is alone responsible for it. Same applies to serving food and beverages (including samples), if these are free of charge and supplied to the exhibitor by professional caterers. Serving alcoholic beverages requires an additional permission in compliance with the Licensing Act, irrespective of any payments involved. The exhibitor is also alone responsible for it. Handling out merchandise of any kind or brand, including food and beverages, is prohibited outside of public houses and restaurants after 06.00 p.m.

### Exhibitor's promotional activities and exhibitor's events

All promotional activities according to number 12 of the General Terms and Conditions are restricted to a company's own exhibition stand.

**It is prohibited to undertake any publicity or promotional activities outside the exhibition grounds during Interbrush opening hours, if these activities keep people from visiting the trade fair.** This also applies to receptions, invitations, plant and other visits. If in doubt, please contact FWTM for clarification. Should FWTM decide that the intended publicity event is detrimental to the interests of the trade fair as defined above, the exhibitor must refrain from proceeding with it.

If an exhibitor violates obligations as defined in section one and two above, FWTM has the right to: Immediately close the stand and / or issue an order to stay away from the trade fair site and / or an exclusion from the next Interbrush. It is within the discretion of FWTM to enforce this right. Enforcing the right does not release the exhibitor from his obligation to pay the stand rental.

### Organizer advertising activities

FWTM is entitled to use the name and the company logo of the exhibitor in connection with advertising designed to attract exhibitors and visitors to Interbrush in any given form (e.g. brochures, trade fair catalogues, press advertisements, Internet, etc.). For this purpose, the exhibitor shall make a file with the company lettering and logo available in electronic form to the organizer.

### House rules

The Trade Fair Management reserves the right to issue house rules including further instructions, dates and forms, to be handed out at latest upon allocation of the stand.

### Contract partners of Messe Freiburg

For electricity, water and compressed air installations, ceiling suspensions, security service, cleaning personnel, as well as the employment of special work equipment (cranes, fork-lift trucks, scaffolding) only service partners authorized by FWTM are to be commissioned.

### Technical instructions

The service manual for exhibitors including order forms can be downloaded beginning from autumn 2019 under [www.interbrush.com](http://www.interbrush.com) or will be sent to the exhibitor on request.

### Executive and legal body

Management, organization, execution and legal responsibility:  
Freiburg Wirtschaft Touristik und Messe GmbH & Co. KG  
Messe Freiburg  
Neuer Messplatz 3  
79108 Freiburg, Germany  
Phone: +49 761 3881-02  
Fax: +49 761 3881-3006  
Email: [messe.freiburg@fwtm.de](mailto:messe.freiburg@fwtm.de)  
Internet: [www.messe.freiburg.de](http://www.messe.freiburg.de)  
On behalf and for account of Messe Freiburg Objektträger GmbH & Co. KG, Neuer Messplatz 3, 79108 Freiburg.

### Projectmanagement:

Thomas Vesper  
Phone: + 49 761 3881-3410  
Fax: + 49 761 3881-3006  
Email: [thomas.veser@fwtm.de](mailto:thomas.veser@fwtm.de)

### [www.interbrush.com](http://www.interbrush.com)

# General Terms and Conditions for Exhibitions of the FAMA Fachverband Messen und Ausstellungen e. V. (Special Association for Fairs and Exhibitions)



## 1. General

The following provisions shall govern the legal relationship between the organiser of an exhibition and the respective exhibitor. They can be supplemented by „Special Terms and Conditions for Exhibitions“ and the „House Rules“ valid for the respective exhibition. Any agreements deviating from the „General and Special Terms and Conditions for Exhibitions“ shall require the written form to become legally effective.

With his application, the applicant acknowledges these „General Terms and Conditions of the FAMA, Fachverband Messen und Ausstellungen e. V.“, the „Special Terms and Conditions for Exhibitions“ applying to the particular exhibition, and the „House Rules“ as binding upon himself and all persons employed by him at the exhibition. Any General Terms and Conditions of the exhibitor that are conflicting with the above-mentioned conditions shall not become part of the contract, even if they are not expressly contradicted.

The organiser's remuneration shall comprise all main and subsidiary services rendered by the organiser for the exhibitor for the purpose of holding the event and shall discharge these. The remuneration for the main services can be gathered from the application and the „Special Terms and Conditions for Exhibitions“. The exhibitor shall be informed in advance, if so requested, of the costs of supply systems to be installed at his request and of other subsidiary services, e. g. gas, water, electric power supplies. The trade association contribution shall be calculated net per rented square metre and shown separately on the invoice.

## 2. Application

The application for participation in the event shall be made using the validly signed application form. In case application is made using an on-line form, this form shall also be valid without signature by sending it to the organiser.

No conditions or reservations imposed by the exhibitor on the application form, for instance regarding the exact position of the exhibition stand or the exclusiveness within a product group, shall be permitted and these shall be considered irrelevant for the conclusion of the contract. They shall only develop legal effectiveness if they are confirmed in writing by the organiser before or at the time of contract conclusion.

The application shall constitute an offer of the exhibitor to which the exhibitor shall remain bound up to 8 days after the deadline specified in the „Special Terms and Conditions for Exhibitions“, but at the most up to 6 weeks prior to the opening date of the exhibition, unless admission has been granted in the meantime. If an application is received later or after the closing date for applications, the exhibitor shall be bound for a fortnight.

## 3. Admission / contract conclusion

The contract between the organiser and the exhibitor (contract of participation) shall be concluded with receipt of the confirmation of admission or the invoice at the exhibitor's either per letter, fax or per electronic transmission. The right to admit exhibitors and individual exhibits is incumbent solely on the organiser if necessary with the assistance of an exhibition advisory board or the exhibition committee. The organiser shall be entitled to limit the number of registered exhibits and to alter the amount of registered floor space if conceptually necessary. A change to the floor space may in particular be made to reach the specified minimum dimensions of the stand and apart from that shall have to give due consideration to the exhibitor's interests. The organiser may exclude individual exhibitors from the exhibition for legitimate reasons, such as lack of space. The organiser may restrict exhibition admission to particular exhibitor, supplier or visitor groups should this be required to serve the purpose of the exhibition. The exclusion of competing exhibitors may not be requested or confirmed.

Ordinary termination of the contract of participation shall be excluded; the right to extraordinary termination shall remain unaffected by this. The organiser shall in particular be entitled to termination of the contract of participation without notice for cause if the conditions for admission of the exhibitor subsequently cease to exist or are no longer met, as well as if despite two reminders, the exhibitor is in default of payment. In case of an extraordinary termination for which the exhibitor is responsible, he shall be obliged to pay a fee amounting to 25 % of the remuneration to cover any costs already incurred.

A release from the contract at the exhibitor's request is possible (see paragraph 5). However, the organiser shall not be obligated to grant the request.

If any justified objections or complaints in respect of the goods offered or the exhibitor's work approach arise, the organiser shall in the general interest be entitled and authorised to immediately take appropriate rectifying action. In such a case, the organiser can cancel existing contracts for subsequent exhibitions, because essential requirements on which these contracts are based are no longer given.

It is not permissible to exhibit second-hand goods or goods that have not been registered or approved.

## 4. Changes — Force majeure

Unforeseen events rendering the planned realisation of the exhibition impossible and for which the organiser is not responsible entitle the latter to

- a) Cancel the exhibition prior to its opening. If cancellation takes place more than 6 weeks but not more than 3 months prior to the opening date, 25% of the remuneration will be charged to cover costs. If cancellation takes place in the last 6 weeks prior to the opening date, the contribution towards expenses shall be raised to 50%. Furthermore, any expenses incurred at the exhibitor's request shall be paid as well. If the exhibition must be closed on account of force majeure or by an official order, the agreed remuneration and all the costs to be borne by the exhibitor are to be paid in full.

- b) Postpone the date of the exhibition. Exhibitors who can prove that the exhibition will then coincide with another exhibition for which the exhibitors already have a firm booking may be released from the contract in accordance with paragraph 5.

- c) Shorten the duration of the exhibition. Exhibitors are not entitled to be released from the contract. Nor will any reduction of the remuneration be allowed.

In all cases, the organiser shall make decisions of such serious nature in cooperation with the appointed committees or exhibition advisory boards and shall give notice as early as possible. Claims for damages shall be barred for both parties in all cases.

## 5. Release from the contract

Should the organiser exceptionally permit a release from the contract after binding registration or admission, 25% of the remuneration shall be charged as reimbursement of costs as well as any expenses incurred out of existing orders upon the request of the exhibitor. In this case, the exhibitor is expressly granted the right to prove that no or lesser damage has been caused to the organiser.

Application for release from the contract must be made in writing. It shall be deemed to be legally binding only if the organiser also gives his consent in writing. The organiser may make such release dependent on whether the allocated floor space can subsequently be put to other uses. Re-allocation of the floor space to another exhibitor then corresponds to a release from the contract for the original exhibitor, but the latter shall have to pay the difference between the effective remuneration and the remuneration actually achieved, plus any fees payable pursuant to paragraph 1.

If the floor space cannot be put to other uses, the organiser shall in the interest of the overall appearance of the event be entitled to move another exhibitor to the unoccupied stand or to fill the stand in some other manner. In this case, the released exhibitor shall not be entitled to claim any reduction in remuneration. Any costs incurred for decoration or for filling the unoccupied stand shall be borne by the released exhibitor.

## 6. Stand assignment

Stands shall be assigned by the organiser on the basis of aspects arising from the concept and theme of the exhibition. The date of receipt of the application shall be irrelevant. Special requests shall be taken into consideration where possible, but there is no legal obligation to do so. The exhibitor shall be notified in writing of the location of the stand. As a rule, notification hereof is given in connection with the admission

confirmation and hall and stand number. Complaints must be made in writing within 8 days of receipt of notification of the stand assignment. The exhibitor shall be obliged to accept a minimal reduction in assigned floor space, where this is required for technical reasons. The reduction may be a maximum of 10 cm in width and length respectively and does not entitle to a reduction of the remuneration. This does not apply for prefabricated stands or system stands that have been expressly registered as such. A stand may only be relocated for compelling reasons. The organiser shall be obliged to offer the respective exhibitor an as far as possible equivalent stand/floor space. In this case, the exhibitor shall be entitled to cancel the contract without mutual indemnification within two days after notification. The withdrawal shall be made in writing. The above provision does not apply to stands that are moved a few metres in the same hall. The organiser reserves the right to alter the location of entrances, exits, emergency exits and passages. The organiser shall be obliged to immediately notify exhibitors in writing of any alterations referring to the location, size or type of stand.

## 7. Assignment of the stand to a third party, sale on behalf of third parties, co-exhibitors

The exhibitor shall not be entitled to leave the stand assigned to him to third parties in whole or in part free or in return for payment or to swap it with another exhibitor without the organiser's written approval. The exhibitor shall act in his own name vis-à-vis visitors and shall not be entitled to accept orders on behalf of other companies.

Admission of a co-exhibitor shall only be permitted if this has been approved by the organiser in writing. The co-exhibitors shall have to designate a joint representative in their application. Any notices and explanations of the organiser to the designated representative shall be deemed to have been given to and received by all co-exhibitors. In case of the admission of co-exhibitors, all co-exhibitors shall be jointly and severally liable for the organiser's remuneration.

When orders from visitors are accepted, the order confirmation must contain the full contact details of the suppliers and of the exhibitor.

## 8. Terms of payment

50% of the remuneration to be paid to the organiser shall be paid within 30 days of invoice date, the remainder by 6 weeks prior to the opening date, unless otherwise agreed in writing or otherwise specified in the „Special Terms and Conditions for Exhibitions“. Invoices issued later than 6 weeks prior to the opening date shall be due immediately in full. After the due date, the organiser shall be entitled to charge default interest. This interest shall be based on the legal provisions of § 288 BGB (German Civil Code) and currently amounts to nine percentage points above the basic interest rate per year. The organiser reserves the right to provide evidence of higher damages caused by default. Following futile reminders, the organiser may at his own discretion and subsequent to corresponding notice dispose otherwise of stands that are not

# General Terms and Conditions for Exhibitions of the FAMA Fachverband Messen und Ausstellungen e. V. (Special Association for Fairs and Exhibitions)



paid in full. In this case, he may refuse the exhibitor the use of the stand and the issue of exhibitor passes.

The organiser holds a lessor lien in the exhibits brought to the exhibition for all unfulfilled obligations and resulting expenses. The organiser shall not be liable for accidental damage or loss of the pawned goods and has the right to sell such goods in the open market upon written notification thereof. It is assumed that the exhibitor is the sole proprietor of the goods brought to the exhibition.

## 9. Design and outfitting of the stands

For the entire duration of the exhibition, the name and address of the exhibitor shall be displayed at the stand in an easily recognizable form. The exhibitor shall be responsible for outfitting his stand within the scope of any instructions on the part of the organiser with regard to a standardised form of construction. The guidelines issued by the organiser must be heeded to ensure a good overall appearance. If the exhibitor sets up his own stand, he may be requested to submit to the organiser true-to-size drawings for approval prior to commencing work. The use of pre-fabricated and system stands shall be expressly stated in the application. The name of the firms commissioned to execute the design and construction work shall be submitted to the organiser. Stand boundaries may not be exceeded under any circumstances. Exceeding the prescribed installation height requires the express approval of the organiser. The organiser is authorized to request the removal or alteration of exhibition stands, the installation of which has not been approved or does not conform to exhibition requirements. Should the exhibitor fail to comply with this written request within 24 hours, the organiser shall be entitled to remove or alter the stand at the exhibitor's expense. If it is necessary to close the stand for the same reason, the exhibitor shall not be entitled to claim reimbursement of the remuneration.

## 10. Advertising

Advertising in any form whatsoever, particularly the distribution of printed advertising material and the addressing of visitors are permitted only within the stand. The use of loudspeaker systems, musical performances or film or slide projection and any kind of audio-visual media - even for advertising purposes - requires express approval by the organiser, and notice must be given well in advance. Demonstrations involving machines, acoustic equipment, projection equipment and modems, even for advertising purposes, may be restricted or prohibited even after permission has been granted if such demonstrations are considered a disruption of the general order of the exhibition. If the organiser operates a loudspeaker system, he reserves the right to make announcements.

## 11. Construction

The exhibitor shall be obliged to complete construction of the stand within the deadlines specified in the "Special Terms and Conditions for exhibitions". If construction has not been commenced at noon the day before the opening of the exhibition, the organiser has the right to dispose of the stand at his own discretion. The exhibitor shall be liable to the organiser for the agreed remuneration and in addition for any other expenses incurred. Under no circumstances shall the exhibitor be entitled to claims for damages. Complaints concerning the location, size or type of stand must be made in writing to the organiser before stand construction commences and no later than one day after the specified date of construction commencement. All materials used for construction must be flame resistant.

## 12. Stand operation

The exhibitor shall be obliged to outfit his stand with the registered exhibits for the duration of the exhibition, and, unless the stand has been expressly rented purely for representation purposes, the stand must be kept staffed by trained personnel at all times. The exhibitor shall be responsible for cleaning his stand and shall perform this work daily after the exhibition is closed. The organiser shall be responsible for cleaning the other parts of the premises, other parts of the halls and passages. The exhibitor shall be required to avoid and separate waste according to recyclable materials. Additional costs for sewage and refuse disposal shall be charged according to the "polluter-pays-principle".

All exhibitors shall be required to show due consideration vis-à-vis the organiser and the visitors during the course of the exhibition and during construction and dismantling of the former. The organiser shall be entitled to stipulate exact regulations in the "Special Terms and Conditions for exhibitions" and the "House Rules" to ensure mutual consideration is shown and to take adequate action to the point of extraordinary termination of the contract of participation, if – after prior written warning - an exhibitor persistently keeps on contravening against the instruction to show due consideration.

## 13. Dismantling

No stand may be vacated, in whole or part, prior to the closing of the exhibition. Exhibitors violating this provision shall be charged with a fine of 50% of the net remuneration. Further damage claims shall remain unaffected by this.

Exhibits may not be removed after termination of the exhibition if the exhibition management has asserted its lessor lien. The removal of exhibits despite notification shall be considered a violation of the lessor lien.

The exhibitor shall be liable for any damage to the floor, walls and materials made available to the exhibitor. The exhibition floor space used by the exhibitor shall be left in its original condition not later than the deadline specified to completely vacate this area. Any mounted materials, foundations, excavated areas and resulting damage are to be completely removed and/or repaired.

Otherwise the organiser shall be entitled to have this work carried out at the expense of the exhibitor.

Exhibition stands that are not dismantled by the specified deadline or exhibits left behind shall be removed at the expense of the exhibitor and shall be stored at the exhibition forwarding agent with no liability for loss or damage.

## 14. Utilities

General illumination shall be provided at the organiser's expense. If the exhibitor desires any connections, this shall be stated in the application. Installation and consumption shall be at the exhibitor's expense. In the case of ring cables, costs shall be shared on a pro rata basis.

All installation work up to the stand outlet may only be performed by firms approved by the organiser. These firms shall be commissioned to perform such work through the organiser's procurement and with his approval, and they shall present their statements for installation and consumption directly to the exhibitors in compliance with the price guidelines issued by the organiser.

Terminals and equipment that do not comply with the relevant regulations - in particular VDE regulations and regulations of the local public utilities - or the consumption of which is higher than reported, may be removed from the exhibition premises by the organiser at the exhibitor's expense or put out of order. The exhibitor shall be liable for any damage caused by the use of unregistered connections, or by installations that have not been executed by the installation firms approved by the organiser. The organiser shall not be liable for interruptions or fluctuations that may occur in the power, water, gas and air pressure supplies.

## 15. Security

The grounds and the halls shall be generally guarded by the organiser without liability for losses or damage. The exhibitor himself shall be responsible for supervising and guarding his stand, also during construction and dismantling periods. Special guards may be employed only with the organiser's consent.

## 16. Liability

The organiser, his employees and assistants shall not be liable for any damage resulting from slightly negligent violations of duty. This shall not apply to damage resulting from injury of life, body or health or violation of guarantees and shall also not apply to claims according to the Product Liability Act. In addition, the liability for the violation of duties, the performance of which facilitates the due performance of the contract in the first place and on the observance of which the exhibitor may regularly rely on (cardinal duty), shall remain unaffected. In the cases covered by this paragraph, the organiser shall be liable in accordance with the statutory provisions.

In case of violation of a cardinal duty, the organiser's liability shall be limited to the typically foreseeable damage with the exclusion of any liability for consequential damage.

## 17. Insurance

Exhibitors are strongly advised to insure their exhibits accordingly and to acquire liability insurance at their own expense.

## 18. Photographs, drawings, films

Professional photographs, drawings and films on the exhibition grounds may only be made by authorised companies or individuals.

## 19. Domiciliary rights

The organiser exercises the sole domiciliary rights on the exhibition premises for the duration of the event and can decree "House Rules". Exhibitors and their employees may enter the premises and the halls only one hour prior to the opening of the exhibition. They have to leave the exhibition halls and premises at the latest one hour after closing time. It is prohibited to remain on the premises overnight.

## 20. Statute of limitations

Exhibitors' claims against the organiser shall become time-barred within a period of one year, starting with the end of the month during which the last day of the exhibition was held.

Any claims of the exhibitors against the organiser shall have to be asserted in writing within a cut-off period of six months, starting with the end of the month during which the last day of the exhibition was held.

The regulations of the above two paragraphs shall not apply if the organiser, his employees or assistants can be charged with wilful intent or grossly negligent behaviour, or if the organiser's liability is based on the statutory provisions in accordance with paragraph 16.

## 21. Place of Performance and Court of Jurisdiction

The place of performance and the court of jurisdiction are at the domicile of the organiser, even in cases where claims are asserted by way of summons, unless otherwise provided in the "Special Terms and Conditions for Exhibitions".

Reprints of this publication or any parts thereof are not permitted.

As at January 2018

# Data processing policy

## 1. Name and contact details of data controller and company data protection officer

The data controller is FWTM Freiburg Wirtschaft Touristik und Messe GmbH & Co. KG, represented by its managing directors, Hanna Böhme and Daniel Strowitzki.

The data controller can be reached as follows:

Address: Neuer Messplatz 3, 79108 Freiburg  
Telephone: +49 761 3881 - 3101 / - 1101  
Fax: +49 761 3881 - 3127  
Email: messe.fwttm@fwttm.de  
Website: www.fwttm.freiburg.de

The data protection officer for FWTM Freiburg Wirtschaft Touristik und Messe GmbH & Co. KG is our certified data protection officer and attorney, Marc E. Evers.

Our data protection officer can be reached as follows:

Address: Burgunder Str. 20, 79104 Freiburg  
Email: datenschutz@datasekure.de

## 2. Collection and retention of personal data, and nature and purpose of the use of these data

### a. Collection of data in connection with event registration

When you register with us for an event, we collect the following information:

1. company data (company name, address, tax numbers etc.)
2. personal data (title, name, email address, telephone number) of managing directors, heads of sales and marketing, officers, contacts.

This data is collected to enable us to:

1. identify you as one of our exhibitors;
2. provide appropriate services for you;
3. contact you;
4. invoice you;
5. process any liability claims or assert any claims against you.

Your data are processed at your request; in accordance with Article 6 para. 1 sentence 1 (b) GDPR, this processing is necessary for the aforementioned purposes in order to ensure adequate organization of the event and the mutual fulfillment of obligations.

The personal data collected by us will be retained until the end of the statutory retention period, after which they will be deleted, unless we are obliged to retain the data for longer in accordance with Article 6 para. 1 sentence 1 (c) GDPR due to retention and documentation duties arising from tax or commercial law (the German Commercial Code HGB, German Criminal Code StGB or Fiscal Code of Germany AO), or unless you have given your consent to retention beyond this period in accordance with Article 6 para. 1 sentence 1 (a) GDPR.

### b. Use of data in connection with subscriptions to our email newsletter

When you subscribe to our newsletter, we will use the data which are necessary for this purpose or have been shared separately by you to regularly send you our email newsletter in accordance with your consent in accordance with Article 6 para. 1 sentence 1 (a.) GDPR. You can unsubscribe from our newsletter at any time, either by sending us a message using the contact details given above, or by clicking on the "unsubscribe" link in the newsletter. After unsubscribing we delete all collected data except the e-mail address, as far as you have not expressly consented to a further use of your data or we reserve the right to further data use, which is permitted by law and about which we inform you in this statement.

### c. Use of data for email advertising in the absence of a newsletter subscription, and your right to object

If we have obtained your email address in connection with the sale of a product or service and you have not objected, we reserve the right to regularly send you offers via email concerning products from our range which are similar to the item previously purchased. You can object to this use of your email address at any time by sending us a message using the contact details given above, or by clicking on the link provided for this purpose in the advertising email, without incurring any costs other than the transmission costs according to the basic rates. This serves to safeguard our legitimate interests, which are predominantly justified in the context of a weighing up of interests, in a promotional approach by our customers in accordance with Art. 6 para. 1 sentence 1 (f) DSGVO.

### d. Use of data for postal advertising, and your right to object

Furthermore, we reserve the right to retain your name and surname, your postal address and – provided that we have received this additional information from you as part of the contractual relationship – your title, academic qualifications and professional title, industry description or trade name in databases or compiled lists, and to use this information for our own advertising purposes, for example to send interesting offers and information about our products by post. You can object to the retention and use of your data for these purposes at any time by sending us a message using the contact details given above. This serves to safeguard our legitimate interests, which are predominantly justified in the context of a weighing up of interests, in a promotional approach by our customers in accordance with Art. 6 para. 1 sentence 1 (f) DSGVO.

### e) Collection of images or videos of individuals at events

Photos and videos are taken during events held in the rooms and open spaces used by Freiburg Wirtschaft Touristik und Messe GmbH & Co. KG. As such, photos or videos may be taken in which individual visitors or organisers can be recognised. These photos and videos are collected for the purpose of presenting the events in brochures and press reports and on social media channels and FWTM websites.

This serves the purposes of our legitimate and, on balance, overriding interests in depicting the event for advertising purposes and in addressing our customers pursuant to Article 6 para. 1 sentence 1 (f) GDPR. We never use the data collected for the purpose of drawing conclusions about you.

You can find further explanations of your rights regarding photo and video recordings under point 5. of this Privacy Policy.

## 3. Transfer of data to third parties

We will not transfer your personal data to third parties for any purposes other than those listed below.

Insofar as this is required in accordance with Article 6 para. 1 sentence 1 (b) GDPR for the organization of the event with you, your personal data will be transferred to third parties. This includes, in particular, the transfer of these data to co-organisers and their representatives as well as to companies or their representatives in the following fields:

- 1) Stand construction, service, technology, fittings
- 2) The media / publishers / communications / the internet
- 3) Authorities and other groups

These third parties may only use the transferred data for the purposes stated.

## 4. Rights of data subjects

You have the right:

1. to withdraw the consent once given to us at any time, in accordance with Article 7 para. 3 GDPR. This means that we will not be allowed to continue the data processing for which the consent was originally given;
2. to request information about your personal data which are processed by us, in accordance with Article 15 GDPR. In particular, you may request information about the processing purposes, the category of personal data, the categories of recipients to whom your data have been or are disclosed, the planned retention period, the existence of a right to correction, erasure, restriction of processing or objection, the existence of a right to make a complaint, the origin of your data, if they were not collected by us, and the existence of automated decision-making including profiling and any significant information regarding details of this;
3. to request the immediate correction or completion of your personal data which are stored by us, in accordance with Article 16 GDPR;
4. to request the erasure of your personal data which are stored by us, in accordance with Article 17 GDPR, insofar as the processing of these data is not required in order to exercise the right to freedom of expression and information, in order to fulfill a legal obligation, for reasons of public interest or in order to establish, exercise or defend legal claims;
5. to request a restriction on the processing of your personal data, in accordance with Article 18 GDPR, insofar as you contest the accuracy of the data, the processing of the data is unlawful but you oppose their erasure and we no longer require the data but you require them for the establishment, exercise or defense of legal claims, or you have filed an objection against the processing of the data in accordance with Article 21 GDPR;
6. to receive the personal data which you have provided to us, in a structured, commonly used and machine-readable format, or to request the transmission of these data to another controller, in accordance with Article 20 GDPR, and
7. to lodge a complaint with a supervisory authority in accordance with Article 77 GDPR. As a general rule, you may lodge a complaint with the supervisory authority with jurisdiction over your habitual residence or place of work.

## 5. Right to object

Provided that your personal data are being processed on the basis of legitimate interests in accordance with Article 6 para. 1 sentence 1 (f) GDPR, you have the right to object to the processing of your personal data, in accordance with Article 21 GDPR, provided that there are reasons for this resulting from your particular situation.

To use your right to object, simply send an email to the address shown above.

Last updated March 2019