

## 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 plus VAT 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.\*

- |  |  |                      |   |                      |   |                      |
|--|--|----------------------|---|----------------------|---|----------------------|
| <input type="checkbox"/> 1-side open (row) min. 12 m <sup>2</sup>                                  | <input type="checkbox"/> 2 sides (corner) min. 24 m <sup>2</sup> | <input type="text"/> | x | <input type="text"/> | = | <input type="text"/> |
| <input type="checkbox"/> 3-sides (head) min. 48 m <sup>2</sup>                                     | <input type="checkbox"/> 4-sides (block) min. 96 m <sup>2</sup>  | <b>Width</b>         |   | <b>Depth</b>         |   | <b>Size sqm</b>      |
| <input type="checkbox"/> We plan a Two-Storey Booth  |  |                      |   |                      |   |                      |
| <input type="checkbox"/> We would like to keep our confirmed exhibition space from Interbrush 2020 |  |                      |   |                      |   |                      |

**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 send via Email to [info@interbrush.com](mailto:info@interbrush.com)**

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  
[messe.freiburg@fwtm.de](mailto:messe.freiburg@fwtm.de)  
[www.interbrush.com](http://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.

## General 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 2022

International Trade Fair for Machines -

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

May 4<sup>th</sup> – 6<sup>th</sup>, 2022

### 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/sqm** exhibition space in the exhibition halls and **€ 0,60 sqm** 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 organiser 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 2022 are as follows:

|             |                        |
|-------------|------------------------|
| 4. May 2022 | 9.00 a.m. – 18.00 p.m. |
| 5. May 2022 | 9.00 a.m. – 18.00 p.m. |
| 6. May 2022 | 9.00 a.m. – 17.00 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 non-compliance, the fair organizers shall claim a penalty for non-performance 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 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 here.

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 28, 2022

### Work must be completed by

Tuesday, May 3, 2022, 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 3, 2022, 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, May 6, 2022, 06.00 p.m. through.

### Dismantling ends

Tuesday, May 10, 2022, 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 retreat 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. Handing 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 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 2021 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  
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.

### Project management:

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

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

# 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 made using the legally signed registration form. In the case of registration by using an online form, the registration is also valid without 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 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.
- 3.3 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.
- 3.4 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.
- 3.5 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 25% 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 6.3. 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 6.5., 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.
- 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 avoidance 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 Any photo coverage of the trade fair/exhibition in the press, radio and digital media requires prior accreditation by the organiser.
- 17.3 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.
- 17.4 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.
- 17.5 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 3.3. for good cause.
- 17.6 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.

# 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.freiburg@fwtm.de  
Website: www.fwtm.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