

## General Exhibition Terms and Conditions

Trade exhibition organised by the German Hearing Instruments Industry Association (BVHI Bundesverbandes der Hörsysteme-Industrie e.V.) on occasion of the International Congress of Hearing Aid Acousticians.

Last update: January 2021

### 1. Scope of Application

These General Exhibition Conditions and the other conditions specified in Section 3.2, sentence 2, alone shall govern any type of legal relationship created or existing in connection with the exhibition associated with the EUHA International Congress of Hearing Aid Acousticians (hereinafter: "Exhibition") between and among the Exhibition organiser Bundesverband der Hörsysteme-Industrie e.V., Herriotstraße 1, 60528 Frankfurt am Main, Germany (hereinafter: "Organiser") and the persons or companies participating or willing to participate in the Exhibition hosted by the Organiser (such persons or companies: "Exhibitors"). Standard business conditions of Exhibitors shall apply only if and to the extent expressly approved in writing by the Organiser.

### 2. Participation as Exhibitor, Exhibits

2.1. The following products and presentations may be displayed at the Exhibition:

- a) hearing aids;
- b) accessories for hearing aids;
- c) batteries, battery chargers;
- d) supplies for the production of otoplasty devices;
- e) audiometers and other digital or analogue audiological measuring instruments;
- f) expert books, specialist magazines and similar publications.

2.2. Manufacturers qualify as Exhibitors for groups (a) to (e) and publishers or industrial, non-profit interest groups qualify as Exhibitors for group (f).

### **3. Registration, stand application**

3.1. For a valid, legally binding registration for the Exhibitor, the electronic stand application must be sent after these General Exhibition Conditions have been accepted without reservation.

- The rules and regulations of the trade fair operator are a component of the contract and are acknowledged by the Exhibitor upon registration. These technical guidelines are valid in the direct contractual relationship between BVHI and the Exhibitor. In the event of contradictions between the present Exhibition Conditions and the rules and regulations of the trade show operators, the order of precedence of the documents shall be as follows:
- These General Exhibition Conditions of the Bundesverband der Hörgeräte-Industrie e.V.;
- General conditions of contract regarding the exhibitors' service manual
- Technical Regulations of the trade fair operator and the Organiser
- Special Term of Contract

All rules and regulations can be accessed, and saved as printable pdf files, on the websites ([www.ausstellung-euha.org](http://www.ausstellung-euha.org) and [www.exhibition-euha.org](http://www.exhibition-euha.org)) of the Organiser. Upon request, the Organiser will also provide printed copies of the rules and regulations.

3.2. No conditions and/or reservations may be imposed in the stand application. In particular, no Exhibitor may demand that competition be excluded.

3.3. The Organiser must receive stand applications no later than by the deadline indicated by the Organiser. Late applications cannot be considered.

### **4. Admission. Binding Date**

4.1. The management of the Organiser, together with the Exhibitor's board if appropriate, will decide on the admission of Exhibitors and exhibits as it deems due and appropriate.

4.2. The exhibition contract is deemed concluded and legally binding only when the Exhibitor receives written confirmation of admission from the Organiser.

4.3. The Organiser may, for an objectively justified reason, and in particular so if there is not enough space available, exclude Exhibitors from the event and restrict the Exhibition to specific groups of Exhibitors if this is necessary to achieve the purpose of the Exhibition. The Organiser is also entitled to impose restrictions on exhibits and/or reallocate exhibition spaces that have been applied for.

4.4. The admission applies exclusively to the exhibits applied for, the Exhibitor designated in the admission and the stand space allocated in the admission. No other than the admitted goods applied for will be permitted at the Exhibition.

4.5. An Exhibitor cannot be admitted to more than one stand. A joint location of stand space by a group of Exhibitors, subletting or other partial or total letting of stand space to co-/sub-exhibitors or other third parties or accepting commissions for other companies is excluded.

- 4.6. Exhibitors wishing to exchange their allocated stand spaces need to obtain the Organiser's prior written consent.

## **5. Stand Allocation**

- 5.1. The Organiser is legally entitled to dispose of the exhibition space and conference rooms.
- 5.2. Stands are allocated at the discretion of the Organiser as it deems due and appropriate, taking into account the event concept, the motto of the Exhibition, the products, the structure of the event and the rooms and space available.
- 5.3. The allocation and size of the stands are communicated electronically to the Exhibitor usually 8 (eight) weeks after the application deadline has expired.
- 5.4. The Exhibitor cannot demand to be allocated specific spaces. Requests for a specific stand location, stand sizes or other individual requests included in the stand application are not binding upon the Organiser.
- 5.5. The space requirement of the Pillars, support columns, jutties and installation connection points are included in the calculated stand space and are not reasons for a claim to reduce the stand rental or other claim based on a defect.
- 5.6. If there is an unforeseeable important technical or administrative reason, the Organiser shall be entitled to reallocate the initial stand structure with respect to surface, size, form or length and change or altogether close passageways, entrances or exits. The Organiser shall inform the Exhibitor as soon as possible of such necessity. In the event that allocated stand space is reduced, the Organiser shall reimburse the Exhibitor the difference in rental. If the Exhibitor's stand area, and thus the gross stand rental to be subsequently invoiced, significantly increases, the Exhibitor shall have the right to withdraw from the contract. The Exhibitor has no other right to claim a reduction, or other right, or claim for damages against the Organiser based on such aforementioned claims.

## **6. Stand Rental. Conditions for Payment. Set-Off. Lien**

- 6.1. The stand rental is calculated per square metre and includes build-up and dismantling times. The stand rental further includes operating expenses with the exception of necessary additional partition walls to adjacent stands. They must be ordered separately from a contractor against invoice. Individual operating and consumption costs of the stands (electricity, water, et cetera) are not included. The Exhibitor has to settle these costs directly with the contractors of Messe.
- 6.2. The stand rental is exclusive of the then applicable VAT.
- 6.3. The invoice is sent to the Exhibitor after the order confirmation. To be considered, complaints must be made in writing within a period of 10 (ten) working days following receipt of the invoice.
- 6.4. Stand rental is due immediately and must be transferred into the bank account of the

"Bundesverband der Hoersysteme-Industrie e.V." with Commerzbank, bank account number 98961700 (bank code 500 800 00), IBAN: DE25500800000098961700, BIC: DRESDEFFXXX, no later than 14 (fourteen) days following receipt of the invoice.

- 6.5. The Organiser shall be entitled to charge interest for late payment in the amount of 9 (nine) per-centage points above the basic interest rate. The right to claim additional loss based on default is not excluded.
- 6.6. Without prejudice to the Organiser's right to withdraw from the contract according to Art. 7 of these Exhibition Conditions and/or its claim to have damage based on default reimbursed if the Exhibitor fails to meet its payment obligations in time, the Organiser shall have a right of retention regarding the stand space and any other contractual performance incumbent on it. The Organiser's right of retention according to sentence one applies for as long as the Exhibitor has not fully paid the stand rental. The Exhibitor has no claim for damages against the Organiser with respect to damage incurred by the Exhibitor as a result of the right of retention being lawfully exercised.
- 6.7. The Exhibitor may set off only those claims that are undisputed or against which no legal re- course is possible.
- 6.8. The Organiser shall have a lien on the exhibits and/or other items provided by the Exhibitor with respect to any duties the Exhibitor has failed to adhere to. If pending obligations are not adhered to within a grace period set by the Organiser, the Organiser will be entitled to put the col- lateral up for auction upon written notification or sell it otherwise at its own discretion. Costs for impounding and storage of the collateral shall be incumbent on the defaulting Exhibitor.

## 7. Withdrawal

- 7.1. Apart from the cases stated in Section 5.6, sentence 4, the Exhibitor has no contractual right to withdraw from the contract. Its statutory rights to withdraw from the contract remain unaffected.
- 7.2. In the event that the Exhibitor does not attend the Exhibition, this in no way affects its obligation to pay to the Organiser the agreed gross stand rental in full. Should the Exhibitor notify the Organiser in writing of its cancellation prior to the commencement of the Exhibition, stating in such written cancellation that this was due to plausible extraordinary circumstances, its payment obligation will be reduced to 75% of the agreed gross stand rental as liquidated damages. The Exhibitor will have to prove that extraordinary circumstances indeed exist. The Exhibitor has the right to prove that the Organiser has incurred no or significantly lower damage. The Organiser reserves the right to assert further damage.
- 7.3. The Organiser may withdraw from the contract with the Exhibitor for one of the following reasons:
  - a) the Exhibitor has failed to adhere to its payment obligations for more than 14 (fourteen) days;
  - b) the Exhibitor fails to meet its contractual obligations, including but not limited to those under the present Exhibition Conditions, even after expiry of a suitable grace period

- set;
- c) a petition for bankruptcy is filed or bankruptcy proceedings are started with respect to the assets of the Exhibitor;
  - d) the Exhibitor infringes on third parties' industrial property rights; (e) admission requirements are not, or no longer, satisfied; and/or
  - e) for another good reason.

In such a case, the Organiser may assign the allocated stand space to another party. The Exhibitor is then not entitled to set up its stand. The Parties to the contract agree that the Exhibitor shall have no right to claim damages from the Organiser.

- 7.4. If there are compelling reasons for which the Organiser is not responsible, taking into account the interests of the Exhibitors in carrying out the exhibition, the organizer is entitled to postpone, shorten, lengthen or temporarily close or cancel the exhibition in whole or in part. In this case, the Exhibitor will be reimbursed in full or in part for the stand rent he has paid. Any further claims for damages are excluded.
- 7.5. In the event that the Organiser's withdrawal is attributable to a fault of the Exhibitor, the Exhibitor shall pay to the Organiser as liquidated damages an amount equivalent to 75 per cent of the agreed gross stand rental. The Exhibitor is entitled to prove that the damage suffered by the Organiser has been significantly lower or that it has suffered no damage at all. The Organiser re-serves the right to claim additional damage suffered.

## 8. Force Majeure

- 8.1. The Organiser shall notify the Exhibitors immediately if force majeure or other reasons not attributable to the Organiser prevent the implementation of the Exhibition or the provision of the stand space. In such a case, the Exhibitor is released from its obligation to pay the stand rental and will be reimbursed any payments already made. The Parties to the contract agree that the Exhibitor shall have no claim to damages.
- 8.2. This also applies if, due to an official order for which the Organiser is not responsible, it is not possible to carry out the exhibition or make the stand space available.

## 9. Planning a Stand Build-Up

- 9.1. Plans shall be submitted to the Organiser for approval no later than 10 (ten) weeks prior to the start of the Exhibition. The board of Exhibitors will decide on the admission of stands. Planning documents will be treated confidentially.
- 9.2. The load-carrying capacity of the floors in the hall and the height and width of the entrance gates need to be taken into account.
- 9.3. Upon receipt of the approved plans, the Exhibitor is deemed to approve of the local framework conditions, unless it contradicts them in writing within a period of 10 (ten) working days. Local framework conditions which the Exhibitor has not objected or not objected in a timely manner shall not qualify as a valid basis for a claim. Furthermore, Art. 5.5 shall apply.
- 9.4. The stand must be completed within the specified build-up period. The exact set-up procedure is indicated in the relevant guidelines of the trade fair operator and the

Organiser. Set-up cannot start before the contractor of the Organiser has measured and outlined all the stands. The set-up of a stand must be completed by 6 p.m. on the day preceding the Exhibition. Until then, all empties and construction materials must be removed from the halls in order not to interfere with the final cleaning of the halls and the laying of the carpet in the aisles.

- 9.5. If an approved Exhibitor does not partake in the event, or if the Exhibitor has not come to its allocated stand by 18:00 (6 p.m.) of the day preceding the Exhibition or has partly or completely vacated its stand or withdrawn its staff prior to the end of the Exhibition, or if the approved exhibits are not displayed, the Organiser may dispose otherwise of the stand space, unless the Exhibitor is not responsible. The Exhibitor will remain liable to pay the full stand rental. The Parties to the contract agree that the Exhibitor shall have no right to claim damages. The Organiser reserves the right to claim damages.
- 9.6. The responsibility for the delivery, removal and/or storage of its materials shall be exclusively with each individual Exhibitor. The Organiser does not accept any liability for unimpaired build-up, dismantling and/or transport. The Exhibitor has no right to claim damages from the Organiser.
- 9.7. Vehicles must not be used on blocked-off roadways or green spaces or on unapproved hall areas.

## 10. Stand Design

- 10.1. The design of stand spaces is not subject to any restrictions other than those laid down in these General Exhibition Conditions and Art. 3.2 sentence two of the other Regulations mentioned.
- 10.2. The Exhibitor itself is responsible for the equipment and the design of its stand.
- 10.3. The maximum building height, including supports and cross beams is 5.50 metres (single storey).
- 10.4. The stand has to be identified with the company name of the Exhibitor written in its usual format and layout or in some other legible written form at an easily visible place.
- 10.5. The exhibitor is responsible for stand equipment and decoration. Exhibitors are obliged to decorate their stands carefully and in good taste. Stands which do not conform to the accepted standards will not be approved by the organizer until the necessary changes have been made. Unacceptable advertising will be similarly affected. **The overriding principle for the design of all exhibition stands is transparency. All open sides of the stand must be completely accessible.** The stand partition walls of all types of stands directly adjoining the stands of other exhibitors must not exceed a height of 3.50 m **unless permission** has been granted.
- 10.6. Visual barriers, walls or opaque design elements must be designed in a way that ensures that adjacent stands are not concealed. Their maximum height is limited to 2.5 meters. This rule applies to all elements fitted in the first five meters of the stand, measured at the front of the stand, where the stand and the thoroughfare meet.
- 10.7. Stand construction work must comply with statutory building and fire safety rules and

all other pertinent public regulations. Materials used must be flame-retardant and satisfy all the fire protection requirements. Other materials must be impregnated.

10.8. The stand design has to take into account that the sides adjacent to the aisles are open and that walls neighbouring other stands must be at least 2.50 m high.

10.9. Cabin-style designs on rented space require prior consultation with the Organiser.

10.10. The Exhibitor is under the obligation to obtain from the operator of the trade show premises information about existing safety devices (fire extinguishers, emergency exits, hydrants, etc.) as well as the emergency signals. They must not be covered or overbuilt.

10.11. Technical equipment in the hall must be operated exclusively by personnel of the operator. The Organiser cannot be held responsible for equipment failure and disturbances.

10.12. Changes and/or damage to floors, walls and ceilings are not permitted, nor are painting or wall- papering parts of the building. Additions or changes to existing equipment, furniture and installations require the prior written approval of the operator. Repair and removal work are initiated and commissioned by the operator. The costs for restoration of the original state have to be borne by the Exhibitor responsible.

## 11. Additional space design

11.1. The Exhibitor may, in addition to the exhibition space, book additional spaces. They are not part of the stand space and must not be used to entertain visitors.

11.2. The price includes the hall rental and the following rented fittings:

- a) Wall construction white h=2.50m
- b) 1 door with rectangular window, white, lockable
- c) Ceiling grid per sqm/m<sup>2</sup>
- d) Carpet (rep) per sqm/m<sup>2</sup>
- e) Low-voltage spotlights, 75 W each (per 3 sqm/m<sup>2</sup>) including set-up and dismantling

Own fittings by the Exhibitor must be agreed with the Organiser's contractor. This has no impact on the rental price.

11.3. Any violation of or non-adherence to the conditions for use of additional space will entitle the Organiser to impose a contract penalty of 50% of the gross rental price for the additional space.

## 12. Stand Services

12.1. The Exhibitor is under the obligation to staff its stand with qualified personnel at all times during the opening hours of the Exhibition and display the exhibits applied for. The stand and the conference rooms in the Exhibition hall must not be used by visitors prior to the official opening.

12.2. To access the stand of a third party outside opening hours, Exhibitors must first obtain



the stand owner's approval.

- 12.3. To make the event a success for all Exhibitors, catering should be kept within reasonable limits. Ice cream must not be offered.
- 12.4. Also with a view to the accompanying EUHA events, Exhibitors should refrain from inviting German hearing aid acousticians to receptions. This does not apply to the catering for foreign customer groups and individual invitations in the evening.
- 12.5. It is not allowed to give out samples against valuable consideration and exhibits must not be sold against cash; this does not apply to trade publications.
- 12.6. Machinery, equipment, etc. on display must be perfectly secured according to the accident prevention regulations prescribed by the employers' liability insurance as provided for by the rules of the Arbeitsgemeinschaft für Unfallverhütung (Working Committee for Accident Prevention).
- 12.7. If equipment is disassembled to demonstrate its function, any protection equipment dismantled must be shown and referred to as integral parts pertaining to the item.
- 12.8. The Organiser attends to the general cleaning of the fairgrounds, the Exhibition premises and the aisles. Additional disposal costs are charged to the person responsible. The cleaning of the stand itself is incumbent on the Exhibitor. Cleaning work must be finished before the Exhibition opens every morning.
- 12.9. Empties must not be stored at the stand for reasons of fire safety. During the exhibition storage of goods more than a day's requirement should be avoided within the stand.

### 13. Dismantling

- 13.1. Dismantling of the stands must not start before the official end of the Exhibition. The exact dismantling procedure is indicated in the relevant guidelines of the trade fair operator and the Organiser. Dismantling and carrier's personnel must not access the Exhibition hall prior to the official end of the Exhibition. (Partial) dismantling of stands ahead of schedule is not permitted. Furthermore, Art. 18 of the present Exhibition Conditions applies. Stand spaces must be returned in the same state as they have been taken over and must be totally vacated no later than within 48 hours after the end of the Exhibition.
- 13.2. Exhibits must be removed within 48 hours after the end of the Exhibition, provided that the Organiser has not exercised its right of lien according to Art. 6.7 of these Exhibition Conditions. Exhibits that have not been removed by this deadline will be collected and stored at the expense and risk of the Exhibitor. One month after the end of the Exhibition, the Organiser shall be entitled to put the exhibits up for auction upon written notification or sell them otherwise at its own discretion. Furthermore, Art. 19.4 of these Exhibition Conditions applies.
- 13.3. The Organiser is entitled to dispose of at the expense of the Exhibitor any remaining construction materials, packaging and/or other obviously worthless materials and also charge the cost incurred for transport and cleaning.



## **14. Installations, Connection Points and Telecommunications**

- 14.1. The Organiser is responsible for the basic services of the Exhibition premises, e.g. heating, ventilation, general lighting. Operating costs incurred for these services are included in the stand rental.
- 14.2. The Exhibitor shall for itself attend to, and be responsible for, any supply and disposal connections for electricity, water/wastewater, telecommunications and IT and other services it requires at its stand at its own expense. These supply and disposal services have to be sourced from the contractors designated by the trade show operator. The Exhibitor shall conclude any necessary contracts with the trade show operator or directly with the contractor(s). The Organiser does not assume any liability in this context.
- 14.3. The Exhibitor alone shall be responsible for the safe installation of equipment and wiring, e.g. electrical installations or water / wastewater pipes, in such a way as not to cause any obstruction or danger within the allocated stand space.
- 14.4. The Exhibitor shall be liable for damage attributable to unauthorised use of electricity, water and other supply services, unauthorised discharge of wastewater or to any other act or omission related to such unauthorised use or consumption.
- 14.5. The following electrical installations are not permitted:
  - a) unearthed devices without protective insulation;
  - b) neutralization of devices;
  - c) use of unearthed socket outlets and coupling devices, even in the case of insulated devices; and/or
  - d) defeating the protective earthing by using extensions and multiple plugs.
- 14.6. The Exhibitor must obtain the Organiser's prior consent for lines crossing thoroughfares or third- party stands; such lines have to be installed at the expense and the risk of the Exhibitor in such a way as not to cause any obstruction or danger.

## **15. Advertising**

- 15.1. At the exhibition, the Exhibitor must not promote and/or display goods of any type and in any way outside its own stand, in particular promotions in the thoroughfares.
- 15.2. The format of advertising slogans and displays must not exceed the size of the stand. Company logos and other letters represented by burning signal flares are prohibited.
- 15.3. Raffles, tombola's and small presents are permitted in general. The Exhibitor is advised to check carefully in advance what requirements apply.
- 15.4. Advertising must not be in conflict with the purpose of the congress, must not pursue political or ideological aims, and must comply with any applicable statutory and/or

public regulations; in addition, obtrusive advertising or advertising that is inappropriate for the character of the event is also forbidden.

- 15.5. The loudness level of acoustic and audiovisual presentations, including without limitation advertising presentations, must be such as not to unreasonably interfere with the interests of visitors and other Exhibitors. The maximum loudness is set at 80 dB. The Organiser is entitled to make measurements and prohibit interfering presentations, even if the threshold value of 80 dB has not been exceeded in the individual case.
- 15.6. The Organiser is entitled to have advertising materials removed from the premises if they do not comply with the provisions specified herein. Furthermore, Art. 18 of the present Exhibition Conditions apply.
- 15.7. If the Exhibitor installs signs or posters at its trade fair stand, it shall be liable for any resulting damage to walls or columns.

## **16. Exhibitor passes and Full Event Tickets**

- 16.1. For the duration of the congress, each Exhibitor is entitled to one free full event ticket per stand for the congress. It grants free access to the conference lectures. The ticket can be borrowed from the BVHI counter against presentation of an identity card or similar in order to attend individual lectures. Additional event tickets required have to be bought directly from the organiser of the congress.
- 16.2. In addition, the Exhibitor receives a number of free Exhibitor passes according to the size of its stand. These tickets are only valid for the industrial Exhibition. The Exhibitor has to buy any additional Exhibitor passes it requires from the Organiser.
- 16.3. Exhibitor passes are personal and non-transferrable. It is not allowed to access the Exhibition premises without a valid Exhibitor pass.
- 16.4. The Organiser will revoke tickets in the case of fraudulent use, e.g. unauthorised passing-on to customers.

## **17. Photos**

- 17.1 Commercial picture and sound recordings of stands or parts of stands or exhibits require the approval of the Exhibitor concerned and are permissible only during the opening hours if they do not interfere with visitor activities.
- 17.2 The Organiser is entitled to make, or to have made, picture and sound recordings of stands, parts of stands or exhibits for documentation purposes and/or own publications.

## **18. Security and Surveillance**

- 18.1. General surveillance of the Exhibition premises is incumbent on the Organiser's agents. The Organiser does not accept any liability for stand equipment, exhibits or other items on the stands.
- 18.2. The Exhibitor is under the obligation to attend to the specific surveillance of its stand, its

exhibits and other items throughout the Exhibition period, including construction and disassembly times. If the Exhibitor requires additional stand security it shall do so under its own responsibility and at its own expense. The Exhibitor shall use for its own stand surveillance only security companies used by the trade show operators and has to enter into a contract either with the trade show operators or with the security company directly.

- 18.3. Outside opening hours, valuables that can be easily removed shall be stored in a safe place. Furthermore, Art. 19.3 of these Exhibition Conditions applies.

## **19. Power to Enforce House Rules. Breach of Duty by Exhibitor**

- 19.1. The power to enforce house rules on the Exhibition premises lies with the Organiser, represented by its local Exhibition management or any other authorised representative of the Organiser, throughout the duration of the Exhibition, including build-up and dismantling times.
- 19.2. In the event of a culpable failure to comply with the present Exhibition Conditions, statutory or public regulations, other requirements of the Organiser or the rules of the trade show operator, the Exhibitor or its local Exhibition representative will be summoned to make good the failure and/or disturbance without delay. If the Exhibitor does not comply with the summons immediately, the Organiser, represented by its local Exhibition management, shall be entitled to impose a contract penalty in the amount of 50% of the gross stand rental. The penalty shall be paid immediately.
- 19.3. In the case of serious breaches or failures, the Organiser will be entitled to impose a contractual penalty according to Art. 18.2 without prior summons. In addition, and notwithstanding its right to withdraw from the contract according to Art. 7.3, the Organiser will be entitled to have the stand closed down immediately and exclude the Exhibitor from future stagings of the Exhibition. The Organiser cannot be held liable for economic loss incurred because the stand has been closed down or the Exhibitor excluded from future events. The Exhibitor has no right to claim back stand rental.

## **20. Warranty. Liability. Insurance. Time Limitation**

- 20.1. Save as otherwise provided in these Exhibition Conditions, the Exhibitor will not be entitled to reduce the stand rental, unless a defect relating to the rented stand space cannot be removed or unless the Organiser, despite being given an appropriate grace period to remedy the defect, has not endeavoured to remedy the defect or seriously and finally refuses to remedy the defect.
- 20.2. The Exhibitor will be liable to the Organiser for any damage based on whatever legal grounds, including without limitation breach of a contractual duty or liability in tort, culpably caused by itself, its staff or another authorised third party or agent. Damage occurred has to be notified to the Organiser forthwith.
- 20.3. The Organiser shall not be liable for the Exhibitor's insurance risk. The Exhibitor is under the obligation to prove that it has taken out adequate exhibition insurance cover, if so requested by the Organiser.

20.4. Claims for damages, based on whatever legal grounds, including without limitation breach of a contractual duty or liability in tort, of the Exhibitor against the Organiser are excluded. This does not apply in the following cases:

- a) intent;
- b) gross negligence;
- c) fraud;
- d) failure to comply with a guarantee granted;
- e) culpably caused injury to life, limb or health; or
- f) negligent breach of a fundamental condition of contract.

However, claims for damages arising from a breach of a fundamental condition of contract shall be limited to the foreseeable damage which is intrinsic to the contract, provided that not another case applies as mentioned above.

The Organiser assumes no liability for the personnel of carriers commissioned by the Exhibitor or other third parties acting on their own responsibility, even if arranged through the Organiser.

20.5. Any claims on the part of the Exhibitor are subject to a limitation period of 12 months calculated from the start of the statutory period. This does not apply to claims resulting from an intentional breach of duty. Such claims are subject to the applicable statutory limitation periods.

## **21. Venue and Applicable Law**

- 20.1. Place of performance and exclusive legal venue for all disputes arising directly or indirectly out of the contract shall be the courts of the exhibition city. The Organiser, however, shall also be entitled to bring an action at the Exhibitor's place of business.
- 20.2. The present contract and its interpretation are subject to German law. The German version shall be authoritative.

## **22. Severability**

The legal invalidity of one or more provisions of this Agreement in no way affects the validity of the remaining provisions. This does not apply if it would be grossly unreasonable for one of the parties to be obligated to continue the contract.