

Trade Show and Exhibitor Terms and Conditions

(Dated: 15 July 2019)

1. General

The Organizer of the event is "Verband für das Deutsche Hundewesen (VDH) e.V.", Westfalendamm 174, 44141 Dortmund, Germany, phone: +49 (0)231 565 000, fax: +49 (0)231 592 440.

The Organizer will have obtained permission to use the exhibition space based on a rental agreement with the local trade show company. The company VDH Service GmbH, Westfalendamm 174, 44141 Dortmund, Germany, phone: +49 (0)231 565 000, fax: +49 (0)231 592 440, will be commissioned with executing and organizing the event.

Exhibitor's participation shall be governed exclusively by the following Trade Show and Exhibitor Terms and Conditions (T&C):

2. Applications

Organizer's application form must be used to order booth space. The application form must be completely filled out by Exhibitor, signed with a legally binding signature and returned to VDH Service GmbH by the deadline for submitting applications. Exhibitor shall be bound to his/her application for a period of 12 weeks.

3. Acceptance Prerequisites

3.1 Participation as an Exhibitor shall be on the precondition that the products to be exhibited belong to the products/product groups shown on the enclosed List of Products. Exhibitor shall be obligated to provide the required information regarding him/herself, his/her company and the products he/she will be exhibiting.

3.2 VDH Service GmbH shall, at its own discretion, decide as to Exhibitor acceptance after duly taking available booth space as well as intended purpose and structure of the event into account. It shall not be obligated to justify rejections. Exhibitor shall not have the right to demand acceptance based on having participated in a previous event.

4. Conclusion of Contract, Covenant Not to Assign

4.1 In the event Exhibitor's application is accepted, Exhibitor shall receive either confirmation of acceptance, or an alternative proposal for the booth space desired by Exhibitor on his/her application. In the event Exhibitor is offered an alternative proposal, then this shall be deemed as accepted by Exhibitor should Exhibitor not object to the alternative proposal in writing within seven days.

4.2 VDH Service GmbH reserves the right to assign booth space to Exhibitor deviating from the contractually agreed type and/or size of booth space, or to relocate the booth or booth space, or to change the dimensions of the booth space, should this become necessary for planning-related reasons, in particular, for reasons of the overall layout of the trade show, available capacities or the architecture of the trade show facility. Exhibitor's right to withdrawal or to make claims for damages or any other claims shall in this case be precluded unless the size of the booth space offered is more than 20% smaller or larger than the agreed booth space. In this case, Exhibitor shall be permitted to withdraw from the contract. Otherwise, the rental fee shall be adjusted to correspond to the booth space offered.

4.3 Exhibitor shall not have the right to assign his/her rights pursuant to this exhibitor contract between him/herself and VDH Service GmbH to a third party.

5. Withdrawal by VDH Service GmbH

5.1 VDH Service GmbH reserves the right to terminate this contract and make claims for damages against Exhibitor should Exhibitor, in spite of being appropriately admonished by VDH Service GmbH and yet allowing a reasonable period of grace set by VDH Service GmbH to expire without remedying the situation, commit any of the following:

- exhibit articles that were not registered on the application, or are not certified for circulation, or are in a used condition unless the latter are shown for demonstration purposes only,
- be in default on contractually agreed payments related to this trade show,
- sublet the booth or booth space, or allow it to be used by third parties without the prior consent of VDH Service GmbH,
- belatedly set up or dismantle the booth, i.e., after expiration of the notified deadlines,
- not abide by the provisions pursuant to Items 10.1 to 10.5 of these T&C regarding the design and furnishings of the booth,
- become insolvent or be at risk of insolvency after conclusion of this contract, or VDH Service GmbH should learn after conclusion of this contract of Exhibitor's insolvency or risk of insolvency, and Exhibitor does not make payment or provide security for said payment within the prescribed grace period.

In the event VDH Service GmbH withdraws from this contract, it shall have the right to make claims against Exhibitor for damages in the amount of 35% of the booth space rental fee as well as for any incidental costs already incurred by VDH Service GmbH. VDH Service GmbH also reserves the right to make claims for damages in higher amounts. Exhibitor shall be permitted to provide objective evidence that said damages have either not come about or are significantly lower than the claimed lump sum amount.

5.2 Instead of withdrawing from the contract and making claims for damages, VDH Service GmbH shall, at its own discretion, have the following options for the various cases: in the case of exhibiting unregistered, uncertified or used goods, it can request that Exhibitor remove said goods from the exhibit; in the case of subletting or allowing third parties to use the booth or booth space without the prior consent of VDH Service GmbH, it can request that the third parties leave the booth or booth space; in the case of not abiding by the prescribed design and furnishings of the booth, it can obligate Exhibitor to change the design or remove the booth; in the cases of defaulting on payments, belated booth set-up or risk of insolvency, VDH Service GmbH can assign a different booth space to Exhibitor subject to adjusting the rental fees owed accordingly.

6. Force Majeure

Should unforeseen events beyond the control of VDH Service GmbH, in particular, such events as acts of terrorism, natural disasters, acts of God, building alterations being done by the owner of the trade show facility, water damage, evacuation or closure ordered by government authorities, etc., make it impossible to hold the trade show in part or in whole, or impossible to hold it in the manner planned, VDH Service GmbH shall have the right to withdraw from this contract. In such event, VDH Service GmbH shall be obligated to notify Exhibitor without delay, and in the case of complete cancellation of the show, to reimburse Exhibitor any payments already made, or in the case where the show is only partially held, to reimburse on a pro rata basis any payments already made.

7. Terms of Payment

7.1 The booth space rental fee and any other costs cited in the contract are net amounts, and all payments made against these fees must include the VAT applicable at the time the event takes place.

7.2 Exhibitor shall receive a separate invoice. The invoiced amount shall become due for payment on the date shown on the invoice. Should Exhibitor be 8 days delinquent in paying the invoiced amount, then VDH Service GmbH shall have the right to terminate the contractual relationship immediately without a period of notice, and reserves the right to make claims for any damages.

8. Co-Exhibitors/Shared Booths

Exhibitor shall not without the prior consent of VDH Service GmbH have the right to sublet the rented booth space, in part or in full, to third parties, or otherwise allow them to use it, or exchange it with them, nor the right to accept orders for other companies. Advertising for goods or companies not named in the application shall not be permitted to be displayed on the booth. All companies using the booth space in addition to the principle renter shall be deemed to be co-exhibitors. Companies that are only closely tied to the principle renter through business or organizational relationships shall also be deemed to be co-exhibitors. Company representatives shall not be permitted as co-exhibitors. Producers/providers of those goods, services and other products required to demonstrate Exhibitor's offerings shall not be deemed as co-exhibitors. Co-exhibitor and Exhibitor shall be deemed as jointly and severally liable to VDH Service GmbH.

9. Booth Space Assignment

9.1 VDH Service GmbH shall be solely responsible for booth space assignment. Its decisions are guided by aspects such as trade show/exhibition theme, design elements and the given architectural structure of the trade show facility. Special wishes of the Exhibitor are taken into account wherever possible. The date of receipt of Exhibitor's application is not a deciding factor. The booth space assignment is notified to the Exhibitor in writing and includes the hall and booth numbers.

9.2 The calculation of the assigned booth space always takes any architectural structures, such as columns or beams, into account. These shall not constitute grounds for claiming reduced rental fees. The booth space rental fee is based solely on the floor space rented, i.e., the booth floor space rental fee does not take account of possible booth boundary walls or any other booth constructions.

9.3 Once the booth space assignment has been made, VDH Service GmbH shall only be permitted to relocate the booth when there are compelling plan-related or architectural reasons for doing so, in which case VDH Service GmbH shall be obligated to assign the affected Exhibitor a booth space as equivalent as possible to the original booth space.

10. Booth Set-up, Booth Design

10.1 Before planning booth setup and design, Exhibitor shall be obligated to inform him/herself in good time from VDH Service GmbH of the architectural situation of the booth spaces he/she has booked (e.g., columns, fire prevention systems, etc.). If the booth has not yet been set up at least one day before the trade show begins, VDH Service GmbH shall have the right to give the booth space to someone else, or to fill it or decorate it in any other way. Exhibitor shall in this case be obligated to bear the full rental fee plus any additional costs already incurred. He/she shall additionally bear any costs incurred for decorating or filling the unused booth space.

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10.2 The design and setup of Exhibitor's booth shall be such that it does not interfere with or obstruct adjacent booths with its exhibits, advertising spaces or show objects.

10.3 The prescribed booth space boundaries must not be exceeded. Exceeding the prescribed height of 3.5 m for the booth and any other structures shall only be permitted subject to the express consent of VDH Service GmbH and possibly the adjacent exhibitors.

10.4 The booth must be manned with sufficient personnel and kept accessible to visitors at all times during the opening hours of the show. The name and contact address of the booth owner must be appropriately designated as such and clearly discernible to everyone throughout the entire duration of the show.

10.5 Any provision of complimentary food as well as distribution of foodstuffs and luxury consumables shall only be permitted subject to prior approval by VDH Service GmbH.

10.6 Fire protection for stand construction and decoration materials. Easily flammable, burning dripping or toxic gases and strongly smoke-forming materials such as polystyrene or similar are not allowed to use. Special requirements for load-bearing structural parts could be needed for individual cases for safety reasons (e.g. non-combustible). Decorative materials must be flameretardant in accordance with DIN 4102 at least B 1 or according to EN 13501-1 at least Class C. In some areas normally flammable decoration materials may be used, if these are sufficiently protected by the installation against flames. The test certificates for the building material classes of the materials must be available at any time. Deciduous and coniferous trees and shrubs may only be used with moist root ball. Bamboo, reed, hay, straw, bark mulch, peat or similar materials usually do not satisfy the mentioned requirements. The use of plastic cable ties for fastening statically stressed parts is not permitted.

11. Booth Dismantling

11.1 It shall be forbidden to partially or fully dismantle a booth before the trade show ends. Otherwise, a contractual penalty in the amount of one-half of the gross booth rental fee shall be invoiced.

11.2 The trade show premises/booth space must be returned to their original conditions. Used materials, display pedestals, holes dug, damages, carpet tapes and tape residues must be cleanly removed or repaired without damaging the underlying surfaces. Otherwise, VDH Service GmbH shall have the right to have this work done at Exhibitor's expense. VDH Service GmbH reserves the right to make further claims for damages.

11.3 Exhibitor shall additionally be liable for damages to floors, walls and materials made available on a rental or loaned basis. Booths or trade show/exhibition goods that have not yet been dismantled or removed by the end of the period prescribed for dismantling may be removed by VDH Service GmbH at Exhibitor's expense and stored at a moving company under preclusion of liability for loss and/or damages.

12. Exhibitor list

The organizers will publish a list of exhibitors. The mandatory entry contains the following information: company name, address, phone, email, website, industry classification. The data are published in the exhibition catalog, program book and on the web. Requirement is the timely existence of the application.

13. Liability of VDH Service GmbH

13.1 VDH Service GmbH shall not be obligated to take on any duty to exercise proper care of trade show goods and booth furnishings, and precludes any liability for damages or loss.

13.2 VDH Service GmbH shall only be liable for intent or gross negligence. In the case, however, of merely negligent breach of duty by VDH Service GmbH or by a person employed by VDH to perform an obligation on its behalf, VDH's liability shall be limited to the typical contractually-agreed, foreseeable damages. With respect to companies, liability for slightly negligent breaches of immaterial contractual obligations shall be completely ruled out.

13.3 The above-named limitation of liability shall not apply to bodily or health damages or loss of life attributable to VDH Service GmbH.

14. House Rules/Premise Authority

14.1 VDH Service GmbH shall have authority over the entire premises during the set-up and dismantling times and the duration of the event. VDH Service GmbH shall be authorized to give instructions.

14.2 Any house rules decreed by VDH Service GmbH and made known to Exhibitor shall be deemed as binding for the Exhibitor and for all persons engaged by him/her at the trade show/exhibition.

15. Classification of Exhibition Sectors/Over-the-Counter Sales

15.1 Products or services not designated or listed on Exhibitor's application shall not be permitted to be exhibited or offered.

15.2 VDH Service GmbH reserves the right to prohibit the distribution and display of unapproved exhibition goods and to secure these for the duration of the show at Exhibitor's expense. VDH Service GmbH reserves the right to make claims for further damages in individual cases.

16. Advertising/Sweepstakes or Other Games of Chance

Exhibitor shall only have the right to conduct advertising measures within his/her assigned booth space, such as in particular, distributing brochures and samples or directly approaching visitors. Posters, stickers or other printed advertising put up in the trade show halls without prior approval shall be removed during the trade show at Exhibitor's expense. VDH Service GmbH shall not be required to provide evidence of the perpetrator. Music and light shows, regardless of kind, or the broadcasting of music via loudspeaker systems must be expressly approved by the GEMA (German Association for the Protection of Rights Associated with Musical Performances and Dissemination of Music), and they must be registered with GEMA in a timely manner and the associated fees paid. This approval, just like the approvals for machine demonstrations, acoustic devices, projection devices or fashion shows, can be restricted or rescinded at any time in the interest of maintaining an orderly trade show. Particularly with violations of these regulations, VDH Service GmbH shall have the right to intervene and to require that the presentation be stopped. The activities of promotion teams outside of the assigned booth space shall also require written approval by VDH Service GmbH. Exhibitors who employ promotion teams without the written approval of VDH Service GmbH shall be obligated to pay to VDH Service GmbH a penalty amounting to 5,000 euros for each instance of violating the regulations. Prize competitions, quiz events, games of chance, among others, shall only be permitted to be conducted subject to the express consent of VDH Service GmbH.

17. Security

VDH Service GmbH shall take over general security of the trade show/exhibition premises, without, however, being liable for losses or damages. Exhibitor shall be responsible for guarding and securing his/her own booth. This shall apply during the set-up and dismantling phases, and before the event begins and after it ends.

18. Photography/Drawing

Photographing, drawing, and video and audio recording for commercial purposes on the trade show premises shall be subject to prior approval by VDH Service GmbH.

19. Recourse Clause/Bar to Recourse Due to Lapse of Time

19.1 Any claims to be brought by Exhibitor against VDH Service GmbH must be made in writing within three months after the end of the trade show/exhibition; it shall be precluded to make claims at a later date.

19.2 All claims of Exhibitor against VDH Service GmbH shall become unenforceable after six months from the end of the month in which the trade show ended due to lapse of time; excepted shall be claims regarding the liability of VDH Service GmbH for intent.

20. Place of Performance and Venue of Jurisdiction

Place of performance shall be Dortmund, Germany. Venue of jurisdiction for all reciprocal obligations pursuant to this agreement shall be Dortmund, Germany.

21. Concluding Provisions

21.1 Should any provision of these Trade Show and Exhibitor Terms and Conditions be or become invalid or unenforceable in part or in whole, the validity of the remaining provisions shall remain unaffected. In such event, the invalid or unenforceable provision shall be replaced by a valid provision that comes as close as possible to the economic intent of the original provision.

21.2 All agreements, individual approvals and special regulations must be confirmed in writing by the Organizer. This shall also apply to deviations from these Trade Show and Exhibitor Terms and Conditions.