

# Application Form & Terms and Conditions for Exhibitors

Organizer:  
tcworld GmbH  
Rotebühlstraße 64  
70178 Stuttgart  
GERMANY

+49 711 65704-0  
Fax +49 711 65704-99  
[info@tekom.de](mailto:info@tekom.de)  
[www.tekom.de](http://www.tekom.de)

# A Stand Application

Please complete and email to [sales@tekom.de](mailto:sales@tekom.de) or send by fax to +49 711 65704-99

## Exhibitor Information

Company Name of the Main Exhibitor

Contact Person for the Stand Application

Country/Postal Code/City

Phone

Email

Street/Number

Mobile/Availability During the Event

Contact Person for the Stand Organization/  
Administrator for the Stand Personnel

VAT No. (important)

Phone

Email

## Invoice Address (only if different from the exhibitor's address)

Company Name

Contact Person

Country/Postal Code/City

Department

Street/Number

Phone/Fax

VAT No. (important)

Email

## Co-Exhibitor

Please see Terms and Conditions for Registration and Participation for the additional fees for co-exhibitors.

### Co-Exhibitor 1 (minimum stand size 12 sqm):

Company Name

Street/Number

Country/Postal Code/City

Administrator for the Stand Personnel

Phone

Email

### Co-Exhibitor 2 (minimum stand size 15 sqm):

Company Name

Street/Number

Country/Postal Code/City

Administrator for the Stand Personnel

Phone

Email

# A Stand Application

Exhibitor's name: \_\_\_\_\_

## Rental Charges for Stand Areas

| Prices per sqm Floor Space for 3 Days (plus 19% VAT) |                              |                                  |                                |                                  |
|--|------------------------------|----------------------------------|--------------------------------|----------------------------------|
|  | Row Area<br>(open on 1 side) | Corner Area<br>(open on 2 sides) | Head Area<br>(open on 3 sides) | Island Area<br>(open on 4 sides) |
| <b>tekom Company Members</b>                         | 300 EUR                      | 330 EUR                          | 345 EUR                        | 370 EUR                          |
| <b>Non-Members</b>                                   | 415 EUR                      | 445 EUR                          | 490 EUR                        | 530 EUR                          |

The rental charge includes the floor area only, without any equipment. Stand construction and services provided such as power supply, cleaning etc. must be ordered separately.

- ☐ We have a tekomp company membership. Our member number is: \_\_\_\_\_
- ☐ We do not have a tekomp company membership. Our tax number (ID) is: \_\_\_\_\_
- ☐ We have a GALA or ELIA membership and pay the reduced fee for tekomp members.
- ☐ We would like to apply for a tekomp company membership. Please send us application information.

## Prices include digital services as follows:

### Showroom for information provision in the online area

- Name
- Logo
- Contact details
- Company description
- Upload of an image video
- Social media buttons
- Two URLs of your choice (examples: subscription link to a newsletter, blog or similar)
- Brochure storage (max. 10 items)
- Download storage
- Filter function by classification
- Contact form for getting in touch and making appointments

### NetworkingLounge

- Access to the participation list
- Contact requests and communication regarding the participation list
- Search by participants (filter function)

# A Stand Application

Exhibitor's name: \_\_\_\_\_

## Stand Area Required (minimum area: 9 sqm)

Size\*: \_\_\_\_\_ sqm or \_\_\_\_\_ x \_\_\_\_\_ m      Open sides\*: ☐ 1 ☐ 2 ☐ 3 ☐ 4 (limited quantity only)

Further requests\* (e.g. neighborhood, hall. Note: Water connection is only available in hall C2):

\_\_\_\_\_

\*Specific requests regarding stand type, stand position or size cannot be accommodated. Actual stand size will be indicated on the stand confirmation. The Terms and Conditions for Registration and Participation apply.

## Stand Construction

With the registration for the tekom exhibition, I agree to comply with the minimum requirements for stand construction. These requirements are fulfilled upon booking a stand package at the Messe Stuttgart. Individual stand constructions are possible if they are at least equivalent to the "Super Light" stand package of Messe Stuttgart.

Our stand's height is approx. ☐ up to 2 m ☐ up to 3.50 m ☐ higher than 3.50 m (maximum 5.50 m)

If known:

- ☐ We will probably book a stand construction package from Messe Stuttgart's offerings
- ☐ We are building an individual stand
- ☐ We already have our own fair stand with the dimensions \_\_\_\_\_ m x \_\_\_\_\_ m and a height of \_\_\_\_\_ m

## Other

For the exhibitors directory, the organizer requires text containing company information and a logo. The exhibitor should upload this information using the conference tool at <https://jahrestagung.tekom.de/mein-tagungs-tool>.

### More information about events, marketing packages and sponsorships:

- ☐ Yes, please keep us informed about upcoming national and international events via email, by post or by telephone. (The organizers shall use the specified data of the contact person for this purpose.)
- ☐ We are interested in a marketing package or sponsoring. Please call us.

**These consents can be revoked at any time. To revoke your consent, please use the unsubscribe link provided in all mails, send an email to [info@tekom.de](mailto:info@tekom.de), or fax us at the fax number indicated in the application.**

## A Stand Application

Exhibitor's name: \_\_\_\_\_

### Legally Binding Application

- ☐ We are fully aware that we have booked the floor area only, without any equipment. Registration may not be canceled.
- ☐ With this stand application, we accept and acknowledge, for our company, our agents and co-exhibitors, the [Terms and Conditions, house regulations and Technical Guidelines of Messe Stuttgart](#), Terms and Conditions of Participation of tcworld GmbH (see following pages) and the [data protection policy](#) as legally binding between ourselves and the organizer.
- ☐ We are aware that the discounted tekomp company membership prices are valid only with a tekomp company membership of at least one year.

\_\_\_\_\_  
Place

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Company Stamp, Legally Binding Signature**  
(Digital signature, i.e. scanned, is also valid)

## B Stand Application for a Microstand

Please complete and email to [sales@tekom.de](mailto:sales@tekom.de) or send by fax to +49 711 65704-99

### Flat-rate package for first-time fair exhibitors

With what is called a “microstand”, first-time fair exhibitors get a compact and affordable opportunity to present themselves at the fair. The requirement for booking is that the company has never before been an exhibitor at a tekom fair.

| Prices per Stand for 3 Days (plus 19% VAT) |           |
|--|-----------|
| tekom Company Members                      | 2,750 EUR |
| Non-Members                                | 3,350 EUR |

- ☐ We have a tekom company membership. Our member number is: \_\_\_\_\_
- ☐ We do not have a tekom company membership. Our tax number (ID) is: \_\_\_\_\_
- ☐ We have a GALA or ELIA membership and pay the reduced fee for tekom members.
- ☐ We would like to apply for a tekom company membership. Please send us application information.

### Exhibitor Information

\_\_\_\_\_  
Company Name of the Main Exhibitor

\_\_\_\_\_  
Contact Person for the Stand Application

\_\_\_\_\_  
Country/Postal Code/City

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email

\_\_\_\_\_  
Street/Number

\_\_\_\_\_  
Contact Person for the Stand Organization/  
Administrator for the Stand Personnel

\_\_\_\_\_  
Name/Mobile/Availability During the Event

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email

### Invoice Address (only if different from the exhibitor's address)

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Country/Postal Code/City

\_\_\_\_\_  
Department

\_\_\_\_\_  
Street/Number

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email

## B Stand Application for a Microstand

### Services

Price\* includes:

- Rental costs for the exhibitor area of approx. 4 qm
- Stand construction:
  - Shared area with carpet and standing-height tables
  - A back wall with the exhibitor logo, illuminated
  - (Note: additional roll-up displays of your own cannot be included. Upon request, however, the back wall can be designed for an additional charge)
  - 1 x barstool
  - 1 x triple power socket
  - Planning, transport, setup and dismantling
- Power supply, 230 V
- Electricity flat rate
- Daily cleaning and waste disposal
- Daily fees for 1 stand personnel (access to entire conference program incl. lunch)
- Entry in the exhibitors directory
- Showroom for information provision in the online area:
  - Company name
  - Logo
  - Contact details
  - Company description
  - Upload of an image video
  - Social media buttons
  - Two URLs of your choice (examples: subscription link to a newsletter, blog or similar)
  - Brochure storage (max. 10 items)
  - Download storage
  - Filter function by classification
  - Contact form for getting in touch and making appointments
- NetworkingLounge:
  - Access to the participation list
  - Contact requests and communication regarding the participation list
  - Search by participants (filter function)

*\* The price is based on a minimum of 16 exhibitors. If this number is not reached, we reserve the right to create a different stand design, of course of the same value, from that depicted.*



## B Stand Application for a Microstand

### Other

For the exhibitors directory, the organizer requires text containing company information and a logo. The exhibitor should upload this information using the conference tool at <https://jahrestagung.tekom.de/mein-tagungs-tool>.

#### More information about events, marketing packages and sponsorships:

- ☐ Yes, please keep us informed about upcoming national and international events via email, by post or by telephone. (The organizers shall use the specified data of the contact person for this purpose.)
- ☐ We are interested in a marketing package or sponsoring. Please call us.

These consents can be revoked at any time. To revoke your consent, please use the unsubscribe link provided in all mails, send an email to [info@tekom.de](mailto:info@tekom.de), or fax us at the fax number indicated in the application.

### Legally Binding Application

- ☐ We are booking a microstand and confirm that we fulfill the requirement above as a first-time exhibitor. Registration may not be canceled.
- ☐ With this stand application, we accept and acknowledge, for our company, our agents and co-exhibitors, the [Terms and Conditions, house regulations and Technical Guidelines of Messe Stuttgart](#), Terms and Conditions of Participation of tcworld GmbH (see following pages) and the [data protection policy](#) as legally binding between ourselves and the organizer.
- ☐ I am aware that the discounted tekom company membership prices are valid only with a tekom company membership of at least one year.

|              |             |   |
|--------------|-------------|---|
| <b>Place</b> | <b>Date</b> | <b>Company Stamp, Legally Binding Signature</b><br>(Digital signature, i.e. scanned, is also valid) |
|--------------|-------------|---|



## C Special Area: Sponsor Bar

If interested, please contact [sales@tekomp.de](mailto:sales@tekomp.de) or +49 711 65704-57.

### Increase your presence at the fair!

At the tekomp fair and tcworld conference, coffee, tea and soft drinks are offered to all visitors at no charge in the exhibition halls. The serving stations are heavily frequented during conference breaks.

If you book a sponsor bar, the drinks station paid for by the organizer is placed at the exhibitor stand.

This is designed by the exhibitor in coordination with the organizer as a pleasant (lounge) area with seating options.

The exhibitor rents the stand area at a discounted price.

The sponsor, of course, presents itself in this area as an exhibitor; however, this must be clearly labeled as a sponsor bar.

### Sales is happy to realize other ideas with exhibitors as well.

It's important to offer visitors a nice restart in this live-experience fair. Proposals by exhibitors for areas usable by the public, for example work, relaxation, or play areas are welcome.

Please contact us.



# Terms and Conditions for Registration and Participation

## Event

The tekom fair is part of the tekom Jahrestagung and the tcworld conference in the International Congress Center Stuttgart ("ICS"), November 08-10, 2022.

## Contracting Party

The contracting party is tcworld GmbH, Rotebühlstraße 64, 70178 Stuttgart, Germany ("tcworld"/"organizer") CEO: Dr. Michael Fritz. This service is provided in cooperation with the Association of Technical Communication – tekom Deutschland e.V. ("tekom") and the European Association for Technical Communication – tekom Europe e.V. The contract between the exhibitor and tcworld is valid solely on the basis of the following conditions; the inclusion of terms and conditions by the exhibitor is expressly prohibited.

The organizer provides services in cooperation with tekom. Contractual agreements must be in writing, whereas the submission of signed documents via email is sufficient. The primary exhibitor is solely liable for its co-exhibitors.

## Registration

Register using the attached registration form and forward these materials to tcworld with a legally binding signature. By registering, and if a fair stand is assigned, the registrant commits to participation in the fair and the setup of a fair stand. Registration cancellations are not possible. The exhibitor will receive an informal written notification upon receipt of its registration. The contract goes into effect with the stand confirmation from the organizer.

## Admission/Stand Allocation

The exhibitor will receive confirmation of admission with the stand number and other details after allocation of the stands. There is no legal claim to admission, even if admission was granted in previous years or if there was a prior notice or registration, insofar as this was not expressly agreed. If more registrations than there are available stand areas are received by the organizer before expiration of the registration deadline, the organizer shall make decisions regarding admission at its reasonable discretion.

The organizer allocates the exhibition stands according to uniform criteria and determines their location and size. Exhibitors' wishes for open sides, size and position shall be given consideration as much as possible. Planning may result in the allocated stand area being either larger or smaller than the desired stand area. Deviations of up to 20% from the specified average size are contractually allowed insofar as this is acceptable to the exhibitor. Depending on stand size and layout, the open sides requested cannot always be granted. There is no entitlement to fulfillment of specific requests regarding halls. If such wishes cannot be met due to site layout, this shall not entitle the exhibitor to cancel, withdraw from or terminate the fair contract. The organizer reserves the right to implement modifications which, for compelling reasons, may become necessary, even after conclusion of the fair contract. Such modifications shall not entitle the applicant to cancel, withdraw from or terminate the contract, or to claim compensation from the organizer, insofar as these modifications are acceptable to the exhibitor. In the event that this is not acceptable to the exhibitor, which is to be verified by the exhibitor, an adjustment is initially to be made by changing the stand area, then adjusting the exhibitor fees, before undertaking a withdrawal. Every exhibitor undertakes to inform itself, after stand allocation, of the specific building conditions of its stand location, such as the exact dimensions, including any columns or height restrictions.

The organizer will start planning the exhibition halls at the end of May. Registration after this date is still possible, provided that stand spaces are still free.

## Stand Space

The minimum area per individual exhibitor is 9 sqm; with one co-exhibitor, 12 sqm; with 2 co-exhibitors, 15 sqm. Existing columns in the stand area count as part of the stand area. The full rental fee is based on the organizer's measurements. Fractions of a square meter will be rounded up to the nearest square meter for billing purposes. The rental covers only the floor area excluding stand construction or partitions. Provision of electricity, water, or communication services is not covered by this contract. These, along with equipment, stand packages, furniture, WiFi and similar services must be ordered directly from Landesmesse Stuttgart GmbH ("LMS") with the provided forms at the Online Order System. To this end, a contract must be made exclusively between the exhibitor and LMS.

### Co-Exhibitors

Requests for admittance of co-exhibitors must be in writing, stating the full address, including the registration. Failure to submit this request can lead to the exhibitor being excluded from participation.

For co-exhibitors, the following fees apply:

Members: 230 Euro/day + VAT

Non-members: 280 Euro/day + VAT

A maximum of 2 co-exhibitors can be registered at one stand. The main exhibitor is responsible for informing the co-exhibitors about the exhibitor obligations. The main exhibitor will be billed directly for all co-exhibitor fees.

### Ticket Codes for Fair Tickets

Exhibitors will receive ticket codes to invite their customers. Using this ticket code, customers can obtain a free fair ticket. For every ticket used, the exhibitor who sent the invitation will be charged 15.00 Euro. Neither the ticket codes nor the free fair tickets shall be offered for sale.

### Design of the Fair Stands

For the stand construction, the General Terms and Conditions of Messe Stuttgart GmbH apply. In particular, we refer to Point 4 of the Technical Guidelines (Fair stand construction regulations) in this regard.

Moreover, the following conditions of tcworld apply:

Only single-story stands are allowed. The maximum construction height is 5.50 m. A number of stands in hall C1 are limited to a maximum construction height of 3.00 m.

The following minimum requirements must be fulfilled by the exhibitor:

- Floor space must be completely carpeted.  
We kindly ask that you check whether a recycled or reusable floor covering can be used.
- Stands must have a panel with the logo and name of the company, from which the exhibitor's name is visible.
- All open stand areas must be laid out with a transparent design. Closed constructions next to corridors are not allowed. The closed portion on a corridor side must not exceed 30%. A closed wall must be a maximum of 3 m long and, on the corridor side, be designed with a graphic. Authorization must be obtained for these types of stands.
- The exhibitor is obliged to construct a completely enclosed, stable white partition bearing no advertising next to the adjacent neighboring stand, in order not to compromise the design of this other stand. Exceptions may be agreed upon directly between exhibitors.

All stand packages of Messe Stuttgart fulfill these minimum requirements.

If a stand/exhibitor does not meet the minimum requirements, the organizer is entitled to ask the exhibitor to make adjustments to the stand. All expenses in connection with this will be borne by the exhibitor.

### Stand Construction Permits

- A stand construction permit from Messe Stuttgart is required if the building height exceeds 3.50 m or the floor space exceeds 30 sqm (however, static testing is not possible). Therefore, the exhibitor must submit the form "Stand Construction Permits" (available for download at the Online Ordering System), building/material specifications and stand construction plans as PDF files, no later than 8 weeks before the event (13.09.2022), to Messe Stuttgart. The fee is 50 Euro per stand. Stand construction approvals received later than September 14, 2022 are subject to a surcharge of 50%. After September 27, 2022 the surcharge will be 100%.

- A stand construction permit from Messe Stuttgart is required for stands with closed ceilings and special structures.

- Stand constructions below 3.50 m height and smaller than 30 sqm that are not ordered in stand packages via the Online Ordering System of Messe Stuttgart (individual stand constructions) must be authorized by the organizer. These plans must be made available to the organizer in digital form by October 7, 2022 at the latest.

### Construction and Dismantling of Stands

Construction: Monday, November 7, 2022, from 6:00 AM until Tuesday, November 8, 2022, 3:00 AM

In halls C1+C2 an early setup is possible on Sunday, November 6, 2022, from 7:00 AM until 8:00 PM upon application via the Online Ordering System of Messe Stuttgart and for a fee of 570 Euro per stand.

Dismantling: Thursday, November 10, 2022, from 6:00 PM until 12:00 AM (midnight).

After 4:00 PM, dismantling of stands may begin. Due to safety reasons forklifts, pallet trucks, empty containers, etc.

however, may be driven into the halls beginning only at 5:30 PM (the end of the closing ceremony is at 4:45 PM). The on-site forwarder Schenker has priority when driving into the halls to deliver exhibitor materials and empty containers stored on site. Dismantling times may not be extended.

Stands not occupied by 7:00 PM on Monday, November 7, 2022, unless notice of late arrival has been given, will be relocated for the overall appearance of the fair. However, the exhibitor is liable for the full amount of the stand rental as well as the construction costs.

If an exhibitor removes or disassembles its stand before 4:00 PM on the last day of the fair, it will be subject to a penalty fee of 500 Euro by fair management.

### Opening Hours

1<sup>st</sup> and 2<sup>nd</sup> day: Fair opening hours from 9:00 AM until 6:00 PM  
Opening hours for exhibitors: 7:30 AM until 7:30 PM  
Stand parties are possible until 11:00 PM after registering

3<sup>rd</sup> day: Fair opening hours from 9:00 AM until 4:00 PM  
Opening hours for exhibitors from 7:30 AM  
Dismantling of the stands from 4:00 PM until 12:00 AM

### Stand Personnel/Exhibitor Passes

The exhibitor must occupy the stand with knowledgeable personnel present during the entire fair period.

The stand personnel selected must be reported on the tekomp registration tool no later than October 21, 2022.

Therefore the administrator will receive a link from tcworld in time. The exhibitor passes must be downloaded by the attendee itself to enter the fairground. During assembly, disassembly and the trade fair, exhibitor passes must be visibly worn. The full balance must be received before the download of exhibitor passes.

The stand rental charge includes personnel in relation to the size of the space:

|                        |                        |                         |                         |
|------------------------|------------------------|-------------------------|-------------------------|
| Up to 9 sqm: 1 person  | From 20 sqm: 4 persons | From 40 sqm: 8 persons  | From 60 sqm: 12 persons |
| From 10 sqm: 2 persons | From 30 sqm: 6 persons | From 50 sqm: 10 persons |                         |

For additional stand personnel, the following fees will be charged:

Members: 95 Euro/day + VAT  
Non-members: 150 Euro/day + VAT

Exhibitor passes entitle you to attend the conference. The fee for exhibitor attendees includes lunch and beverages (self-service stations) during the event. Trade fair tickets (guest vouchers) are not valid as tickets for stand personnel. Fees for any registered stand personnel who have not canceled by October 28, 2022 will be charged in full after the conference.

### Beverage Stations

Beverage stations in the fair halls are available to fair visitors and exhibitors. Taking beverages to customers at the stand is not permitted. For this purpose, order beverages using the catering form from Messe Stuttgart GmbH.

### Photography

By entering the event, you give your consent to the organizer to take video recordings and photographs of trade fair stands and exhibits to be used for future promotional or advertising purposes.

Here, it is possible that signs protected by copyright, trademark, or other forms of protection are visible. For such a case, the exhibitor grants the organizer the right to photograph or film in connection with the fair stand and to use these recordings without limitation as to time or place, particularly for purposes of advertising and reporting on the event. This includes publication, public access and sublicensing. The exhibitor warrants that it is authorized to grant these rights and waives all objections arising from its rights of ownership and rights of use. If third parties should assert claims against the organizer arising from unauthorized use of these signs in advertising materials or event reporting, the exhibitor is obliged to hold the organizer harmless from all claims, including legal costs.

Persons other than those commissioned by the organizer require, for recordings of any kind, the express written permission of the organizer. An application form for this is available for download in the exhibitor area.

### Advertising

The exhibitor may book the tekomp advertising and sponsoring packages. Other advertising outside the stand is not permitted.

### **Cleaning and Waste Disposal**

The cleaning of outdoor fair premises and hallways shall be conducted by LMS. The exhibitor commits to cleaning its own rented space and stand.

Any storage of packaging material within, next to, or behind the stands, in the halls, or in the lot is prohibited and must be stored separately. Stand cleaning, waste disposal and the storage of empty containers can be ordered directly from Messe Stuttgart with the forms provided at the Online Ordering System. Significant for the handling of waste are the Waste Guidelines of Messe Stuttgart.

### **Insurance and Security**

The exhibitor shall be liable for any personal injury and/or property damage caused by the company and/or personnel. An exhibitor liability insurance policy is mandatory. The insurance must cover a minimum of 500,000 Euro for property, 1,000,000 Euro for persons and 5,000 Euro for property loss. Appropriate insurance can be ordered via the Online Ordering System at Messe Stuttgart with the form "Liability Insurance".

Security for the stands and/or exhibits during assembly and disassembly during and after open hours must be provided by the exhibitor. The organizer accepts no liability for damage caused by fire, burglary, theft, burst pipes, or weather conditions. Stand security can be ordered via the Online Ordering System at Messe Stuttgart.

General security of the halls, outdoor area, doors and elevators during the trade fair assembly and disassembly periods is provided exclusively by LMS. LMS is solely liable for these services, to the exclusion of the fair organizer.

### **Usage of Audio, Image or Video Equipment – GEMA**

The exhibitor shall contact GEMA (German Society for Musical Performing Rights and Mechanical Reproduction Rights) in the following cases: use of live music, recorded music, records, cassettes, CDs, DVDs, presentations of films with sound or videos with music. The relevant form, "GEMA Permit", can be found at the Online Ordering System.

Audio, image or video equipment may only be used if it does not disturb neighboring stands, which must not be affected in any way (max. 50 dB). Amplifying equipment may not be used.

### **Liability**

The organizer assumes no liability and does not guarantee success by participating in the exhibition, for example, in gaining customers, increasing recognition or similar.

Liability under guarantee is ruled out.

The right to price reduction is likewise ruled out. Exclusion of the right to price reduction does not, however, apply for defects concealed fraudulently by the organizer as well as for characteristics warranted by it. Further, this exclusion is not valid for claims of the exhibitor which are uncontested or which have been determined with legal finality. Price reduction is also only ruled out to the extent that the exhibitor is prohibited from enforcing the reduction by deducting from the agreed price. It can/must assert and enforce any claims for recovery itself in accordance with German Civil Code ("BGB") § 812.

The strict liability of the organizer according to § 536a, paragraph 1 of the 1st alternative BGB due to defects in the provision of stand space, stand structures or other items already existing at the time of the conclusion of the contract is excluded insofar as the organizer has not fraudulently concealed the defect or insofar as this limitation of liability concerns an essential contractual obligation ("cardinal obligation"). This applies mutatis mutandis to liability with regard to the reimbursement of futile expenses.

The organizer assumes no liability for objects brought to the event grounds by the exhibitor, if not otherwise agreed or regulated. These objects are stored at the sole risk of the exhibitor on or in the event grounds.

BGB § 539, paragraph 1 is ruled out.

The organizer shall be liable for property damage and financial loss caused by it or its agents through slight negligence only in the event of a breach of an essential contractual obligation, the fulfillment of which is a prerequisite for the proper execution of the contract and on the performance of which the exhibitor may regularly rely. This liability is limited in amount to the damages foreseeable at the time of the conclusion of the contract, the occurrence of which must typically be expected.



The organizer assumes unlimited liability for property damage and financial loss caused by it or its agents with gross negligence or with intent.

For damage to life, limb and health caused to the exhibitor by the organizer or its agents, the organizer shall be liable without limitation, i.e. for any kind of negligence or for intent. The limitations of liability do not affect the exhibitor's claims arising from product liability or from legally binding liability cases.

### Cancellation

The contract can be canceled, or admission as an exhibitor rescinded, on the following terms. Regulations on *force majeure* take precedence.

If there is an increased and/or unforeseeable state of danger not reasonable for holding the event, or for an important reason, the organizer can cancel the contract or rescind the admission of the exhibitor. This applies also and particularly if:

- it can be assumed that actions, presentations and measures initiated by the exhibitor or its co-exhibitors in the course of the event relate directly to political processes in Germany and/or abroad, and/or opinions are or will be discussed and/or expressed that are incompatible with basic democratic values and/or the Basic Law of the Federal Republic of Germany, and/or have a negative impact on the peaceful coexistence of people in Germany,
- the exhibitor is in violation of the house regulations of Messe Stuttgart or the terms and conditions of participation and the violation cannot be stopped or stopped in a timely manner before the event and also cannot finally be stopped or remedied,
- the exhibitor or a co-exhibitor is offering goods or services that are not approved,
- the stand area is not set up and prepared or carpeted by at the latest one hour before the start of the event ("lead time"), insofar as no other lead time has been agreed upon,
- defects or hazards are determined to exist that could endanger the health or life of a third party and are not attributable to the organizer,
- the required official authorizations and permits are not available, for which the exhibitor or a co-exhibitor were responsible for obtaining,
- if the following prohibitions are violated:
  - advertisement of any kind **outside of the stand area assigned to the exhibitor** is carried out or caused to be carried out, or flyers or other materials are distributed or caused to be distributed, insofar as this has not been permitted expressly and in writing by the organizer,
  - punishable, disorderly or generally negative actions are undertaken, or same is aided or incited,
  - wearing, carrying or having on one's person, using, showing or applying, or the solicitation or instigation to this end by individual or uniform clothing, flags, signets, badges, slogans, forms of greeting, labels, banners, signs, symbols, flyers or comparable objects, with the following content: far left or far right, or otherwise extreme, markings within the meaning of the German Criminal Code (StGB) § 86 a, inhuman, racist, xenophobic, glorifying the military, politically extreme, religious (insofar as these are not characteristics or clothing items of an acknowledged religion), obscene or offensive, defamatory, or those of parties or associations declared unconstitutional or otherwise prohibited. This also applies to proclamation and statements or the instigation thereof with the content named above. This also applies to personnel and assistants, as well as those of the co-exhibitors and invited guests or guests who have been invited to attend,
  - carrying, having on one's person, or using objects, or behaving in a manner suitable and usually intended to disrupt the orderly course of the event or to cause damage.
- an important reason is given that renders further cooperation by the organizer with the exhibitor unreasonable and the reason cannot be stopped or stopped in a timely manner before the event and also cannot finally be stopped or remedied.

Prior warning or setting of a deadline etc. is only necessary if cessation or non-occurrence of the reason for cancellation can be ascertained and further adherence to the contract is reasonable for the organizer, and the offender pays all additional costs arising from the warning or setting of a deadline as well as other necessary measures in advance or secures them accordingly by unconditional provision of security.

In the event of such a cancellation, the exhibitor is indebted to the organizer for the agreed costs and compensation, less any expenses saved. If cancellation occurs within two weeks before the start of the event or on the event, there shall be a refutable assumption that at least 90% of the agreed total costs is reasonable.

For its part, the exhibitor can cancel the contract without meeting a cancellation deadline if, taking into account all circumstances of the individual case and weighing the interests of both parties, it cannot reasonably be expected to continue the contractual relationship until completion of the services and/or until the agreed cancellation due to the exhibitor's conduct. In all other respects, the regulations on *force majeure* shall apply.

If the exhibitor cancels for an important reason, the agreed costs and compensation shall be reduced to that for which the exhibitor can otherwise use or which has already been or will be of use to it.

In all other cases, cancellation is ruled out.

### **Force Majeure and Other Serious Events**

In the case of *force majeure* that results in stoppage, cancellation or interruption of the event, the organizer is released from its duty to perform – in the event of partial performance, insofar as reasonable for the exhibitor, also partially with regard to the affected part (BGB § 275, paragraph 1).

*Force majeure*, which indirectly makes it impossible to hold the event (e.g. because the hall cannot be made available) or disrupts it within the meaning of BGB § 275, paragraph 2, also makes it impossible to fulfill the exhibitor contract. To this extent, the existence of the exhibitor contract is therefore dependent on the possibility of holding the event.

The organizer may demand or retain that portion of the agreed participation fees and costs which corresponds to the services already rendered by it in accordance with the contract and in legitimate expectation of the event being held, insofar as it is unable to utilize these in any other way and was justified in considering them necessary; if the event has not yet begun, however, a maximum of 30% of the agreed conference fees plus costs involving third parties. Both contracting parties shall each have the right to prove that the amount is reasonably higher or lower. It shall be presumed – in each case rebuttably for both contractual partners – that the reimbursement of expenses amounts to 5% of the agreed conference fees plus the costs involving third parties.

The organizer may charge for advertising services and other services actually provided for the event on a pro rata basis in accordance with the above paragraph. Insofar as an allocation is made to all exhibitors, this shall be done proportionately to the respective stand size.

In addition, any services rendered shall be rescinded in accordance with BGB §§ 346.

Claims for damages, loss of profit, claims for reimbursement of futile expenses, etc. against the organizer are ruled out, unless the organizer has caused the cancellation or termination through gross negligence or intent.

These consequences also apply insofar as impossibility exists as per BGB § 275, paragraph 2 or paragraph 3.

Other serious events that may not render the contract or the event impossible but disrupt it considerably, likewise result in the above-stated legal consequences, insofar as the exhibitor is not responsible for the disruption; such serious events may include, as examples:

- Governmental, official, police or legal prohibitions or decrees of termination or suspension.
- Recommendation by the authorities (federation, state, ministry, municipality, city, police, federal or state criminal investigation departments, officials, federal agencies or federal institutes, state agencies or state institutes, the Robert Koch Institute or comparable institutions), that the event not be held (e.g. due to a pandemic-like spread of a virus, or a storm or terrorist warning). This also applies even if the recommendation is not aimed specifically toward our event, but toward events of this type.
- If events comparable in type and size in the same or an adjacent district are canceled for the same reason.
- If a not insignificant number of attendees or exhibitors cancel their participation or presence at the event, actually or presumably on the basis of a specific event, and the defining character of the event is lost as a result, or the implementation of the event is unreasonable within the meaning of BGB § 275, paragraph 2. This also

applies if, despite considerable efforts on the part of the organizer, not enough visitors or exhibitors agree to attend or register.

- If it is or becomes economically unreasonable for the organizer to hold the event due to increased requirements by the offices named above within the meaning of BGB § 275, paragraph 2.
- If holding the event and/or continuing to advertise for the event and/or individual advertising measures would be perceived by the public as irreverent; an indication of irreverence is, for example, if a serious accident or incident (e.g. armed national or international conflicts) has occurred, and in each case in close temporal connection with the event in the city and district of the event to a considerable extent leads to special broadcasts on TV and/or radio, or mourning flags are ordered, or a not insignificant number of other events in the city and district are canceled for the same reason. Insofar as the temporal impact only extends to or is limited to the advertising measures, the above shall apply accordingly if this has significantly impeded the sale of tickets for admission and it is unlikely that such sales would be made up for once these impediments cease to exist.

For the purpose of protecting the health of the employees of both contracting parties, but also of the attendees and contributors, it is agreed that the regulations on *force majeure* shall apply mutatis mutandis or directly if

- a person indispensable in the holding of the event shows symptoms of illness resulting in a mandatory or recommended exclusion from the event according to the specifications of the Robert Koch Institute or a government agency and if this person cannot reasonably be replaced by another person and safely holding the event is thus no longer guaranteed;
- the exhibitor, its employees or assistants for stand construction or operation cannot appear or participate due to a sovereign travel ban, residence ban or participation ban and it or they cannot be reasonably replaced by other persons, thus rendering the contractual operation of the stand impossible or making adherence to the contract unreasonable for it, provided that an adjustment in accordance with the following sentence is not possible. If no case of *force majeure* exists by law or contract, the exhibitor is entitled to an adjustment of the contract in accordance with BGB § 313; an adjustment shall be made primarily by the exhibitor participating at the next best event date.

It is clarified that despite the knowledge that the contract is concluded in the course of the Sars-CoV-2 pandemic or in the course of similar events, both contracting parties may invoke *force majeure*, the cessation of the basis of the contract and other legal or contractual provisions. This also applies to other events that last for several weeks (e.g. spread of pathogens, armed conflicts, etc.).

#### Invoice/Terms of Payment

With the allocation of the stand in May 2022, the exhibitor shall make an advance payment of 50% + VAT of the stand rental charge. Payment of the remaining amount of the stand rental charge and admitted co-exhibitors shall be made by July at the latest. Registrations that are received after June 1, 2022, must immediately pay 100% + VAT of the amount charged + VAT for the stand rental and co-exhibitors.

If the advance payment on the stand rental is not paid, or not paid in full, within the deadlines, the organizer shall be entitled to award the allocated stand to others. In this case, the organizer may charge 8% interest over the base interest rate to the exhibitor.

#### Power Supply Charge

The cost of the fair's general energy consumption (hall lighting, elevators etc.) will be billed pro rata by tcworld after the fair, regardless of whether power supply for the stand was ordered or not. The following rates will be invoiced:

- Stand size up to 15 sqm: 75 Euro flat fee
- Stand size bigger than 15 sqm: 150 Euro flat fee

Power connection must be ordered at Messe Stuttgart with the forms provided at the Online Ordering System.

Connections and individual energy consumption will be billed by Messe Stuttgart.

#### Electronic Services and Virtual Rooms

The organizer provides electronic services in addition to the on-site services (in the case of a hybrid event) or instead of the on-site services (in the case of a purely virtual event).

The core component of the provision of electronic services is the operation of a platform accessible via the Internet by the organizer, including the provision of content on the platform. Depending on the nature of the event, various functions are offered to visitors via this platform such as, in particular, access to the content provided and access to



video recordings. Access to the platform is made possible for visitors in accordance with the external presentation or advertising of the individual event, via a website made available by the organizer.

The functions available to exhibitors are event-specific and specified in the stand confirmation. Access options to the platform for exhibitors will be made known to exhibitors in a suitable manner and after the respective separate booking of specific services within the platform. If electronic services are due from the organizer, its service obligations include only the provision of system resources or the option to use these. Transmissions of image and/or sound signals are to be offered at the Messe Stuttgart in-house transfer point/transition to the wide area network in a medium type and quality, in sufficient dimensions for the number of visitors that can be reasonably foreseen within the framework of the planning of the individual event. The responsibility of Messe Stuttgart for the system resources ends in any case at the house transfer point/transition to the wide area network. Thus, success is not due, either with regard to the transmission of image and/or sound signals, or with regard to individual access to the platform or content provided there. The system resources provided by the organizer shall guarantee an availability of 95% of the time on an annual average. Data backups are not due from the organizer. The house rules for Messe Stuttgart, as well as the rules of conduct stated in the tcworld GmbH terms and conditions of participation, the violation of which justifies cancellation, apply accordingly. The house rules can be enforced with measures, the selection and individual content of which are at the reasonable discretion of the organizer. The organizer is free to make individual services dependent on cooperation reasonable for the exhibitor. In the context of the provision of electronic services, in particular insofar as subcontractors are used for this purpose, it is permissible for the exhibitor to be required to successfully complete a registration or authentication process, even insofar as this is to take place directly via the subcontractor.

#### **Recognition of the Terms and Conditions of Exhibition**

By registering for participation in the trade fair, the exhibitor agrees to acknowledge, on behalf of itself, its assigns and its co-exhibitors, the [Terms and Conditions, house regulations and Technical Guidelines of Messe Stuttgart](#), these Terms and Conditions of Participation and the [data protection policy of the organizer](#) as legally binding.

#### **Period of Limitation**

All contractual and pre-contractual claims of the exhibitor against the trade fair management shall come under the statute of limitations for a period of 6 months. The reduction shall not apply in the event of intent or gross negligence, personal injury, fraudulent intent, in the case of a structure and a work the success of which consists in the provision of planning or supervision services therefor (BGB § 634 a, para. 1 no. 2), and in the event of claims under the Product Liability Act.

#### **Voidance**

Should any of the aforementioned provisions be or become invalid, this shall not affect the validity of the remaining Special Terms and Conditions for Participation or any of the agreement in its entirety. Should any of these provisions be invalid, the parties agree that it shall be replaced by whatever provision comes as close as possible to the terms of its economic meaning and purpose.

#### **Place of performance and jurisdiction is Stuttgart.**

All quoted prices exclude sales tax (VAT) of 19%.

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