

# Special Conditions for Participation in the trade fair FeuerTRUTZ 2017

## 1. Venue, duration, opening hours

Venue: Exhibition Center Nuremberg  
Duration: Wed 22–Thu 23 February 2017  
Opening hours: Wed 22–Thu 23 February 2017 9:00–17:00 daily

## 2. Honorary sponsors

Bundesvereinigung Fachplaner und Sachverständige  
für den vorbeugenden Brandschutz e.V. (BFSB)  
Verein der Brandschutzbeauftragten in Deutschland e.V. (vbdb)  
Vereinigung der Brandschutzfachplaner e.V. (VdBP)

## 3. Organizer trade fair

NürnbergMesse GmbH  
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CEOs: Dr. Roland Fleck, Peter Ottmann  
Registration Number HRB 761 Nürnberg  
Chairman of the Supervisory Board: Dr. Ulrich Maly  
Lord Mayor of the City of Nuremberg

### Organizer congress

FeuerTRUTZ Network GmbH  
Stolberger Straße 84, 50933 Köln, Deutschland  
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## 4. Contractual terms

The terms for participation in the Trade Fair FeuerTRUTZ 2017 are the Special and General Conditions for Participation in Fairs and Exhibitions (including supplementary Agreement), the NürnbergMesse site regulations, the organizational (e.g. exhibitor information), technical (e.g. Online ExhibitorShop) and other conditions notified to the exhibitor before the exhibition begins.

If NürnbergMesse provides additional exhibition services through a ServicePartner in response to a separate order, the general terms and conditions of business of the respective ServicePartner shall prevail over these Special Conditions for Participation in case of discrepancies.

## 5. Admission/Stand space confirmation

Item 2 of the General Conditions for Participation in Fairs and Exhibitions is supplemented as follows: If the exhibitor requests a stand position other than stated in the stand space confirmation, a processing fee of EUR 350 can be charged.

The exhibitor agrees to pay a processing fee of EUR 250 if the order for stand space is cancelled prior to receipt of the stand confirmation.

Cancellation after receipt of the stand space confirmation is governed by item 7 of the General Conditions for Participation in Fairs and Exhibitions.

## 6. Exhibitors and approved exhibition goods

Admissible as exhibitors are: manufacturers, importers, wholesalers, representatives and publishers, domestic and foreign, offering only those products and services that can be assigned to the product groups provided. All exhibition goods must be described in detail in the application. Products (copies, counterfeits, etc.) that violate the regulations for the protection of industrial property rights in Germany are not admitted.

## 7. Rental in exhibition halls

### per m<sup>2</sup> (or part thereof) stand space

|         |                 |                |
|---------|-----------------|----------------|
| EUR 174 | In-line stand   | (1 side open)  |
| EUR 189 | Corner stand    | (2 sides open) |
| EUR 195 | Peninsula stand | (3 sides open) |
| EUR 205 | Island stand    | (4 sides open) |

Minimum stand space is 12 m<sup>2</sup>.

The type of stand allocated depends on planning; an entitlement to a certain type of stand does not exist.

Rental includes:

- Hire of the stand space during assembly, exhibition and dismantling.
- General guarding of the exhibition halls. General lighting of the exhibition halls. General cleaning of the passageways.

An administrative fee of EUR 0.60 per m<sup>2</sup> of stand space in exhibition halls will be charged and remitted to the AUMA (Association of the German Trade Fair Industry).

The waste disposal service during the event costs EUR 1.50/m<sup>2</sup> and covers the disposal of waste produced by the exhibitor on his stand during the exhibition. The waste disposal service during the event is charged per meter up to a stand space of 500 m<sup>2</sup>; no further charge is made for additional space. The waste disposal service during assembly/dismantling must be ordered extra if the exhibitor does not arrange his own waste disposal. Waste is disposed of in accordance with the Technical Regulations.

## 8. Complete rental stand

All charges per m<sup>2</sup> of stand space (rounded up to nearest full m<sup>2</sup>), in addition to rental charge for stand space in exhibition halls (see item 7). All pictures are exemplary pictures.

Rental includes:

- Hire of complete stand: One of the six models of stand available can be selected on the enclosed order forms "Complete rental stands".

You will find further models at [www.standconfigurator.com](http://www.standconfigurator.com).

The organizer is responsible for assembling and dismantling the complete rental stand.

The complete rental stand and its fittings must not be pasted over, nailed, painted or damaged in any way. The exhibitor is liable for damage done during the rental period and will be charged with the costs.

The basic type of complete rental stand can be fitted out additionally in the same system at extra cost.

Respective orders can be carried out in the Online ExhibitorShop.

## 9. Payment conditions

The full stand space rental will be charged to exhibitors on confirmation of the stand space. Any payments are due by the date shown on the respective invoice. Invoices are payable in full. All payments are to be made in EURO without charges, quoting invoice number.

If the exhibitor enters a different invoice address on the application form, he authorizes the stated person/company to receive the invoice and other payment requests. This does not exempt the exhibitor from his obligation to pay.

For subsequent changes to the invoice for which the exhibitor is responsible, NürnbergMesse may charge a processing fee of EUR 50.

An entitlement to occupy the allocated stand space exists only after payment of invoices in full. The exhibitor is to provide proof of payment.

The exhibitor agrees to transmission of invoices by the organizer via e-mail (electronic billing). If the exhibitor does not wish to use electronic billing, he or she can object in writing or in text form.

## 10. Insurance

Exhibitors are obliged to make their own adequate insurance arrangements. Insurance for exhibitors (transport and duration of event) is advisable and can be arranged through a collective insurance contract taken out by the organizer.

## 11. Modification

The organizer reserves the right to cancel, postpone or relocate the exhibition, to shorten or lengthen the exhibition, or for technical, official or other in the opinion of the organizer compelling reasons to assign to the exhibitor another space or to modify and reduce the size of the space. A withdrawal from the contract resulting from these actions will not be accepted.

## 12. Assembly and dismantling, passes

Assembly: Mon 20–Tue 21 February 2017 7:00–19:00 daily  
Exhibition stands for which assembly has not commenced by 15:00 on Tuesday, 21 February 2017, will be decorated by the organizer, if they cannot be otherwise disposed of. Costs incurred will be charged to the exhibitor.

Dismantling: Thu 23 February 2017 17:00–22:00 daily  
Fri 24 February 2017 7:00–19:00 daily

Access to the halls during assembly and dismantling times is only permitted on display of special passes, which are not valid during the exhibition.

# Special Conditions for Participation in the trade fair FeuerTRUTZ 2017

(Continued)

## 13. Stand design

The exhibitor is responsible for stand equipment and decoration.

**The overriding principle for the design of all exhibition stands is transparency. All open sides** of the stand must be freely accessible. This means that at least **50%** of the respective gangway side must **not** be obstructed **by structures** or fittings.

**The minimum height is 2.50 m.**

The backs of stand partition walls, advertising carriers or other design elements facing neighboring stands and exceeding a height of 2.50 m must be white, in a clean and tidy condition and must not contain any text or graphics.

**The maximum stand height is 3.90 m for hall 10.1 and 5.30 m for hall 10.0.**

If the rental exhibition stand is not used, a fascia (0.30 m high) must be fitted on all open sides of the exhibition stand. The fascia is not required, if the necessary stand appearance is provided in some other way.

The exhibition organizer reserves the right to give further instructions concerning the design of stands.

Only water-soluble adhesive may be used on the fiber board stand partition walls and these may not be painted unless they have first been covered with wallpaper. After the exhibition, wallpaper or other finishing material must be removed by the exhibitors, otherwise exhibitors will be charged with the costs.

All other stand partition walls, floors, hall walls, pillars, installations, fire-fighting equipment and other permanent hall fixtures must not be pasted over, nailed, painted or damaged in any way.

The exhibitor is liable for damage done and will be charged with the costs.

Pillars, installations and fire-fighting equipment within the stand are part of the allotted stand space and must be accessible at all times.

Floor coverings in the stands are only to be fixed with double-sided adhesive tape (following tapes are to be used: tesafix no. 4964).

**The exhibitor agrees to comply with these conditions. Non-compliance may result in claims for damages by the organizer or the neighboring exhibitors affected.**

## 14. Exhibitor passes

Each exhibitor will be given free passes according to stand size for his exhibition stand and operating personnel. 3 passes will be issued for up to 10 m<sup>2</sup> stand space, plus 1 pass for each further full 10 m<sup>2</sup>, up to a maximum of 10 free passes. Any additional exhibitor passes needed can be purchased for entitled persons at a price of EUR 18 each including VAT at the statutory rate.

## 15. Marketing services for exhibitors (= direct exhibitors)

The organizer provides each exhibitor with marketing services containing the following services:

- Entries in the alphabetical list of exhibitors and list of products in the **print Exhibition Catalogue** (subject to the General Conditions for Entries and Advertisements in the Exhibition Catalogue).
- Entries in the alphabetical list of exhibitors and list of products in the **online Exhibition Catalogue**.
- **Link** from the exhibitor's company name in the online Exhibition Catalogue to the exhibitor's website and e-mail address. The exhibitor connects a **return link** to the organizer's website.
- Display of exhibitor's **press releases** in the press center.
- Entry of company name of exhibitor in the **online floor plans**.
- Free copy of **Exhibition Catalogue**.
- **3 vouchers** for food, valid for both exhibition days. Additional vouchers can be ordered at a price of EUR 39 per person including VAT at the statutory rate.
- **Basic advertising material package**
  - 100 printed admission vouchers, each with imprint of company name and stand number of exhibitor and 100 e-codes and a company specific e-code for e-mail or mass mailing.  
Only admission vouchers/e-codes exchanged by visitors for entrance tickets are charged to the exhibitor with EUR 10 per piece, limited to a maximum of 30 pieces.
  - 500 stickers
  - Online banner with stand number of exhibitor
  - 100 flyers
- **List** of exchanged admission vouchers/e-codes after event.

The exhibitor agrees to purchase marketing services at a price of EUR 545. This will be charged together with the stand rental. No reduction in price can be granted if only parts of the package are used.

## 16. Co-exhibitors

Co-exhibitors are companies who appear on the exhibitor's (= direct exhibitor's) stand and present their own products with their own personnel. Their independence must also be recognizable without physical separation. Co-exhibitors are only admissible if they fulfill the conditions for participation in the event and the information requested on the application form for co-exhibitors has been entered in full.

Co-exhibitors are subject to the same conditions as the exhibitor.

## 17. Marketing services for co-exhibitors

The organizer provides each co-exhibitor with marketing services.

- See item 15 for services included in package

The exhibitor agrees to pay a participation fee and purchase marketing services at a total price of EUR 595 for each co-exhibitor registered by him. This will be charged together with the stand rental or at a later date. No reduction in price can be granted if only parts of the package are used.

## 18. Exhibitor claims, written form, place of fulfillment, jurisdiction

All exhibitor claims against the organizer must be made in writing. The statutory period of limitation begins on the last day of the exhibition. Agreements that deviate from these or supplementary terms must be in writing. German law and the German text shall prevail.

Place of fulfillment and jurisdiction is Nürnberg. However, the organizer reserves the right to bring his claims before the court of the place at which the exhibitor has his place of business.

# General Conditions for Participation in Fairs and Exhibitions

As per February 2016

In case of disagreement, the Special Conditions for Participation shall have priority over the General Conditions for Participation.

## 1. Application

Applications to exhibit at a fair or exhibition (event) must be made on the official printed application form, which must be accurately completed and signed in legally effective manner. Alternatively the application can be effected online by accurately completing and sending the online form.

Such an application constitutes a contractual offer to the organizer and cannot be endorsed with conditions and restrictions, particularly with respect to desired stand positions, which do not represent a condition for participation.

By signing this form or sending the online form, the General and Special Conditions for Participation are recognized as binding and included into the contractual offer by the applicant, who is also responsible and liable for adherence to the said conditions by persons employed by him at the event.

## 2. Admission/Stand space confirmation

Admission of exhibitors and listed exhibits is a matter for the sole discretion of the organizer, who will confirm same in a written or text form stand space confirmation (e.g. e-mail).

The contract comes into force on confirmation of admission. Reservations or conditions stipulated in the application are invalid without the written confirmation of the organizer. If the content of the confirmation of admission differs significantly from the content of the application form, the contract is concluded in accordance with the confirmation of admission if the exhibitor does not object in writing within 2 weeks of receipt. A legal entitlement to admission does not exist. If the number of suitable applications received by the organizer before the application deadline exceeds the amount of space available, admission will be decided at the discretion of the organizer. The organizer is also entitled to limit the listed exhibits.

Admission applies only to the listed exhibits, the exhibitors specified in the stand space confirmation and the space stated therein. Other items than those listed and admitted cannot be exhibited.

An exhibitor who has previously failed to settle his financial obligations to the organizer or settle them punctually may be excluded from admission.

## 3. Allotment of space

Allotment of space will be made by the organizer in accordance with the product groups and arrangement of the event concerned and subject to the space available. Siting requests made in the application form will be considered as far as possible. Order of receipt of applications will not be the sole deciding factor for allotment of space.

The organizer is entitled, if necessary, to alter the size, shape and position of the allotted space. He will notify exhibitors of the necessity for such alteration immediately and, if possible, offer a comparable space elsewhere in the exhibition. If this entails an alteration in the stand rental, reimbursement or additional payment shall result. Exhibitors are entitled to withdraw their application within 2 weeks of receipt of such notification. Exhibitors must accept that the location of other stands at the beginning of the fair or exhibition may have altered since the time of admission; no claim may be made on account of such alterations. Exchanging the allotted space with that of another exhibitor or transfer to a third party, even only in part, is not allowed without the permission of the organizer.

## 4. Joint exhibitors

Stand spaces are hired only as complete spaces and only to one contractual partner. Exceptions may be made to this rule, if necessary.

If several exhibitors wish to share a stand space, they must name a representative in their application form who is authorized to act on their behalf in negotiations with the organizer.

## 5. Co-exhibitors

The use of the stand space by another company with its own products and personnel (co-exhibitor) requires a separate application and admission by the organizer. Admission of one or more co-exhibitors is subject to a special fee. Responsibility for ensuring that co-exhibitors fulfill all their commitments shall rest with the principal exhibitor, if applicable, in addition to the co-exhibitor.

## 6. Stand rental, lien

Stand rentals and terms of payment are shown in the Special Conditions for Participation.

Payment of the stand rental must be made in accordance with the dates laid down before the allotted space may be occupied. Complaints about the invoice can only be considered if they are submitted within 14 days of invoicing.

The organizer is entitled to exercise his right of lien and sell any distrained property on the open market after written notice of intention. No liability will be accepted for damage to seized items unless deliberate or caused by gross negligence.

## 7. Withdrawal of application, cancellation of part of stand space

If the exhibitor withdraws his application, cancels part of the stand space or does not participate in the event, the organizer is entitled to use the hired stand space or the cancelled part of the space for other purposes and relet to third parties.

If the exhibitor possesses no mandatory withdrawal or termination right, he still remains obliged to pay the following cancellation fee on cancellation or partial cancellation after admission has been confirmed:

- up to 90 days before the start of the event 50%
- up to 30 days before the start of the event 80% and
- less than 30 days before the start of the event the full amount of the agreed rental for the cancelled stand space.

In each of the above cases, the exhibitor retains the right to prove that the organizer has saved costs not considered in the deduction and has benefited as a result of the cancellation, partial cancellation or non-participation. If other free spaces of the size let to the exhibitor are still available for the event, the exhibitor may not normally claim that the organizer has benefited from reletting the stand space or part of it or using it for other purposes, especially in terms of the rental obtained.

## 8. Cancellation of admission

The organizer is entitled to cancel confirmation of admission and relet the space elsewhere in the following cases:

- The stand is obviously not occupied in good time, i.e. at least 24 hours before the official opening of the event.
- The exhibitor fails to pay the stand rental at the agreed time and allows a period of grace granted by the organizer to lapse without result.
- An application to commence insolvency proceedings against the exhibitor's assets is lodged or rejected for lack of assets, or insolvency proceedings have already been commenced.
- The conditions for stand space confirmation are no longer fulfilled by the registered exhibitor or the organizer receives knowledge of grounds which would have justified exclusion if they had been disclosed earlier.
- The exhibitor infracts the organizer's site regulations.

The organizer reserves the right to assert claims for damages in such cases. The exhibitor has no entitlement to claim damages.

## 9. Cancellation of rental exhibition stands and other services

Once admission has been confirmed, the exhibitor must pay charges even if he withdraws his application or does not exhibit. The organizer also reserves the right to assert claims for damages. If the exhibitor cancels the order for rental exhibition stands and/or other services, the following cancellation fee is payable based on the value of the order.

- 90 days to 15 days before start of assembly (see Special Conditions for Participation) of the event 25% of the order value
- 14 days to 1 day before start of assembly (see Special Conditions for Participation) of the event 80% of the order value
- the full amount is payable from the start of the assembly period.

The exhibitor retains the right to prove that the requested compensation for costs incurred is too high.

## 10. Exclusion of exhibits

The organizer is entitled to demand the removal of items which have not been listed in the application form or prove to be dangerous, a cause of annoyance or otherwise unsuitable, or which can be proved to be a violation of industrial property rights. If this demand is not complied with, the said items will be removed by the organizer at the expense of the exhibitor. If a violation of industrial property rights by an exhibitor is proved (e.g. on the grounds of a valid court ruling against the exhibitor), the organizer may exclude the exhibitor from participating in a subsequent event.

## 11. Stand assembly, equipment and design

Stands must conform to the overall layout of the exhibition. The organizer reserves the right to forbid the erection of stands which are unsuitable or inadequate or to alter them at the exhibitor's expense.

Stands must be properly equipped and manned by qualified personnel at the specified times for the entire duration of the event. Stand fitting must be completed at the latest by the end of the period allowed for stand assembly and stands cleared of any packing materials. Removal of exhibits or dismantling of stands before the end of the event is not permitted.

Names and addresses of exhibitors must be clearly displayed on the stands. In case of discrepancies, the Special Conditions for Participation prevail over the General Conditions for Participation.

The approval of the organizer is needed if stand constructions exceed the specified height limits for stands. Consent is also needed for particularly heavy exhibits. Fixing to the hall floor is not permitted.

# General Conditions for Participation in Fairs and Exhibitions

(Continued)

After the official closing of the event, basic items, insofar as these have been provided by the organizer, must be returned undamaged and in their original condition. Damage caused through negligence or not immediately notified at the time of occurrence must be indemnified by the exhibitor. Exhibits which still remain on the stands after the end of the period allowed for dismantling may be removed and stored at the exhibitor's own expense.

## 12. Force majeure, cancellation of event

If the organizer is prevented from holding the event for reasons of force majeure or other circumstances beyond his control, he is required to notify the exhibitors accordingly without delay.

Basically, the claim to stand rental is voided, but the organizer may charge the exhibitor for work carried out to his order to the extent of the costs incurred, insofar as the result of such work may still be of interest to the exhibitor.

Should the organizer be in a position to hold the event at a later date, he is likewise required to notify the exhibitors to this effect without delay. Exhibitors are entitled to cancel their participation in the event at the new time within two weeks of receiving such notification, in which case they are entitled to refund or cancellation of the stand rental.

If the organizer is compelled to curtail or cancel an event for reasons of force majeure or other circumstances beyond his control after it has commenced, the exhibitor has no claim to any refund or cancellation of the stand rental.

## 13. Assembly and dismantling passes, exhibitor passes

Passes for exhibitors and workmen employed during the period of stand construction and dismantling will be issued to the exhibitor, if applicable. The validity of these is limited solely to the assembly and dismantling periods and does not cover admission during the event.

A limited number of free exhibitor passes will be issued to exhibitors and their employees for the period of the event.

These passes will be made out in the name of the persons concerned and must be signed. They are not transferable and only valid in conjunction with an identity card. Misuse of the passes will lead to their being withdrawn.

The number of passes issued is not increased by the inclusion of co-exhibitors. Additional passes are obtainable against payment.

## 14. Advertising

Advertising of all kinds is allowed only within the stand space rented by the exhibitor for his own firm and only for products and/or services produced or distributed by him, insofar as these have been listed in the application form and admitted.

The use of apparatus and equipment to achieve an increased advertising effect by optical and/or acoustic means requires the written consent of the organizer.

Advertising outside the stand space rented by the exhibitor is only possible as part of the advertising and sponsoring measures offered by the organizer. Advertising of a political nature is forbidden.

## 15. Photographs, drawings, films

The organizer is entitled to have photographs, drawings and films made of the exhibition, exhibits and exhibition constructions and stands and to use these for publicity or press purposes without exhibitors being able to object for any reason. This also applies to photographs produced directly by the press or television with the consent of the organizer.

For photographs, drawings and films of stands against payment, exhibitors must only use service contractors authorized by the organizer and in possession of a relevant permit. Only these service contractors may be commissioned before or after the official daily opening hours. Other service contractors are not admitted during these hours.

Exhibitors are not permitted to produce photographs, drawings and films of the stands and exhibits of other exhibitors.

## 16. Direct selling

Direct selling is not allowed unless expressly permitted by the Special Conditions for Participation, in which case objects for sale must be marked clearly with their prices. Exhibitors are responsible for ensuring that they obtain the necessary permits from the relevant trade and health authorities and comply with regulations.

## 17. Cleaning

The organizer is responsible for general cleaning of the grounds and hall passages. Stand cleaning is the responsibility of exhibitors and must be completed daily before the opening of the event. Exhibitors are to use the service contractor engaged by the organizer for stand cleaning.

## 18. Supervision

The organizer will arrange general supervision in the exhibition center. This shall not affect the liability provisions of item 19.

Exhibitors are strongly recommended to make their own arrangements for the security of their stands and exhibition items and effect appropriate insurance cover. Valuable items which can be easily removed should be locked away at night.

Additional stand supervision is available at the exhibitor's own expense by using the service contractor engaged by the organizer.

## 19. Liability, insurance, accident prevention

The organizer bears unlimited liability only in cases of intent or gross negligence and for damages due to loss of life, bodily injury or damage to health.

In all other cases the organizer shall be liable only

- in the event of a breach of cardinal obligations. Cardinal obligations are obligations of fundamental importance for the proper execution of the contract and which the exhibitor can expect to be regularly fulfilled;
- if the organizer is legally obliged to take out liability insurance cover or this is usually the case;
- if the organizer has claimed a special degree of trust or occupies a qualified position of trust.

In these cases, however, the organizer is only liable for typical foreseeable damage (hence not usually liable for consequential damage) and then only up to a limit of EUR 100,000 for each case of damage. The liability limitation applies only to businessmen, juristic persons under public law and special public assets. Moreover, liability due to slight or ordinary negligence is excluded. This liability limitation also applies to the conduct of the organizer's performing and vicarious agents.

The exhibitor/co-exhibitor or joint exhibitor is liable for any damage to persons or objects caused culpably by himself, his employees, his representatives or his exhibits and equipment.

The exhibitor is obliged to fit the exhibited machinery and equipment with safety devices complying with the accident prevention rules of the appropriate professional associations. The organizer is entitled to prohibit the exhibition or operation of machinery and/or equipment at his discretion.

## 20. Protection of industrial property rights

Protection of copyright or other patent rights of exhibits is the responsibility of the exhibitor. A six-months period of protection from the beginning of an exhibition by reason of the law relating to the protection of inventions, samples and trade marks of 18 March 1904 (RGBl. page 141) only takes effect if the Federal Minister of Justice has published a relevant announcement in the Bundesgesetzblatt (Federal Law Gazette) for the event concerned (see Special Conditions for Participation, Exhibition priority).

## 21. Site regulations, contraventions

Exhibitors agree to accept the site regulations during the event in all parts of the exhibition center. The instructions of the organizer's employees, who possess official identity cards, must be complied with.

Contraventions of the General and Special Conditions for Participation or instructions within the framework of the site regulations shall entitle the organizer, if such contraventions continue after warning, to immediate closure of the stand at the exhibitor's own risk and expense and without claim to compensation.

## 22. Place of fulfillment and jurisdiction

The place of fulfillment is Nürnberg. The same applies to the place of jurisdiction when the exhibitor is a merchant in his own right or a juristic person under public law or does not have a general inland place of jurisdiction. The organizer is also entitled to take legal proceedings against the exhibitor at the exhibitor's general place of jurisdiction.

## 23. Data protection

Personal data are collected, processed and used by the organizer and, if applicable, by service partners in accordance with the provisions of the German Federal Data Protection Act and other relevant data protection regulations for the purpose of providing support and information for customers and potential customers and for handling the services offered.

## 24. Consent to the use of data

The exhibitor consents to the storage, processing and use of his data transferred with the application form (company name, address, telephone/fax number and e-mail address) by the organizer and, if applicable, by service partners for events and information purposes (advertising). This consent may be cancelled by notifying the organizer at any time without incurring additional costs other than the usual transmission costs at the basic rates.

## 25. Severability clause

If any provisions of these Conditions for Participation are partially void or incomplete, this shall not affect the validity of the remaining provisions and the contract. In such cases, the parties agree to replace the void or missing provision by a provision that most closely relates to the business purpose intended by the parties.

# Supplementary Agreement to the General Conditions for Participation in Fairs and Exhibitions

## Bavarian Venue Regulations

### Application in the Exhibition Center Nuremberg

#### 1. Assurance of public safety and order

The exhibitor shall comply with all public safety regulations, in particular with the Bavarian Venue Regulations. The exhibitor is obliged to exhibit only properly maintained and protected equipment and exhibits in the exhibition halls and these must comply with all statutory regulations on the technical safety of equipment.

#### 2. Emergency routes

Emergency routes in the exhibition halls must be kept clear at all times, including during assembly and dismantling. Contraventions will be fined.

#### 3. Articles used in the halls

Requisites, decorations and other articles must be made of fire-resistant material. Pyrotechnic articles, combustible liquids and other combustible material, especially packaging material, may only be kept in special areas provided by NürnbergMesse.

The operation of laser systems is subject to compliance with the relevant industrial safety regulations, including in areas accessible for visitors.

#### 4. Fire regulations and safety concept

NürnbergMesse has issued fire regulations, which are displayed throughout the exhibition centre and are part of the contract.

In connection with the enforcement of the Bavarian Venue Regulations, NürnbergMesse in consultation with the responsible authorities will draw up a safety concept, which will be implemented by separate arrangements as part of the existing contracts.

#### 5. Security staff, security manager

The maintenance of public safety and compliance with the requirements of the Bavarian Venue Regulations are monitored by special security staff; the security manager is authorized to issue binding instructions, especially if the safety of the event is at risk.

#### 6. Event director and event equipment director

The event director appointed by NürnbergMesse shall ensure compliance with the public safety regulations and particularly the Bavarian Venue Regulations. The event director is also authorized to close the event. Compliance with instructions issued by the event director is compulsory.

The name of the event director and his deputy must be announced in writing a suitable period of time before the respective event.

The event director shall be informed immediately of any special occurrences that could adversely affect the safety of the event.

The event equipment director must ensure the safety and operability of the technical facilities at the venue in terms of fire prevention during the official opening times of the event.

The event director or his deputy shall be present personally throughout the official opening time of the event, and the event equipment director or security manager shall be present during the assembly and dismantling periods as well.

#### 7. Safety instructions

The regulatory authorities, event director, event equipment director and security manager are authorized to issue instructions within the framework of the safety regulations. Compliance with these instructions is compulsory.

## Bavarian Health Protection Act

### Application in the Exhibition Center Nuremberg

With the exception of smoking areas specially marked for this purpose, smoking is prohibited in the exhibition halls, congress halls, conference rooms, restaurants, cafeterias, mobile catering areas and service areas of the Exhibition Center Nuremberg.