

## **General terms and conditions of business for events and trade fairs in particular**

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### **1. Scope of the GTCB, event, venue, duration and opening hours**

- (1) These General Terms and Conditions of Business (GTCB) govern the legal relationship between the event organiser (Health and Beauty Germany GmbH, Ludwig-Erhard-Strasse 2, D-76275 Ettlingen, Tel: +49 (0)7243 7278291, Fax: +49 (0)7243/7278-227, [Email: info@health-and-beauty.com](mailto:info@health-and-beauty.com), Internet: [www.health-and-beauty.com](http://www.health-and-beauty.com)) and the relevant exhibitor. In addition to these General Terms and Conditions, the "Exhibitor Shop/Fair Shop" of Messe München, the set-up times & important information apply, the technical guidelines for the relevant venue, the stand set-up circular letter, the traffic information guide and the house rules for the relevant venue (exhibition centres or similar) and the "Exhibitor's Guide: Advertising" will also apply and are referenced in the accompanying documentation.
- (2) Information regarding the event, the planned venue and the planned duration is provided in the accompanying documentation. The planned event opening hours and set-up and dismantling times may be communicated at a later time.
- (3) By registering for an event the exhibitor accepts these GTCB and the additional documents which are referred to in them. No general terms and conditions of the exhibitor will apply, even if the organiser fails to expressly object to them.

## **2. Registration / Exhibition contract**

- (1) Exhibitors may be manufacturers, dealers or other commercial enterprises.
- (2) The relevant forms provided by the organiser must be used when registering for an event. These registration forms must be filled out completely and truthfully, signed with a legally binding signature and sent to the organiser. If registration forms are submitted by fax or as a scanned file, then the organiser may also require the exhibitor to submit the original forms.
- (3) Registration is binding. The organiser will confirm receipt of the registration in writing. Merely registering for the event will not entitle the exhibitor to participate in it. If the organiser wishes to allow the exhibitor to participate, then they will notify the exhibitor by sending a declaration identified, at the organiser's option, as either a stand placement offer / an order confirmation or an invoice. As a general rule, the stand placement offer / order confirmation / invoice will be sent by email.
- (4) The minimum stand size is 12 sqm.
- (5) The exhibitor understands that their competitors will not be excluded from exhibiting at the same event. Taking into account the principle of equal treatment and the exhibition space which is available, the organiser is entitled to admit or reject exhibitors to or from an event at their discretion. When doing so, the organizer must base their decisions on objective reasons, e.g. the purpose of the event; the exhibitor's products, services or exhibits; the size, type or design of the exhibition stand and the exhibitor's reliability and professionalism. This list is not complete or definitive.
- (6) Cancellation of the registration is permissible until receipt in the form of an order confirmation/admission with binding placement or sending of a placement offer. However, the exhibitor shall in any case pay an expense allowance of 1,000.- Euro. After conclusion of the exhibition contract, withdrawal in accordance with the previous sentence or a reduction of the stand area by the exhibitor is no longer possible.

## **3. Stand placement**

- (1) The stand space assigned in the order confirmation is binding from the exhibitor. The organiser will review any requests for a different stand placement, however the exhibitor has no right to be reassigned another space.
- (2) The organiser reserves the right to move entrances and exits to the event premises and hall and to relocate aisles.  
In individual cases the organiser may assign a different stand space or a stand space of a marginally different size, stating their reasons for doing so, provided that there are legitimate reasons for the change, in particular for design reasons or to achieve the agreed minimum stand size and the exhibitor can be reasonably expected to accept the change.  
If no stand area is available, then the exhibitor is entitled to a refund of their participation fee.

## **4. Participation fees and other costs**

- (1) The prices stated on the registration form will apply for the event. Unless otherwise specified, prices are stated net of tax and subject to the value-added tax in effect at the time of the event.
- (2) Fixed prices are indicated as such.  
Unless otherwise specified, participation fees for the stand are stated per square metre of floor space (without stand set-up, equipment, etc.). In the case of two-storey stands there will be an upper-storey surcharge for each square metre of constructed, accessible space. The surcharge will be equivalent to 40% of the relevant participation fee. Each commenced square metre will be charged as a full square metre. Any projecting

elements, pillars, columns or areas for installation hook-ups will be included in the calculation.

## **5. Terms of payment / Registration fee / Right of lien**

- (1) All invoices issued by the organiser are due upon receipt and payable in full, including tax and without discounts, by the specified payment date.
- (2) Any objections to invoices should be raised in writing immediately upon receipt of the invoice. Should the exhibitor give instructions for invoices to be sent to a third party, then the exhibitor will remain the debtor.
- (3) Payments to the organiser should specify the invoice number and precise name of the event and be made to the account listed below:  
Health and Beauty Germany GmbH  
Deutsche Bank Karlsruhe:  
IBAN: DE05660700040021601000  
BIC DEUTDESM660
- (4) The exhibitor has no right of retention or set-off except where based on the same contractual relationship.
- (5) The organiser makes known that they will charge default interest equivalent to nine (9) percent of the base interest rate on any defaulted payments.
- (6) The organiser reserves the right to include a registration fee as an advance payment in the order confirmation. Payment of this fee will be the precondition for considering the application. This advance payment will be deducted in full from any subsequent participation fees or other payment claims which the organiser may have (e.g. for non-attendance) and will be reimbursed if no exhibition contract is concluded.
- (7) As the landlord the organiser has a right of lien to any stand equipment or exhibition materials which the exhibitor brings into the venue. The limit stated in Art. 562 Para. 2 BGB (German Civil Code) does not apply. If the relevant legal requirements are met, the organiser may sell seized objects by private contract after written advance notification.

## **6. Consequences of delayed payment by the exhibitor**

- (1) Inclusion of the exhibitor in any trade fair or exhibition catalogue will take place after the organiser has received the remuneration owed by the exhibitor in accordance with the contract and, in particular, the participation fee.
- (2) If payments are not made on time, then the organiser may, reserving any further claims under law, withdraw from the exhibition contract after issuing a reminder to the exhibitor. Alternatively, the organiser may, in such cases, also exercise their rights as per Section 22 below. If the organiser terminates the contract, then the exhibitor will owe 25% of the remuneration (participation fee plus any fixed fees, for example for waste disposal, media services or, where applicable, the "Cosmetic Exclusiv" surcharge). In such cases, the organiser will be entitled to assign the space to another exhibitor.

## **7. Exhibitor badges**

- (1) Each exhibitor who books a stand of up to 15 sqm will receive three (3) exhibitor badges free of charge. Exhibitors will receive one (1) additional exhibitor badge free of charge for each additional 10 square metres of stand area (full or partial area), up to a maximum of 30 exhibitor badges in total.  
Each approved co-exhibitor will receive two exhibitor badges free of charge following payment of the co-exhibitor fee.
- (2) Further exhibitor badges in addition to the above can be ordered from the Exhibitor Service Centre for a fee. The exhibitor will automatically be sent access codes via email.

- (3) Exhibitor badges are intended solely for the exhibitor, their stand personnel and the stand representative. Exhibitor badges are only valid if the wearer's name and company name have been entered. Each exhibitor must register and print off or download their badges at the Exhibitor Service Centre. Misused cards will be seized and not replaced.
- (4) Exhibitor badges can be used as hard copies on paper or online on a smartphone.

## 8. Co-exhibitors and shared stands

- (1) The exhibitor is only permitted to hand over all or part of a stand to third parties (co-exhibitors) with the prior written consent of the organiser. The organiser may grant or withhold consent at their absolute discretion. Third-party goods or services (particularly if they are legally protected by trademarks or the like) may only be advertised to the extent that this is legally permitted, does not, in particular, infringe the third party's rights and was declared in the registration or subsequently permitted by the organiser. Insofar as the exhibitor requires a third party's consent (e.g. from copyright holders), then the exhibitor will be solely responsible for obtaining this consent.
- (2) Any co-exhibitors not approved by the organiser in advance can be expelled from the stand and hall immediately. Alternatively, the organiser may approve the co-exhibitor retrospectively at their (the organiser's) own discretion. In such cases the remuneration owed for the co-exhibitor will, however, be double the amount which is usually charged.
- (3) If the organiser approves the co-exhibitor, then the exhibitor will be obliged to conclude a written contract with the co-exhibitor which imposes all the conditions on the co-exhibitor which the lead exhibitor must also fulfil vis-à-vis the organiser.
- (4) The exhibitor will be jointly and severally liable to the organiser for all obligations of the co-exhibitor.  
If a co-exhibitor is not approved, then the exhibitor will actively participate in clearing the stand as requested by the organiser.
- (5) The co-exhibitor understands, and the exhibitor will expressly notify them, that if the exhibition contract between the organiser and the exhibitor is terminated (for any reason whatsoever), then the co-exhibitor will only be able to exhibit at the venue if they obtain a corresponding separate declaration made by the organiser to the exhibitor or co-exhibitor that this is permitted.
- (6) The exhibitor understands that allowing a co-exhibitor to exhibit on their stand without the organiser's consent constitutes a serious breach of the contract.
- (7) If several companies wish to have a joint stand, then they will designate one company as the lead exhibitor and the other companies as co-exhibitors for the organiser.

## 9. Non-attendance by the exhibitor / co-exhibitor

- (1) The exhibitor will notify the organizer in writing if they (the exhibitor) can foresee that they will not attend the event. In such cases the organiser will make reasonable efforts to find another exhibitor for the stand. Even if the space can be assigned to another exhibitor, the exhibitor will still be responsible for paying pro-rata compensation of 25% of the participation fee as damages for the extra time and effort required by the organiser. The exhibitor's right to prove that the actual damages were lower is reserved.
- (2) If the space **cannot** be assigned to another exhibitor, then the exhibitor will be obliged to pay the **full participation fee** plus any remuneration for other additional services which have been provided. In addition to this, the organiser may make changes to the unassigned space, i.e., furnish it with other adequate decorative elements (partition walls as barriers, flooring, plants, seating and the like) to maintain a consistent overall appearance. Such work will be carried out at the expense of the exhibitor. To maintain a consistent overall impression, the stand area may also be used by another exhibitor free of charge if the organiser allows this.

- (3) The co-exhibitor fee will be due in full if a co-exhibitor does not attend. In such cases the exhibitor will ensure that the entire stand area is used and designed in a visually appealing manner. Non-attendance by a co-exhibitor will not, by itself, affect the exhibition contract with the exhibitor.

#### **10. “Exhibitor’s Guide: Advertising” / Advertising on exhibition centre premises / Restriction of advertising outside of stands**

- (1) The exhibitor may make a binding booking for advertising measures to promote their presences at the trade show as per the provisions in the “Exhibitor’s Guide: Advertising”. Where such services have been booked, the exhibitor may only terminate the relevant agreement for a material reason. The exhibitor’s failure to use an advertising service will not, in particular, constitute a material reason.
- (2) Exhibits, printed material and advertising material may only be displayed or distributed within the perimeter of the stand leased by the exhibitor. Such material may not be distributed in the aisles of the hall or anywhere else on the premises. If this obligation is breached, then the breaching party must pay a contractual penalty of EUR 2500 for each and every identified breach. The defence that individual and/or consecutive breaches constitute one single breach is excluded. The organizer reserves the right to claim further damages.
- (3) With regard to outdoor advertising, exhibitors are referred to the services offered by the relevant exhibition centre operator [“Messegesellschaft”] and the operator’s service providers.
- (4) Exhibitor advertising must be event-related and may not infringe legal regulations or common decency. Given the nature of the event, exhibitors are advised to exercise restraint with respect to ideological, religious or political statements. The exhibitor will bear corresponding responsibility for this.
- (5) Visual, moving and acoustic advertising materials will be permitted insofar as they are reasonable - i.e. they do not disturb neighbouring stand holders, do not drown out the event’s public address system in the halls or negatively impact the normal course of the event. The organiser may intervene at their proper discretion if this regulation is breached and demand changes.
- (6) The organiser is entitled to check the exhibitor’s advertising and prohibit some or all advertisements/advertising materials at its proper discretion if any breaches of the contractual agreements (including all annexes) and/or legal provisions are identified. In such cases the organiser may also take custody of existing inventories of any advertising materials for the duration of the event.

#### **11. Event catalogue**

The organiser publishes a trade fair or event catalogue and other publications (print and/or online). The organiser will inform exhibitors (themselves or via a third party) in good time regarding entry and advertising options. Generally, the exhibitor submits the information for the binding catalogue entry to the organiser with the registration. The exhibitor will be solely responsible for the content of the stipulated entries or entries requested by the exhibitor. The deadline for entry in the directory is 6 weeks before the start of the event. If this deadline is not met, existing details from the registration can be taken over. Exhibitors who register after the closing date are not entitled to be named in a specific directory or in other publications.

#### **12. Stand set-up and design / “Exhibitor Shop / Trade Fair Shop” of Messe München / Exceeding the stand area / Important information**

- (1) The organiser defines the technical guidelines for stand set-up and design in the “Exhibitor Shop / Trade Fair Shop” of Messe München and the important information. These guidelines, as valid at the time the event is held, form an integral part of the

exhibition contract. Exhibitors will be provided with their own access to Messe München's "Exhibitor Shop/Fair Shop" and are obliged to comply with it - in addition to any other statutory or administrative regulations and any house rules or similar regulations stipulated by the owner of the event building and communicated to the exhibitor.

- (2) The exhibitor will be obliged to complete the stand within the deadlines set out in the important information and/or the stand building information. If stand set-up has not begun by 15.00 on the day before the event opens, then this will constitute "non-attendance of the exhibitor" as defined in Section 9 of these GTCB. In such cases, the organiser may make other arrangements for the use of the space.
- (3) The organizer reserves the right to make changes to the "Important Information" and technical guidelines. The organizer shall inform the exhibitor of any changes without delay. Significant changes to the "Important Information" and the technical guidelines will be made in good time before the event so that the change is not unreasonable for the exhibitor.
- (4) The exhibitor will be solely responsible for transportation and set-up of the stand and exhibits.
- (5) If the stand exceeds the assigned area once it is set up, then the organiser may assert a claim to lump-sum damages of EUR 1000 (before tax) and demand the immediate dismantling of the stand.
- (6) The stand area must have structurally defined boundaries (fixed back and side walls, minimum height: 2.50m) separating it from neighbouring stands. Stand partition walls are not included in the participation fee. Appropriate, professional-looking flooring which covers the stand area is mandatory. Roll-up posters and other banner displays are not solid back walls. Back walls with a height of 2.50m or more must have a neutral white backing on the side facing neighbouring stands.  
If the exhibitor does not set up any stand partition walls, then the organiser may have them set up at the exhibitor's expense (please refer to Messe München's "Exhibitor Shop/Messe Shop" or the "Stand Construction Service Booklet" for the conditions).  
This paragraph as well as Sections 13 to 15 below will apply unless other provisions are contained in the "Exhibitor Shop/Fair Shop" of Messe München or the house rules or similar rules defined by the owner of the venue. In cases of doubt these documents will take precedence.

### **13. Provision of technical services**

- (1) The organiser will arrange for general heating, cooling and lighting of the halls. The German Federal Cabinet has implemented the following measures:  
Reference values for temperatures in the halls during events (not during set-up and dismantling):
  - In the heating period: 19.5°C
  - In the cooling period: Max. 6°C difference to the outdoor temperature (cooling from 24°C indoor temperature, no full air conditioning)The exhibitor will be charged separately for connecting the individual stands to water, electricity, compressed air and telecommunications lines; the consumption of these utilities and all other services. The organiser may demand reasonable advance payments.
- (2) Any and all installation work may only be performed by the organiser or a third party engaged by the organiser. Installation work on the stand itself may also be performed by other specialist companies whose names must be provided to the organiser upon request. The organiser is entitled to check the installation work but is under no obligation to do so.

- (3) Any connections, lasers, machines or devices which are not approved and fail to comply with applicable regulations may be removed at the exhibitor's expense.
- (4) The organiser is liable for any loss or damage caused by disruptions to the energy supply in accordance with the provisions of this contract. The exhibitor will take reasonable precautions to prevent such loss or damage (e.g., surge protection, regular data backups).

#### **14. Use of lasers, SHR, diode lasers, IPL, etc.**

- (1) When using laser equipment exhibitors must comply with applicable occupational safety regulations, also vis-à-vis visitors. In addition to this, operation must also comply with the stipulations set out in Information Sheets 203-036 and 203-037 ("Laser Products for Show and Projection Purposes") issued by the German DGUV professional association. Representatives of the exhibition centre operator must be given the opportunity to be present at the acceptance inspection.
- (2) Laser equipment may only be used in laser protection cabins set up specifically for this purpose and in compliance with applicable regulations. Such equipment may only be used following prior notification and an acceptance inspection of the laser protection cabin. The organiser reserves the right to shut down a laser protection cabin if it has not been correctly installed. Treatment cubicles which are used to provide laser treatments must be fitted with special laser protection windows. The exhibitor must ensure that no laser beams can escape from the treatment cubicle!
- (3) SHR, IPL, laser equipment and other such devices may only be displayed outside of protective cabins to show the housing or the control panel. In this regard the exhibitor will be responsible for securing the devices in such a way that they cannot be used. This could, for example, be carried out by removing the foot pedal, the handpieces or adding additional safety-relevant components. These requirements are mandatory and must be complied with. Failure to do so will result in the use of the laser equipment/ systems being forbidden or, where applicable, the entire stand being closed down.
- (4) The exhibitor undertakes to complete and submit Form 1.5 in the "Exhibitor Shop/Fair Shop" of Messe München when registering laser equipment. The exhibitor will be obliged to have a laser protection officer present on their stand.

#### **15. Waste disposal / Cleaning**

- (1) The exhibitor and any third parties employed by the exhibitor will be solely responsible for the disposal of any waste/residual materials produced on the set-up and dismantling phases. In the interest of environmental protection and environmentally responsible trade shows, the exhibitor will, as a matter of principle, be obliged to reduce packaging and waste and use environment friendly and recyclable packaging, decorating and advertising materials.
- (2) Within the scope of the fixed fee for waste disposal the organiser will provide corresponding, adequate waste collection bins/containers on the event premises with sufficient capacity for the usual waste volume. In addition to this, the organiser will ensure that general cleaning of the premises and hall aisles is carried out for the duration of the event.
- (3) Any hazardous waste must be reported to the organiser and declared accordingly. Information about disposal options is provided in the "Exhibitor Shop/Fair Shop" of Messe München and/or the venue operator's technical guidelines.
- (4) The exhibitor will be responsible for cleaning the stand. This task must be carried out daily and completed before the event begins. If the exhibitor decides not to use their own staff for cleaning, then they may only employ cleaning companies approved by the organiser to carry out this task.

## **16. Security**

- (1) The organiser will be responsible for the general security of the exhibition halls and any outside areas for the duration of the event. General supervision is provided during the set-up and dismantling phases. Monitoring will begin on the first set-up day and end on the last dismantling day. The organiser will be entitled to carry out reasonable measures which are necessary for supervision and security.
- (2) The exhibitor will organise security measures to guard their property (in particular the stand). In this regard, the exhibitor will, for the duration of the event, use their own staff or the security company employed by the organiser during the opening hours of the events plus a reasonable time before and after the events. They will not employ any other security company. The exhibitor is aware that their employees are not allowed to be on the premises at night; the details of this prohibition are stipulated in the regulations specified by the operator of each venue. The exhibitor may not (without prejudice to any other claims) claim damages from the organiser for loss or damage resulting from a potential breach of the obligation to provide security as per Paragraph 1 above.

## **17. Domiciliary rights / Video and audio recordings**

- (1) The organiser will hold and exercise domiciliary rights for the entire premises (buildings and any outside areas) for the duration of the event, including the set-up and dismantling phases. This will also include the option to intervene if an exhibitor attempts to prevent other exhibitors or third parties who are complying with the event's rules and regulations from participating unhindered in the event. The organiser will be authorised to issue instructions or to exercise their domiciliary rights in this capacity and may ban individuals from the event. The organiser may also ban individuals from the premises for the duration of the relevant event.
- (2) Animals are not permitted anywhere on the exhibition premises.
- (3) The organiser will be entitled to make photographs, audio and video recordings or drawings of activities at the fair; of exhibition structures and stands and of the exhibits on show, or to have them made, and (without prejudice to any other legal regulations such as general rights to privacy) to use this material to advertise this event, subsequent events or comparable events of the organiser and for press publications.
- (4) The production of photographs and audio or video recordings by the exhibitor or third parties employed by the exhibitor will only be permitted with the express permission of the organiser.

## **18. Stand operation during the event**

The exhibitor must keep the stand adequately staffed and accessible for visitors during all event opening hours. Other exhibitors' stands may only be entered outside the daily exhibition opening hours with the relevant stand owner's permission.

## **19. Legal compliance by the exhibitor / Patent protection**

- (1) The exhibitor will strictly comply with the laws in effect at the venue, in particular with regard to regulations concerning unfair competition, trademark law, design law, copyright law and utility model or patent law. The exhibitor is aware that violations of these laws will simultaneously constitute a breach of this contract.
- (2) There will be no special legal protection for the exhibition. Any patent applications should be submitted to the patent office before the exhibition begins.
- (3) The exhibitor will be responsible for ensuring that any music played on their stand is legally permitted (e.g., GEMA royalty fees).



## **20. Insurance cover / Filing of damage claims**

- (1) The exhibitor is urged to take out suitable liability insurance at their own expense. At the request of the organiser, the exhibitor will provide information on the scope of such insurance coverage and, where applicable, corresponding proof.
- (2) If the exhibitor becomes aware of damage to their own property or to property belonging to third parties, then they will notify the organizer without delay and, at the request of the organiser, also make an orderly, truthful report of such damage to the police or any relevant insurance company.  
If the exhibitor fails to make a report or to cooperate properly and, as a result, an insurance company – of the organiser, the venue owner or a third party – which would otherwise be obligated to pay compensation refuses to pay some or all of the compensation, then this can be raised as a defence against any claims the exhibitor may have.

## **21. Event changes / Force majeure**

- (1) In cases of force majeure, measures taken by the authorities and other circumstances for which the organiser is not responsible (e.g., strikes, missing permits, official bans on the event being held, civil unrest, or, for events held abroad, travel warnings issued by the German Federal Foreign Office), which make it impossible to conduct the event largely as planned, the organiser may cancel the event, shorten it, move it to another location which the exhibitor can reasonably be expected to accept or reschedule it.
- (2) In the event that the event is shortened or moved to another location which the exhibitor can reasonably be expected to accept, the remuneration owed by the exhibitor will remain unchanged.
- (3) In the event that the event is rescheduled, the exhibitor may, in deviation from the other provisions of this contract as per Section 2 Para. 6 of these GTCB, cancel their registration or withdraw from the exhibition contract if they can prove that the rescheduled event conflicts with another trade fair/ exhibition to which the exhibitor has already committed and the exhibitor announces the cancellation or withdrawal at the latest two (2) weeks after being informed about the rescheduled event.
- (4) If the event has already begun and is closed due to force majeure or instructions issued by the authorities, then the organiser's right to receive remuneration will remain in force.

## **22. Premature dismantling and contractual penalty**

- (1) The exhibitor undertakes to keep the stand operational and manned for the entire duration of the event. Premature dismantling or partial clearance of the stand before the official end of the event (opening hours for the public) is not permitted.
- (2) If the exhibitor breaches this obligation, a contractual penalty of 20% of the stand rental fee, but at least EUR 500, shall be payable. The organizer reserves the right to claim further damages.
- (3) The contractual penalty is independent of any demonstrable damage and is due immediately upon discovery of the violation.
- (4) In addition, the organizer reserves the right to exclude the exhibitor from future events. In all other respects, the exhibitor shall comply with the dismantling times specified by the organizer.

### **23. Breaches of contract by the exhibitor / Termination rights**

- (1) If the exhibitor (or a third party employed by the exhibitor) breaches contractual provisions or legal regulations, then the organiser may demand that the exhibitor remedy the breach within a reasonable period. The exhibitor is aware that the deadline set to remedy the breach may be extremely short if the event is still in progress.
- (2) If the exhibitor fails to remedy the breach within a reasonable period, then the organiser may, at their discretion, terminate the contract and/or claim damages. Should the contract be terminated, then any fixed-fee compensation claims which the organiser may have will be added to the damages. The exhibitor will still be obliged to pay the agreed remuneration even if the organiser terminates or otherwise ends the contract; Section 6 Para. 2 will apply accordingly.
- (3) This does not affect either of the contracting parties' extraordinary right to terminate the contract for a material reason.
- (4) If an application is made to initiate legal insolvency proceedings against the exhibitor's / co-exhibitor's assets or such an application is rejected because of lack of assets, then the organiser will be entitled to terminate the relevant contract without notice. The exhibitor/co-exhibitor must, in all cases, notify the organiser of such an application without delay.

### **24. Organiser's liability / Limitation period**

- (1) Unless otherwise specified in these GTCB, including any other documents incorporated by reference and the provisions set out below, the organiser will be liable for any breach of contractual and non-contractual obligations in accordance with the commensurate statutory regulations.
- (2) The organiser will be liable to pay claims for damages for intent and gross negligence made for whatever legal reason wherever fault-based liability applies. In the case of simple negligence the organiser will, subject to any more lenient standard of liability and in accordance with statutory regulations (e.g., duty of care in own dealings), only be liable for
  - a) Damages resulting from injury to life, limb or health;
  - b) Damages resulting from a significant breach of a material contractual duty (an obligation whose performance is required to make orderly performance of the contract possible and which the contractual parties can ordinarily expect to be complied with). In such cases liability will, however, be restricted to compensation of typically foreseeable damage.
- (3) The restrictions to liability resulting from Para. 2 will also apply in the case of breaches of duty by or for the benefit of individuals for whom the organiser is culpable under law. They will not apply if the organiser has concealed a defect with the intent to deceive or has expressly provided a guarantee regarding specific circumstances or for exhibitor claims under the German Product Liability Act (ProdHaftG).
- (4) The exhibitor may only withdraw or terminate a contract on the grounds of a breach of duty which does not constitute a defect if the organiser is responsible for the breach. For the rest, statutory requirements and legal consequences will apply.
- (5) The limitation period for the exhibitor's claims for defects will expire one year after the end of the event unless the law prescribes statutory longer periods. For example, in case of fraud; intent; gross negligence; injury to life, limb and health; under the German Product Liability Act [ProdHaftG] or, where applicable, as per Sect. 438 Para. 1 (2) German Civil Code (BGB) (construction and construction materials) and Sect. 634a Para. 1 (2) (construction defects).
- (6) Where liability is limited to the foreseeable typical damages or losses, liability will be

limited to EUR 100 000 for each occurrence of property damage or economic loss. This limitation will not, however, apply to the extent that damages or losses are covered by liability insurance.

## **25. Indemnification / Support of the organiser by the exhibitor**

- (1) The exhibitor will indemnify the organiser from any claims brought by third parties due to the failure of the exhibitor, co-exhibitor or a third party employed by the exhibitor to comply with the exhibition contract including any annexes, the house rules of the venue, other instructions given by the organiser in their capacity as the holder and exerciser of domiciliary rights as per Section 16 above, or other contractual or statutory provisions.
- (2) The exhibitor will, in such cases, make their best efforts to assist the organiser in defending themselves against such claims and indemnify the organiser from all relevant obligations, including in particular costs (including the costs of reasonable legal defence). The organiser will notify the exhibitor of such claims promptly.

## **26. Data protection / Privacy**

The information provided by the exhibitor will be stored, processed and, where applicable, reproduced for the purpose of organising, conducting and charging for the event. The information may be forwarded to third parties to facilitate performance of a contract (service providers of individual services, payment service providers, etc.).

## **27. Concluding provisions**

- (1) All agreements must be made in writing.
- (2) The place of performance is Ettlingen, Germany.
- (3) Ettlingen is also the sole place of jurisdiction if the exhibitor is a trader or legal entity under public law or does not have a general place of jurisdiction in Germany. The organiser will also be entitled to bring action against the exhibitor at the place of the venue or at the place where the exhibitor has their registered offices.
- (4) The laws of the Federal Republic of Germany apply.
- (5) If these GTCB are executed in multiple languages, then the German version will take precedence.

Current as of: March 2025

Health and Beauty Germany GmbH