

**KART2000**  
**The International Kart-Exhibition in Germany**  
**25./26. January 2020**



**GENERAL CONDITIONS OF PARTICIPATION**

**Content**

1.	Name/Title .....	2
2.	Place .....	2
3.	Opening times .....	2
4.	Organizer .....	2
5.	Display program .....	2
6.	Registration .....	2
7.	Admission .....	3
8.	Stand space allocation .....	3
9.	Registration confirmation/lease contract.....	3
10.	Subtenancy and re-letting .....	3
11.	Participation Costs.....	3
12.	Listing in the catalogue .....	3
13.	Exhibitor tickets .....	4
14.	Parking tickets .....	4
15.	Terms of Payment.....	4
16.	Termination of the rental contract .....	4
17.	Force majeure.....	4
18.	Liability and insurance .....	5
19.	Construction and dismantling of stands .....	5
20.	Stand design and equipment.....	5
21.	Electricity and water supply.....	6
22.	General services and facilities.....	7
23.	Stand Occupation .....	7
24.	Advertising .....	7
25.	Use of the official fair emblem.....	7
26.	Photography, sketches, films.....	8
27.	Protection of Industrial property rights.....	8
28.	House authority.....	8
29.	Amendments and verbal agreements.....	8
30.	Limitations.....	8
31.	Priority.....	8
32.	Place of performance and jurisdiction .....	8
33.	Annex .....	9
34.	Severability clause .....	9

## 1. NAME/TITLE

**KART2000 – IKA – Internationale Kart-Ausstellung in Deutschland**

## 2. PLACE

Messe Offenbach  
Kaiserstrasse 108 - 112  
D - 63065 Offenbach a. M., Germany  
Entrance Kaiserstrasse, Hall A2-Entrance

## 3. OPENING TIMES

Date: 25./26. January 2020  
Opening Hours: Saturday 25th January 2020: 9.00 – 18.00 h  
Sunday 26th January 2020: 9.00 – 17.00 h

## 4. ORGANIZER

ALIX-Veranstaltungs GmbH  
CEO: Botho G. Wagner  
Lindacher Str. 7  
D – 63179 Obertshausen.  
Telephone: (0049) (0)6104 - 42028  
Telefax: (0049) (0)6104 - 934814  
info@kartmesse.de  
www.kartmesse.de

## 5. DISPLAY PROGRAM

Market overview of the current offering.  
- Everything about the karting, presentation of services, etc.  
Sale is permitted.

## 6. REGISTRATION

Exhibition must be submitted, using the official exhibition form. The completed exhibition form with the legally valid signature counts as a binding contract offer of the exhibitor.

By registration the exhibitor recognizes the general exhibition terms and conditions of KART2000 for himself as well as for people acting on his behalf.

The exhibitor shall be obliged to comply with relevant labor and trade legislation, environmental protection regulations, fire protection regulations, accident prevention regulations and the provisions of competition law. The exhibitor shall also personally comply with EU Regulations No. 2580/2001 and No. 881/2001, especially in regard to finance and personnel.

The exhibitor shall continuously monitor compliance with the above-mentioned regulations by the persons whom he employs at the event, his other registered participants and other agents. In the event an infringement of this obligation, the exhibitor shall intervene and/or inform the organizer about the infringements.

By submitting the exhibition form, the exhibitor hereby agrees to his data being recorded, processed and used for the purpose of organizing the event - in accordance with the latest version of the Data Protection Act - and to these data being passed on to third parties in connection with the above-mentioned purposes. The exhibitor shall hereby give his consent in this respect, unless he has filed an express objection. The exhibitor shall also be obliged to take part in electronic visitor recording and evaluation programs, and shall agree to the publication of information relating to his participation via electronic media, including the Internet.

The exhibition is not transferable and is binding to the applicant, irrespective of whether organizer gives permission to exhibit or not. Exhibitions subject to reserve will not be considered. Reservations laid down by the applicant shall have no validity.

The Registration deadline is 12/1/2018\*. By this date, the exhibition registration must be submitted to the organizer.

\* Later lease of free space is possible, however, possibly without entry in exhibitor list or catalogue, if such is created.

## **7. ADMISSION**

Participation to exhibit is granted to all companies and associations, clubs, series organizers etc. connected to karting sports as well as to service providers. In principal, the organizer will reserve the rights to decline participation.

ALIX-Veranstaltungs GmbH reserves the rights to accept registration and the registered exhibits. There is no legal claim for participation. The organizer is entitled to exclude exhibitors from participation for justified reasons and if necessary for the sake of event purposes, to narrow down to specified exhibitor groups. Furthermore, ALIX-Veranstaltungs GmbH is entitled to reduce number of exhibits as well as registered stand space.

## **8. STAND SPACE ALLOCATION**

Stand space is allocated by ALIX-Veranstaltungs GmbH in accordance with technical and spacial requirements of the KART2000. There is no claim with regard to the location or size of the stand. The organizer will try to consider the exhibitor's requests. Special requests for location listed in the application form will be considered within the bounds of feasibility. Chronological order of applications received does not determine stand space allocation. Special requests and oral agreements need to be confirmed in writing in order to be legally binding.

ALIX-Veranstaltungs GmbH may withdraw from the exhibition contract if it has been concluded under false pretenses or giving false information. Such cancellation terminates all rights given to the exhibitor in the participation contract.

ALIX-Veranstaltungs GmbH is entitled to make changes to size, format and location of the allocated stand space. The necessity of such a change will be immediately reported to the exhibitor, who will be offered an adequate stand place if possible. If the change affects the stand rent, the exhibitor will receive a credit entry or a subsequent charge.

The exhibitor has to accept that the position of other stands may change after the point of permission and is not entitled to raise any claims.

The exchange of the allocated space with another exhibitor is not permitted without the consent of the ALIX-Veranstaltungs GmbH.

## **9. REGISTRATION CONFIRMATION/LEASE CONTRACT**

By means of written registration confirmation, containing stand allocation showing exhibition hall- and stand number a legally binding lease contract has been established between exhibitor and organizer. The lease contract is only valid for the registrant and exhibits listed in the registration.

## **10. SUBTENANCY AND RE-LETTING**

The exhibitor is not entitled to sublet or otherwise transfer the whole or part of the allocated stand space to third parties unless the organizer has given written permission to do so. An according request must be made at least 6 weeks prior to the fair. In this case, each subtenant is required to pay an administration fee atop 150 EUR excl. VAT. Thereafter the subtenant will receive an entry in the exhibitor list as well as 2 exhibitor tickets and one parking voucher. Unauthorized subletting will result in the exclusion of the subtenant who, notwithstanding, will be liable for payment of the administration fee. The principal tenant will have joint liability.

## **11. PARTICIPATION COSTS**

The costs for participation in the KART2000 is the sum of the costs for rent per m2 exhibition area plus utilities. Individual additional costs for services, will be invoiced separately by ALIX-Veranstaltungs GmbH, according to the current price list. All prices are net and subject to value added tax.

Rent per m2 exhibition area is charged for the exact size of the stand space allotted. Pillars and other permanent fixtures are included in the stand space rented. Fractions of a m2 will be charged as a full m2.

Lease for stand space:

Please see price list currently valid dated January 2019 for the 27th IKA-KART2000. Essentially the price list valid at the time applies.

## **12. LISTING IN THE CATALOGUE**

On payment of the participation price, the exhibitor is entitled to be listed in the fair catalogue published by ALIX-Veranstaltungs GmbH. ALIX-Veranstaltungs GmbH excludes all liability for incomplete or inaccurate entries in the catalogue. Options for insertion in the catalogue are open to all exhibitors, please ask terms and conditions. Production and distribution of the fair catalogue can be outsourced by the organizer.

### 13. EXHIBITOR TICKETS

On payment of the stand rent, each exhibitor receives a number of exhibitors tickets free of charge. Pending of the size of the stand space occupied, at least 2 but not more than 10 tickets. Subletting does not increase the number of free exhibitor tickets. Additional tickets may be purchased for the price prevailing at the time.

Exhibitor tickets carry a name and therefore not transferable, violations will be penalized by a 30 EUR fine (excl. VAT) each and the exhibitor ticket will be revoked without substitution.

### 14. PARKING TICKETS

On payment of the stand rent, each exhibitor receives a number of parking tickets free of charge. Pending of the size of the stand space occupied, at least 1 but not more than 5 tickets. Subletting does not increase the number of free exhibitor tickets. Additional tickets may be purchased for the price prevailing at the time.

Parking tickets are valid on:

Thursday,	23.01.2020	starting at 18:00
Friday,	24.01.2020	all-day
Saturday,	25.01.2020	all-day
Sunday,	26.01.2020	all-day

### 15. TERMS OF PAYMENT

The exhibitor will be invoiced for stand space upon receipt of the registration confirmation.

#### Payment due:

The invoice amount is to be paid in full, without any deduction and stating customer number or invoice number, free of expense, in the currency specified on the invoice by due date the latest.

The payment deadlines shall be observed. Prior and full settlement of the invoice by the stipulated dates shall be a prerequisite for obtaining the assigned stand space and for receipt of the participant passes. No provision shall be made for deferral of payment in the event of any deviation from this regulation.

Objections to the invoice can only be made within 8 days after receiving the invoice.

#### Default of payment:

Overdue payments shall be calculated from the due date. These are 2% above the discount rate of the valid prescription of the Bundesbank and the European Central Bank

#### Seizing of objects:

To secure any claims the organizer is entitled to retain the exhibitors stand equipment and exhibits and according to the tenant lien sell them after a written announcement in the open market. ALIX-Veranstaltungs GmbH excludes any liability for damage of the objects seized - excluding intention or crude carelessness. §560 Paragraph 2 BGB does not apply.

### 16. TERMINATION OF THE RENTAL CONTRACT

#### Withdrawal

After giving permission to participate (confirmation of allocation) the exhibitor must pay the full participation costs even if he cancels the participation or does not occupy the allotted stand space. ALIX-Veranstaltungs GmbH reserves the right for further compensation claims.

If the allotted space can be rented out otherwise ALIX-Veranstaltungs GmbH still claims 25% of the invoiced participation costs from the withdrawing tenant.

If it is not possible to find a new tenant, ALIX-Veranstaltungs GmbH is entitled, in the interest of the overall picture, to relocate another exhibitor to the stand space not used or otherwise fill the space. In this case, the exhibitor has no claim to a reduction of the stand rent.

#### Termination of the contract by the organizer:

The organizer is entitled to revoke permission and rent the allotted space to another exhibitor if:

- it is recognizable that the stand space will not be occupied punctually (latest 24 hours before the official fair opening);
- the participation costs have not been paid and an appropriate time limit has elapsed unsuccessfully;
- the requirements for permission of the applying exhibitor are no longer given or for any reasons which would have justified a denial of the exhibitor if they would have been known by ALIX-Veranstaltungs GmbH in time (such as a filed application to institute court proceedings against the exhibitor for legal settlement or bankruptcy, gross violation of the principles of fair competition)
- the conditions of participation or the house rights of ALIX-Veranstaltungs GmbH have been violated.

Notwithstanding this, the exhibitor is liable for complete payment of the rent until the date of termination of the contract.

Similarly the exhibitor is liable for invoices addressed on his order to a third party. In the case that the stand is successfully disposed of to another exhibitor, the former tenant is liable for 25% of the rent amount as compensation.

### 17. FORCE MAJEURE

In the case the exhibitor cannot participate in the fair due to unforeseen circumstances beyond the control of the exhibitor or the organizer (acts of god), the stand rent will be reduced to 50%. Additionally Paragraph 14.1, 2 and 3 are applicable.

In case of force majeure preventing the KART2000 from being held according to plan, ALIX-Veranstaltungs GmbH has to inform the exhibitors immediately.

Cancellation of the KART2000 prior to its opening: in this case a claim can be made against the exhibitor for an amount up to 25% of the participation costs as compensation for general costs.

Cancellation the KART2000 at the time of its opening or curtail of duration: in this case the exhibitor will pay the full amount of stand rent and all other costs.

Postponement of the KART2000: exhibitors with proof that postponement entails overlapping of dates with another fair which they have firmly booked to participate, are entitled to claim withdrawal from the contract. In this case they are required to pay 25% of the stand rent as compensation for general costs.

In the case that the organizer is responsible for the inability to hold the fair, no stand rent will be owed. Claims for damage are excluded in all cases for both parties.

## **18. LIABILITY AND INSURANCE**

ALIX-Veranstaltungs GmbH is insured against legitimate liability. This only covers liability for damage to persons and property for which it can lawfully be held liable. The organizer is not liable for damage to exhibits or stand equipment, nor for subsequent damage.

The exhibitor is required to take out insurance against usual insurable risks such as fire, burglary, theft, breakage and water damage as well as transport risks to and from the fair. Liability for damage not covered by the above mention insurance is explicitly excluded. Exhibitors failing to take out insurance acknowledge their renunciation of all claims against the organizer for damage which would have been covered by one of the above mentioned insurance.

ALIX-Veranstaltungs GmbH recommends all exhibitors who do not have a permanent exhibition insurance to take out a timely limited exhibition insurance for the duration of the fair. Exhibitors failing to take out insurance acknowledge their renunciation of all claims against the organizer for damage which would have been covered by an appropriate exhibition insurance.

All damages must be reported immediately in writing to the police, insurance company and the organizer.

## **19. CONSTRUCTION AND DISMANTLING OF STANDS**

Stand construction: 4 workdays before the fair opens,	Tuesday,	23.01.2020	08:00 – 16:00
	Wednesday,	24.01.2020	08:00 – 16:00
	Thursday,	25.01.2020	08:00 – 18:00
	Friday,	26.01.2020	08:00 – 21:00

The stand must be free of packaging material by the end of stand construction. Cars must be delivered till Wednesday 12:00. Please contact us if you want to exhibit a car.

Stand dismantling:	Sunday,	27.01.2020	17:00 – 21:00
	Monday,	28.01.2020	07:00 – 12:00

The construction and dismantling must be completed by the set deadlines. Display goods which are still at the stand after the aforesaid deadline may be removed and stored on the cost of the exhibitor.

ALIX Veranstaltungen GmbH and Messe Offenbach will not be held liable in this case.

The evacuation of display goods and the dismantling of stands prior the fair ends are not permitted. Infringing exhibitors will be fined by payment of equal to stand rent.

Details and possible changes can be found in the service-kit of each event.

## **20. STAND DESIGN AND EQUIPMENT**

Each stand must be designed to fit in the all-over picture of the KART2000 and on principle must be so flexible constructed that mounting and dismantling is possible at any time.

For all stand conceptions a transparency of 30% has to be respected. Each stand must be designed and constructed in a way that visitors can see into the stand from the aisle without actually having to enter the stand. This may be achieved by constructing entrances or passageways or by installing transparent materials. Stand walls adjoining the aisles may be constructed of non-transparent material up to a length of 3 meters only. A transparent opening of at least 1 meter must then allow visitors to look into the stand. Displays- and show cases or similar suitable presentation equipment for the display of products may be integrated into the stand alternatively. Exhibitors who have made an application to participate in the KART2000 explicitly give their agreement to this ruling.

Prior to commencing construction the exhibitor engages to submit the plans for his stand to ALIX-Veranstaltungs GmbH for approval. Furthermore the tenant needs to inform ALIX-Veranstaltungs GmbH about the names of companies which have been authorized to construct and design the fair stand.

Special regulations issued by Public Authorities need to be obeyed for the stand construction. Police, firemen, trade inspectors and public order authorities as well as members of ALIX-Veranstaltungs GmbH will have access to the fair stands at all times. Any instructions they may give are to be followed.

The fair organizer is entitled to claim the modification or dismantling of stands, whose construction has not been approved or does not confirm with the participation conditions. If the exhibitor does not follow this claim the stand may be modified or dismantled by the organizer on the costs of the exhibitor. In case a stand must be closed for the same reasons, the exhibitor is not entitled to claim a restitution of the participation charges.

#### Technical Guidelines:

- a) The stands will be marked with numbers of uniform design provided by ALIX-Veranstaltungs GmbH (discretionary provision)
- b) A sign with the company name and address of the exhibitor must be clearly visible on the stand.
- c) On receipt of confirmation of the allocation of stand space, each exhibitor is required personally to check at the site, the position and size of any permanent fixtures such as pillars and supply lines and inform the stand constructor accordingly.
- d) The limits of the stand space may not be exceeded.
- e) The maximum height of the stand is 2.50 meters. With consent of ALIX-Veranstaltungs GmbH the stands of hall A2 and ATRIUM may be constructed higher (max 4.00 m).
- f) Stand roofing are permitted in the form of open-work only (slats, lattice-work, etc.). A minimum of two-thirds of the roof area must be open to allow free circulation of air.
- g) Fabric coverings are only permitted with corresponding admission (certificate) for sprinkler systems.
- h) All materials used in the construction and decoration of stands must be flame-resistant (B1). Electric coffee brewers may only be used on top of a fire proof pad made of stone, ceramics, etc.
- i) Carpeting and other materials may not be permanently fixed to the floors of the halls. To fix floor coverings, a high quality adhesive tape must be used that can be removed without residues. The exhibitor will be charged with the costs for necessary cleaning.
- j) Light beams or other objects may not be fixed to parts of the air condition equipment suspended grid type ceilings.
- k) Electrical equipment installed on the order of the exhibitor must comply with VDE (German electric) regulations. A certificate from the electrical company carrying out these installations can be demanded for presentation by ALIX-Veranstaltungs GmbH for the fire brigades and supervision of construction.  
The exhibitor is liable for all damage to persons or property caused by his stand construction or exhibiting goods.
- l) No compressed gas tanks may be stored on the exhibition stands.
- m) Packaging materials have to be removed from the stand before the fair begins. Storage on the fairground is prohibited according to fire prevention regulations.

According to current venue regulations sales - or consulting counters cannot be positioned directly at the front of the stand anymore. In this case stand visitors in the hallway would block the visitor flow. For sales - and consulting conversations sufficient space to the hallway has to be allowed.

No stand walls may be put adjacent to the hallways.

(Kart)-Tanks may not contain fuel and have to be vented.

Batteries may not be connected to engines. All batteries are to be disconnected.

Latest regulations apply.

## 21. ELECTRICITY AND WATER SUPPLY

Electricity supply (220 V), high voltage current or water connections can be requested with the according forms of the service folder. Consumption costs will be charged to the exhibitor with the lump sum for energy.

All installations from power and water supply points to the stands will be carried out exclusively by companies authorized by ALIX-Veranstaltungs GmbH. The exhibitor is not permitted to interfere in any way with the halls' permanent supply lines.

VDE (German electric) regulations must be observed for all electrical equipment ready for operation. The exhibitor must ensure that the installation, modification and servicing of electrical installations and operating equipment are carried out in accordance with the electric-technical regulations by skilled electricians only or under the supervision of a skilled electrician. The exhibitor must also ensure that the electrical installation and operating equipment are operated in accordance with the electric-technical regulations. ALIX-Veranstaltungs GmbH reserves the right for an examination of the electric installations and appliances.

A fee for meter and connection of 60,- EUR excl. VAT per used meter is being charged.

Electricity costs are being charged as lump sum and debited along with the stand invoice. Surpassing deviations may be billed subsequently.

#### Technical guidelines for the power connection

- a) Each stand has an electricity meter.
- b) A distributor with 3 safety sockets (A.C. up to 3 kW/230V) and a special socket to be used for refrigerators (not in hall 4) is provided by the fair.
- c) For safety reasons, all hall and stand lighting will be switched off at 20:00. during the fair. Refrigerators have their own circuit and are not affected when the electricity is switched off at night.
- d) Electric power is available in the halls, the request for it may be reported at least 4 weeks prior the fair's start.

The electrical installations are to be executed by a specialized company. This installation will be officially checked on the last mounting day by ALIX Veranstaltungen GmbH (hall electrician). The costs will be charged to the exhibitor. The amount will appear on the stand invoice.

#### Technical guidelines for water connection / sanitation facilities

For many of the fair stands, it is possible to provide a water connection. The water connection and installation of sink, wash basin, etc. may only be carried out by our authorized specialists. The installation prior to start of fair will be charged to the exhibitor. Orders can be submitted to ALIX Veranstaltungen GmbH or the technical hall service of Offenbach Messe and billing directly or with Offenbach Messe.

## **22. GENERAL SERVICES AND FACILITIES**

Electricity and air-conditioning:

ALIX-Veranstaltungs GmbH will provide general heating, air condition and lighting in the halls.

Car parks:

For the duration of the KART2000, car-parks are rented by ALIX-Veranstaltungs GmbH and form a constituent part of the fairgrounds. Car-parks are subject to a parking fee.

Parking spaces marked for use by disabled persons and press are to be kept free. In the case of illegal parking, ALIX-Veranstaltungs GmbH is entitled without prior warning to have the parking space cleared at the cost of the offender.

Cleaning services:

Exhibitors have to take care of their waste disposal on their own. About the possibilities of waste disposal see service kit.

The organizer arranges for the cleaning of the fairgrounds, halls and passageways. The cleaning of the stands is the responsibility of the exhibitors and must be completed each morning prior the opening of the fair. If an exhibitor wishes to have his stand cleaned by a cleaning company, the organizer is offering a service accordingly.

In the interest of the environment and a environmental compatible exhibition the exhibitor is legally obligated to reduce packing material and garbage as well as to use environmental safe and recyclable packing-, decoration- and information material.

Security services:

The organizer engages uniformed security officers from a security firm for general safeguarding in the halls and for admission control. All persons present on the fairgrounds must be in possession of a valid admission ticket which, on request, is to be shown at all times to security officers. The halls are guarded at night only, at a time from end of the fair to beginning of the fair. The security service starts in the night before the first fair day and ends in the night after the last fair day. No security services are provided at other times allowed for the construction and dismantling of the stands

The guarding and security of the individual stands or parts of stands is not included in the general security services. Exhibitors are therefore strongly advised to take out their own special exhibition insurance. For individual stand security the exhibitor may hire personnel from the security company authorized by ALIX-Veranstaltungs GmbH at his own cost.

Telephone/Internet/W-LAN:

Requests for telephone/internet and/or WLAN at the stand can be made at ALIX-Veranstaltungs GmbH.

First Aid:

For the duration of the fair, a permanently staffed first aid room is open. Red Cross signs show the way to the room. All accidents occurring on the fairgrounds must be reported immediately to the organizer.

## **23. STAND OCCUPATION**

The exhibitor is required to display his exhibits on the stand and to provide competent personnel for the entire duration of the fair - unless explicit application has been made for a prestige stand only. If this application has not been made and it is a mere stand for representation or advertisement purposes, this is considered to be against the rules of the exhibitors and can be fined up to EUR 5.000,-. The same is valid for exhibitors, who close their stand before the end of the fair.

## **24. ADVERTISING**

Advertising must be confined to the exhibitor's stand unless ALIX-Veranstaltungs GmbH provides advertising space or other facilities which may be additionally rented or used for extra charges.

The exhibitor is entitled to advertise his own displayed products. Advertising for other companies or products or similar events is not permitted. Audio-visual advertising or demonstration material requires the permission of the organizer, for which application is to be made in writing.

In the interest of an orderly conduct of the fair, the organizer is entitled to withdraw this permission in the case of justified complaints.

Public regulations and copyright rules are to be respected. For the reproduction of music at the stand, permission must be obtained from the GEMA (German Copyright Supervision Association) in accordance with § 15 of the German copyright law of September 9<sup>th</sup>, 1965.

Foreign exhibitors have their attention drawn to the necessity of observing the German Law of Competition which includes the prohibition of comparative advertising.

Advertising material contrary to regulations required by law, offensive to standards of decency or good taste or of ideological or political character is not permitted. The organizer reserves the right to decide whether these rules have been observed and if the advertising may be permitted.

Surveys, tests, competitions or raffling are not allowed outside the stand. An exception to this rule are surveys of ALIX-Veranstaltungs GmbH.

## **25. USE OF THE OFFICIAL FAIR EMBLEM**

The official logo of KART2000 may be used by the exhibitors in information concerning their display program or in material used to invite visitors to their stand. No other use may be made of the logo without written permission of ALIX-Veranstaltungs GmbH.

## **26. PHOTOGRAPHY, SKETCHES, FILMS**

Commercial photographing, sketching or filming of persons or displayed products on the fairgrounds is only permitted to persons in possession of a valid permit issued by ALIX-Veranstaltungs GmbH.

ALIX-Veranstaltungs GmbH – and with the approval of the organizer – press journalists and television stations shall be entitled to photograph, draw and make film and video recordings of the event, the exhibition buildings/stands and the exhibited items, and to use these photographs, drawings and recordings free of charge for advertising purposes or press publications.

Photos, sketches, films and other documentary material produced by ALIX-Veranstaltungs GmbH may be used by the exhibitors only with the permission of ALIX-Veranstaltungs GmbH. Their use for commercial purposes is not permitted.

## **27. PROTECTION OF INDUSTRIAL PROPERTY RIGHTS**

The participant shall be solely responsible for protecting copyright or other industrial property rights relating to the exhibits.

For its fairs the organizer will apply for the temporary protection of samples and trademarks at fairs and exhibitions held in the Federal Republic of Germany, Six-month protection from the start of an event in accordance with the Law Relating to the Protection of Samples at Exhibitions dated 18 March 1904 (Reich Law Gazette, page 141) and the Trademark Reform Law dated 25 October 1994 (Federal Law Gazette 1, page 3082) shall only take effect if the Federal Minister of Justice has published a corresponding announcement in the Federal Law Gazette for a specific exhibition (exhibition protection).

Notwithstanding, it is the responsibility of the exhibitor to protect his exhibits against violation of protection regulations. The protection during the fair of inventions for which patents have been applied is not covered by an application for temporary protection of samples and trademarks.

It is the responsibility of the exhibitor to register his invention prior the beginning of the fair with the Deutsches Patentamt (German Patent Office), Zweibrückenstrasse 12, D-80331 München (for Germany) and/or, in accordance with the European Patent Convention, with the Europäisches Patentamt (European Patent Office), Erhardstrasse 27, D-80331 München.

Every participant shall be obliged to observe the industrial property rights of other participants and shall refrain from infringing these industrial property rights. If it is proved that the participant has personally infringed industrial property rights, the organizer shall be entitled to terminate the contract immediately according to section 15.2 for good cause.

An obligation for the organizer to intervene in the case of violation of protection rights is not given. Claims for liability against the organizer can in no case be asserted.

## **28. HOUSE AUTHORITY**

The organizer will exercise its house rights throughout the area of the fairgrounds for the duration of the fair, including the times for construction and dismantling, and is entitled to issue instructions.

Animals are not permitted on the fairgrounds.

## **29. AMENDMENTS AND VERBAL AGREEMENTS**

All agreements, individual arrangements and special regulations are required in writing. Verbal agreements are not valid until they have been confirmed in writing by the organizer.

## **30. LIMITATIONS**

All claims by the exhibitor against ALIX-Veranstaltungs GmbH lapse within 6 months, beginning at the end of the month in which the closing day of the fair falls.

## **31. PRIORITY**

Only the German version of the contractual conditions shall be authoritative in regard to the legal relationship between the contracting parties. The German text shall be legally binding.

## **32. PLACE OF PERFORMANCE AND JURISDICTION**

Place of performance and jurisdiction for all mutual obligations is Offenbach am Main only. The contract is governed exclusively by German Law.



### **33. ANNEX**

Addendums, notices at the fair office, information booth or entrance and the supplements added here are and will become part of these fair and business conditions.

### **34. SEVERABILITY CLAUSE**

If a provision of this agreement is or becomes legally invalid or if there is any gap that needs to be filled, the validity of the remainder of the agreement shall not be affected thereby. Invalid provisions shall be replaced by common consent with such provisions which come as close as possible to the intended result of the invalid provision. In the event of gaps such provision shall come into force by common consent which comes as close as possible to the intended result of the agreement, should the matter have been considered in advance. Any changes of or amendments to this Agreement must be in writing to become effective.

Alix-Veranstaltungs GmbH  
Botho G. Wagner  
Lindacher Str. 7  
63179 Obertshausen

20.01.2019