

## **Special Conditions of Participation for the 2nd Edition of EUROPEAN ROTORS**

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These conditions govern participation on EUROPEAN ROTORS held by the European Helicopter Association.

## **1. DEFINITIONS**

### **1.1. CONTRACT PARTNER**

Contract partner:

European Helicopter Association (EHA)  
Altenbergerstr. 23  
50668 Cologne  
Germany  
Phone: +49 (0) 221 290 829 08  
[www.eha-heli.eu](http://www.eha-heli.eu)

- European Helicopter Association shall hereafter be referred to as "EHA"-

Project management:

**Helicopter Association International**  
1920 Ballenger Ave., 4<sup>th</sup> Flr., Alexandria, VA 22314-2898  
E-Mail: [europeanrotors\\_event@eha-heli.eu](mailto:europeanrotors_event@eha-heli.eu)

- Helicopter Association International shall hereafter be referred to as "HAI"-

HAI acts in the name and account on European Helicopter Association (EHA).  
KoelnmesseAusstellungen GmbH shall hereafter be referred to as "KMA".

### **1.2. ONLINE SERVICE CENTER**

Exhibitors receive an access code for the Online Service Center (hereafter referred to as "OSC") upon stand-allocation. Media features as well as technical and organizational orders must be executed via the OSC and by utilizing the appropriate forms.

### **1.3. EXHIBITORS**

Those participating in trade fairs and exhibitions are called main exhibitors and co-exhibitors. When reference is made to all types of participants, then they shall be referred to hereafter as "exhibitor(s)".

#### **1.3.1. MAIN EXHIBITOR**

The main exhibitor is the participant that rents the trade fair stand and presents their offer with their own staff on it.

#### **1.3.2. CO-EXHIBITOR**

The co-exhibitor is the participant that presents their offer using their staff on the stand of a main exhibitor. This definition includes the group's subsidiaries and affiliates of the main exhibitor. Registration of co-exhibitors is subject to approval and charges. To register as a

co-exhibitor, a separate co-exhibitor registration is required. This must be signed by the main exhibitor as a legally binding document and must bear the name and full address of the contact from the co-exhibitor.

Following the registration of the main exhibitor, a contract cannot be concluded between the co-exhibitors which the main exhibitor has registered and EHA.

#### 1.3.3. OTHER REPRESENTED COMPANIES

Other represented companies (ORC) must be registered by the main exhibitor. If ORCs are represented by their own staff on the stand, they shall be classified as co-exhibitors.

#### 1.4. JOINT STANDS

If several exhibitors wish to rent a stand space together, they must name a joint exhibitor who has been authorized by the group (= Group Organizer) as a contact for EHA in their registration.

## 2. TRANSFERRING THE STAND SPACE TO A THIRD PARTY

Exchanging the assigned stand space with another exhibitor or partly or fully transferring the stand space or "subletting" the stand space to third parties is not permitted unless approval for this has been given by HAI.

## 3. PLACEMENT, PERMITTED GOODS, EXHIBITOR PASSES

### 3.1. PLACEMENT

HAI endeavours to fulfil the wishes of the exhibitor in terms of the location and size of the stand, whilst taking the theme of the exhibition and the structure of the respective event into account, as well as the space available. The time at which the registration is received is not the only determining factor in allocating placement. Deviations from the registration data due to planning reasons must be considered.

If special circumstances require it, particularly in the interests of safety, HAI may allocate the exhibitor another space even after having confirmed the stand. The size and dimensions of the reserved space can be changed and the position and layout of entrances, exits and passages may be changed, and structural modifications may be undertaken.

### 3.2. PERMITTED EXHIBITION GOODS

Companies may exhibit their exhibition goods which are appropriate for the theme of the event. The permitted goods are specified in the product classification for the event.

HAI shall issue decisions on permission for exhibitors and the registered products to be presented at the event and the placement of the exhibitor.

HAI may, for objectively justifiable reasons, exclude individual exhibitors from participating, particularly if the available space is insufficient. HAI is also entitled to limit the registered exhibition objects and alter the registered space. Permission is only valid for registered exhibition objects and the specific exhibitor who is named in the permission confirmation and the space stated in this confirmation. The exhibition of any objects, other than those which

have been registered and have received permission, must be approved by HAI in writing. The exhibitor must remove objects which are not registered or permitted from the stand upon the request of HAI.

### **3.3. EXHIBITOR PASSES**

Each exhibitor shall receive codes for their exhibitor passes which give them access to the exhibition centre. The codes must be redeemed in our online shop for personalization of passes. The number of codes issued is determined based on the size of the stand and they are issued following full payment of the invoice for participation in the trade fair. The number of exhibitor passes is governed by the Special Conditions of Participation. Additional codes for exhibitor passes can be ordered via the OSC at extra cost. The exhibitor passes are intended for the stand staff, must be filled out in accordance with the provisions on passes and may not be transferred to third parties. HAI reserves the right to carry out spot checks.

## **4. FEES, INVOICES, PAYMENT DEADLINES AND CONDITIONS, HIRER'S RIGHT OF LIEN**

The amount and elements of the participation fee and the payment deadlines are shown in the registration documents and Special Conditions of Participation. The stand can only be occupied if the deadlines for payment which have been established in the invoice for the participation fee have been met and the fee has been paid in full.

HAI is entitled to send invoices in electronic format (PDF-format) to the exhibitor by e-mail instead of paper invoices. Upon request of the exhibitor, HAI will issue paper invoices to the exhibitor. There is no legal claim to the issuance of electronic invoices. HAI is not obliged to comply with all country-specific requirements for the issuing of electronic invoices. HAI is entitled to send reminders and other request for payment to the exhibitor by e-mail.

All invoice amounts must be transferred in Euro without any deductions to an account stated in the invoice, stating the customer and invoice number. The transfer must be free of charge.

If the exhibitor delays payment, HAI is entitled to charge an overdue fine for every reminder issued. The exhibitor is entitled to demonstrate that no damage or an amount of damage which is less than that stated has been incurred to HAI because of the delay in payment.

In case of default of payment of the participation fee, HAI may refuse to provide the stand space until payment has been made. EHA and HAI shall not be liable to the exhibitor for any damages resulting from this, unless EHA or HAI is responsible for the late payment.

Outstanding invoices must be paid on demand from the stand staff during the trade fair, in cash or by credit card. To avoid paying outstanding invoices at the stand, the exhibitor may send a completed direct debit authorization to the project management prior to the event. The form for this is available by HAI.

If an exhibitor does not meet their payment obligations during the event, HAI may exercise their hirer's right of lien, retain the exhibition objects and stand equipment and, after giving written notice for the relevant items, have them stored or sold at auction, or sell them privately if they have a stock market price or market price, at the expense of the exhibitor.

## **5. ADDITIONAL COSTS**

Incidental expenses relating to increases and decreases in provision of services will be determined after the event, using the actual expenditure and consumption. The organizer will be invoiced or credited for these expenses if excess payment has been made.

### **5.1. POWER**

The basis for calculation of power consumption is regulated in the OSC.

### **5.2. AUMA FEE**

A fee is charged for the involvement of the Association of the German Trade Fair Industry (AUMA) (a Registered Association), Littenstr. 9, 10179 Berlin, Germany. HAI shall undertake the calculation and collection of the fees incurred on behalf of the AUMA. The fees shall be shown separately. The current valid rate for AUMA can be seen in the Special Conditions of Participation.

### **5.3. WASTE DISPOSAL**

A waste disposal flat rate shall be charged for the removal of small quantities of waste resulting from the running of the stand throughout the course of the event. This is set down in the Special Conditions of Participation for the event. The additional waste produced by constructing and disassembling the stand is to be disposed of by the exhibitor or to be reported to the project management team for disposal. The disposal of waste which is left on the exhibition centre premises is liable for costs. If required, waste disposal must be ordered via the OSC - if waste is not reported, then costs for disposal will be charged at a higher rate.

### **5.4. MEDIA ENTRY FEES (CATALOGUE, GUIDE, INTERNET FEATURES)**

If a catalogue or guide (print or digital) is created for the event, all exhibitors are obliged to feature in it. The costs for a basic feature are paid with a flat rate fee which is set down in the Special Conditions of Participation.

Media features and optional additional services which are featuring costs are executed via the OSC.

## **6. VALUE ADDED TAX**

All prices listed are net prices. If statutory VAT is incurred, it will be calculated additionally and stated separately on the invoice.

### **6.1. VAT IDENTIFICATION NUMBER**

As a rule, HAI performs standard services for the exhibitors (event services package). The headquarters of the service recipient/exhibitor is determined to be the place of performance of these services. HAI bills foreign exhibitors which have entrepreneurial status according to the Reverse Charge Procedure, without German VAT. For exhibitors from the European Union a valid VAT identification number (VATIN) is an absolute precondition. It must be entered on the registration form. The exhibitor is obliged to notify HAI of any change to the

VAT identification number immediately in writing. For exhibitors from outside the EU, it is not necessary to state a VAT identification number. However, it must be ascertained that the exhibitor has entrepreneurial status.

## **6.2. REIMBURSEMENT OF VALUE ADDED TAX**

Foreign exhibitors may be reimbursed for any value added tax they are charged for where the statutory requirements for this are in place. For more detailed information: [www.bzst.bund.de](http://www.bzst.bund.de). Applications are to be sent to the Federal Central Tax Office: Bundeszentralamt für Steuern, An der Kuppe 1, 53225 Bonn, Germany.

## **7. EXCLUSIVITY OF SERVICE PROVIDERS**

Only the service providers designated by KMA are permitted for the following services, supply activities and any connection work which may become necessary for the exhibitor's installations:

Water connections, power connections, compressed air, installation of suspension points, forklift trucks and working platforms, waste disposal, cleaning, security services, telecommunications, catering. This can only be deviated from if prior written approval has been given by HAI.

The execution of these services starts only after they have been ordered in good time via the OSC. The exhibitor is responsible for doing this before the start of the event.

## **8. DISRUPTIONS IN PERFORMANCE, WITHDRAWAL**

### **8.1. EXHIBITOR DOES NOT PARTICIPATE**

If the exhibitor does not participate once registration has been granted, he is obliged to pay a compensation fee. HAI must be notified that the exhibitor is not participating immediately in writing. HAI is not obliged to accept a replacement exhibitor put forward by the exhibitor. To ensure that the trade fair/exhibition has a unified image, HAI is entitled to reallocate the stand space which is unused because of the non-participation of the exhibitor. The exhibitor must pay compensation fees for HAI's endeavours to rent the stand space in any manner other than via exchange of the stand space with another exhibitor for a consideration. The compensation fee amounts to 25% of the calculated participation fee, and must amount to a minimum of €500, unless it is stated otherwise in the Special Conditions of Participation of the event. If no replacement exhibitor is found or if an exchange with another exhibitor is the only option, then the full amount invoiced shall be due.

### **8.2. CO-EXHIBITOR DOES NOT PARTICIPATE**

If a co-exhibitor does not participate, the obligation to pay the full amount of the co-exhibitor's fee remains unaffected.

### **8.3. BREACHES OF DUTY BY THE EXHIBITOR, CONTRACT PENALTIES**

Culpable breaches of the exhibitor's duties which result from the contractual relationship, or which contravene the directives set out in the House Rules entitle EHA to terminate the



contractual relationship for good cause with immediate effect if the contravention is not remedied immediately upon request.

In the event of a termination for good cause, HAI is entitled to close the stand of the exhibitor immediately and demand that the exhibitor disassemble the stand immediately and clear the stand space.

If the exhibitor is late in disassembling the stand or cleaning the stand space, HAI is entitled to under-take the disassembly of the stand and/or the clearing of the stand space either itself or engage a third party to do so, at the expense of the exhibitor.

The exhibitor is obliged to pay the due participation fees as minimum compensation cover throughout the remaining period of the event.

If no replacement exhibitor is found for the stand space of the terminated exhibitor, HAI is entitled to carry out redesign work on the stand space at the exhibitor's expense to unify the image of the trade fair.

EHA is entitled to demand a contract penalty, which is to be determined using equitable discretion by HAI for each individual case, amounting to a maximum of €10,000.

The exhibitor may provide evidence that no or significantly less damage than that stated was incurred for EHA.

The option to file other claims remains unaffected by this.

## **8.4. EHA'S AND HAI'S RIGHT TO WITHDRAWAL AND TERMINATION RIGHT**

### **8.4.1. INSOLVENCY OF THE EXHIBITOR**

EHA is entitled to withdraw from the contract if insolvency is filed for by the exhibitor, if such a petition is rejected because of lack of funds or if insolvency proceedings have been started. The exhibitor is obliged to inform HAI of any of these events immediately.

### **8.4.2. NON-PAYMENT**

If a deadline for payment set by HAI expires without payment of the participation fee, EHA may withdraw from the contract.

In the case the right to withdrawal is exercised, EHA is entitled to claim compensation from the exhibitor in the amount of the agreed and/or expected participation fee, as stated in point 8.1 of these conditions, unless the exhibitor can prove to EHA that the damages incurred were less than those stated. Further claims from EHA remain unaffected by this.

#### 8.4.3. VIOLATION OF THE SPECIAL CONDITIONS OF PARTICIPATION, GENERAL CONDITIONS OF PARTICIPATION, TECHNICAL GUIDELINES, HOUSE RULES

If the exhibitor is breaching the elements of the Special and/or General Conditions of Participation, Technical Guidelines or House Rules, EHA is entitled to terminate the contractual relationship with immediate effect for good cause.

#### 8.4.4. VIOLATION OF SUBSECTION 12.1 (ADVERTISING ETC.)

In the event the exhibitor is in breach of Subsection 13 (approaching and canvassing visitors outside the stand space, political publicity/statements), EHA is entitled to terminate the contractual relationship with immediate effect for good cause.

#### 8.4.5. STAND IS NOT OCCUPIED AT CORRECT TIME

If the stand is not occupied at the correct time by the exhibitor (Subsection 10.1.4), HAI is entitled to terminate the contractual relationship with immediate effect for good cause.

### 8.5. CANCELLATION, POSTPONEMENT/RELOCATION AND CHANGE IN THE LENGTH OF THE EVENT

EHA is entitled to cancel the event where there is good cause, to postpone it or relocate it, change the dates or - if the condition of the space, police directives or other extreme circumstances require it, to relocate the stand space of the exhibitor, alter its dimensions or limit it. Postponement or relocation or other such changes will become a component of the contract when they are notified to the exhibitor.

In this scenario, the exhibitor has the right to withdraw from the contract within 14 days of receiving notification of the change. Thus, no claims for damages can be made against EHA or HAI, unless the change/postponement can be attributed to a grossly negligent or intentional breach of duties by EHA or its agents, and/or the change/postponement is due to EHA's/its agents' violation of an essential contractual obligation which, firstly, enables the contract to be fulfilled in accordance with the regulations. Furthermore, the exhibitor should also consistently be able to trust that this obligation shall be adhered to (this may be, for example, planning and preparation of the event in accordance with the regulations, the exhibitor being notified in good time and being fully informed, etc.).

### 8.6. RESERVATIONS, FORCE MAJEURE, CANCELLATION AND OTHER CHANGES TO THE EVENT

#### 8.6.1 REASONS FOR CHANGES TO THE EVENT, OBLIGATION TO INFORM AND COMPENSATION

8.6.1.1 Unforeseen events, in particular cases of force majeure (for example natural disasters, war, terror, failure, or massive disruptions in traffic and/or communication links, as well as special epidemic risks when contagious diseases occur) which make it impossible or irresponsible to hold the event as planned, entitle HAI/EHA to make the following changes to the event:

- to postpone, shorten and extend an event
- to completely cancel its opening and
- to close an already started event temporarily, finally, in individual parts or in total.

Inability to provide sufficient operating elements, such as electricity, heating, etc., strikes and lockouts, will be equated to incidence of force majeure if they are not short-term in nature. There is no right to make the changes to the event if HAI/EHA is responsible for the incident on which the change is based.

8.6.1.2. HAI/EHA must inform the exhibitor of such change measures immediately after the decision has been taken, unless HAI/EHA is also prevented from doing so by one of the circumstances mentioned. No claims for damages can be made against HAI/EHA, unless

- the change can be attributed to a grossly negligent or intentional breach of duties by HAI/EHA or its agents
- the change is due to HAI's/EHA's or its agents' violation of an essential contractual obligation which, firstly, enables the contract to be fulfilled in accordance with the regulations. Furthermore, the exhibitor should also be consistently able to trust that this obligation shall be adhered to (this may be, for example, planning and preparation of the event in accordance with the regulations, the exhibitor being notified in good time and being fully informed, etc.).

#### 8.6.2 Participation fee

8.6.2.1 In the case that an event is postponed for a reason specified in 8.6.1.1, the following applies: HAI/EHA will determine a replacement date no later than one month after the announcement of the postponement of an event. The exhibitor has the right to withdraw from the exhibitor contract within 14 days of receiving notification of the replacement date.

8.6.2.2 If an already started event is shortened, extended, or closed (temporarily, permanently, in individual parts or in total) for one of the reasons specified in section 8.6.1.1, then the payments to be made by the exhibitor according to the exhibitor contract - the participation fee as well as any costs to be borne by the exhibitor - must be paid in full.

#### 8.6.2 PARTICIPATION FEES IN THE EVENT OF CANCELLATION

If EHA is responsible for the cancellation of the event, no participation fee shall be owed by the exhibitor. If EHA must shorten the duration of an event that has already begun because of force majeure or on other grounds for which they bear no responsibility, the exhibitor may not claim any part or full reimbursement, nor dispense with payment of the participation fee.

## **9. DUTY TO SUPPLY INFORMATION, SAFETY REGULATIONS**

### 9.1. EXHIBITOR'S DUTY TO SUPPLY INFORMATION

Upon registration, the exhibitor must share all relevant information with HAI, particularly that which influences the allocation of stand space, construction and disassembly operations, occupational health, and safety, right to erect structures, structural or operational safety and requirements for the surveillance team or which could otherwise prove significant for HAI.

## 9.2. FORMS, ONLINE SERVICE CENTER

The exhibitor receives an access code for the OSC upon registration and with the invoice for participation in the trade fair. This access code can be used to carry out the orders for service provision, media features and services online. The relevant information is shown in the Technical Guidelines (view under: [www.europeanrotors.eu/application](http://www.europeanrotors.eu/application)).

## 9.3. SAFETY REGULATIONS

The exhibitor must inform themselves on the safety regulations which are in force for the duration of participation in the trade fair and instruct its employees and, if applicable, its co-exhibitors on these. This instruction is to be documented in writing.

The Technical Guidelines and House Rules form the most essential component of these relevant safety regulations (viewed under: [www.europeanrotors.eu/application](http://www.europeanrotors.eu/application)).

During the event and construction and disassembly, throughout the premises of KMA, the exhibitor is subject to the conditions set out in the Technical Guidelines and House Rules. Furthermore, the instructions of the employees of EHA, HAI and KMA, who are authorized by service ID card, must be obeyed. Exhibitors must make sure that authorized employees can meet competent contact persons at the exhibitor's stand at any time. The exhibitor is obliged to observe all occupational and trade law regulations, environmental regulations, fire protection regulations and accident prevention regulations.

The exhibitor shall supervise the persons they engaged for the event and the other exhibitors they have registered to ensure they comply with the conditions and will intervene in the event of violation and/or inform HAI of such violations.

## 9.4. OCCUPATION OF THE EXHIBITION PREMISES

Unless stated otherwise in the Special Conditions of Participation, the length of time for which exhibitors, their employees or persons reporting to them may remain on the premises is limited to an hour before and after the daily opening hours for the relevant event, including opening hours. In principle, exceptions (i.e., for parties at the stand) require approval from the project management team. Outside of daily opening hours, the stands of other exhibitors may not be entered without permission from the stand owner.

# 10. CONSTRUCTION AND DISASSEMBLY

## 10.1. STAND CONSTRUCTION, FITTING AND DESIGN

### 10.1.1. BASIC PRINCIPLE

All stand spaces and other event spaces are calibrated and delineated by HAI. HAI is entitled to dictate requirements under § 315 of the German Civil Code [BGB].

The stand construction requirements in the Technical Guidelines must be observed. The stands must be constructed so that they are safe in terms of their stability and for traffic.

#### 10.1.2. DESIGN

The design and furnishing of the stand are, in principle, entrusted to each individual exhibitor. However, the usual exhibition criteria for the event and all EHA, HAI and KMA conditions must be observed in the design and furnishing, particularly the Technical Guidelines and the Special Conditions of Participation. Regulations on floor coverings and stand height limits are of particular importance here. HAI may demand that true-to-scale blueprints and stand descriptions are submitted. The name and/or company of the exhibitor must be displayed clearly on the stand.

#### 10.1.3. CONSTRUCTION AND DISASSEMBLY TIME LIMITS

The time limits for construction and disassembly times are governed by the Special Conditions of Participation.

#### 10.1.4. STAFFING

The stand must be properly equipped and staffed by professionally qualified personnel during the opening hours throughout the entire duration of the event.

### 10.2. STAND CONSTRUCTION OBLIGATIONS

The exhibitor is obliged to construct an exhibition stand on the hired stand space. Construction of the stand must begin at least 24 hours before the event starts - individual imperative deadlines for construction remain unaffected by this.

### 10.3. REMOVAL OF OBJECTIONABLE OBJECTS ETC.

Exhibits, stand equipment and/or other objects which were not stated in the registration, or which are objectionable or disruptive to the smooth running of the event in terms of their appearance, smell, insufficient cleanliness, noise, or other characteristics or which otherwise prove unsuitable must be re-moved immediately upon the request of HAI. If such objects are not removed immediately, HAI can have them removed at the exhibitor's expense and/or terminate the contractual relationship for good cause, with immediate effect.

### 10.4. PREMATURE DISASSEMBLY

The exhibitor is not entitled to remove exhibits from the stand space and/or begin disassembly of the stand before the disassembly period begins. If this is not abided by, HAI reserves the right to impose sanctions.

### 10.5. CLEARING

The exhibitor bears sole responsibility for clearing the stand space and returning it to its original state within the set deadlines. EHA, HAI and KMA bears no liability for goods which are still present on the event premises after the event has ended, even those which have been sold to third parties during the event, unless damage or loss can be attributed to EHA or HAI because of intentional activity or gross negligence.

HAI is entitled to impose a storage fee for goods and stand construction materials which are not disassembled and taken away on time. Furthermore, once the disassembly time limit is up, HAI is entitled to have goods/stand construction materials which are not disassembled or taken away on time removed and stored by a company which is competent to do so at the expense of the exhibitor and at the exhibitor's own risk.

## **11. HANDOVER/RETURN**

After the period of use has ended, the exhibitor must return the stand space to HAI in a clean-swept state, just as they received it. Failing this, HAI is entitled to have the space cleaned (i.e., remove sticky residues from the carpets) and to have installations, appliances, advertising boards, etc., removed and/or to return the space to the state that it was in prior to handover to the exhibitor. HAI is entitled to invoice the exhibitor for the costs thus incurred. This also applies if HAI has agreed that the exhibitor may bring installations, appliances, advertising boards, etc., into or onto the object provided for use.

## **12. ADVERTISING**

Any type of advertising (flyers, posters, other promotional materials) for the exhibitor's company may only be displayed on their own stand space and only for the products manufactured and distributed by the company, if these have been registered and permitted. Purpose-built advertising spaces for posters or banners located throughout the premises of KMA can also be booked.

Loudspeaker advertising, as well as other sound-emitting activities and film, video, or computer presentations and/or other activities which involve the emission of light or noise which is not of a low level require written permission from HAI. This also applies for the use of other devices and equipment which may have an increased promotional impact in terms of their visual or auditorial character or if the presentation of exhibits produces noise or otherwise causes disturbance. The points on noise emission in the Technical Guidelines must be observed.

HAI is entitled to prohibit advertisements which are conducted without authorization, without involving legal or police intervention and to eliminate these or have them eliminated. The costs for removal of unauthorized affixed advertising materials shall be borne by the exhibitor. In the interest of an undisturbed continuation of the exhibition, any permissions granted may be limited or revoked later.

Mobile advertising media (walking acts, etc.) within the event premises and the distribution of printed material and tasters outside of the stand space and in the parking slot is not permitted. Written approval from HAI must be obtained for exceptions to this rule.

Approaching and canvassing visitors outside the stand space is strictly prohibited. Political advertisements and/or political statements are not permitted unless political statements are part of the scope of the event. For political statements or political advertisements which could disturb the peace at the event or disturb public order, HAI is entitled to demand that the disputed objects be omitted and removed.

### **13. SALES REGULATION**

Direct sales and/or prohibition of direct sales is governed formally by the Special Conditions of Participation for the event.

The procurement of and compliance with advertising and health policy permits is the responsibility of the exhibitor.

### **14. PHOTOGRAPHY AND OTHER MEANS OF RECORDING FILMS AND VIDEOS**

Capturing images within the event premises for commercial purposes in any form, particularly photography and film, is only permitted for persons who have been accredited for this purpose by the HAI Communications Department. Images and recordings which are to be made outside the daily opening hours require acceptance from HAI. HAI reserves the right to request a suitable fee for this. The resulting costs are to be borne by the exhibitor.

HAI and - with the agreement of HAI - the journalists are entitled to produce photographs, drawings and film and video recordings of the event, the exhibition structures and stands and the exhibited objects and to use these for advertisements or press releases free of charge. This also applies to people who may appear in these recordings or items.

### **15. SURVEILLANCE, CLEANING, WASTE DISPOSAL**

#### **15.1. SURVEILLANCE**

In principle, EHA and HAI accept no liability for duty of care for exhibits brought onto the premises, stand equipment and objects which are the property of persons working on the stand. Stand surveillance and supervision of the stand during the daily opening hours of the event is generally the exhibitor's responsibility, and this also applies during the construction and disassembly periods. Outside of the opening hours of the event, HAI ensures that general monitoring of the halls and the event premises is undertaken. Duties of care, custodial or other safeguarding of the interests of the exhibitor shall not be affected. During the night, easily removable, valuable objects must be locked away by the exhibitor.

#### **15.2. STAND SURVEILLANCE**

The exhibitor may order additional surveillance of the stand at their own expense from the surveillance company appointed by KMA. Ordering is carried out via the OSC.

#### **15.3. CLEANING**

HAI provides general cleaning for the premises and hall walkways.

#### **15.4. CLEANING OF STANDS**

Cleaning of the stand/stand space must be undertaken by the exhibitor and must end 15 minutes before the event opens every day. If cleaning the stand is contracted out, the exhibitor must use the cleaning company appointed by KMA for this purpose. Orders are placed via the OSC. If the exhibitor's own cleaning team is deployed, then they may only



work one hour before and/or one hour after the daily opening hours of the event, unless stated otherwise in the Special Conditions of Participation.

If the exhibitor should deviate from the usual, decent standards of HAI in terms of hygiene or external appearance of the stand the exhibitor must remedy this at their own expense by order of HAI. If the exhibitor does not carry out these actions immediately following such an order from HAI, HAI is authorized to remedy these deviations and to invoice the exhibitor for the costs incurred.

### **15.5. WASTE DISPOSAL**

Waste disposal and environmental protection are regulated in the Technical Guidelines - these must be observed, and this is compulsory.

## **16. DATA PROTECTION**

Reference is made to the privacy policy of HAI ([www.europeanrotors.com/application](http://www.europeanrotors.com/application)).

## **17. INDUSTRIAL PROPERTY RIGHTS**

### **17.1. BASIC PRINCIPLE**

The exhibitor is obliged to observe the property rights of third parties with respect to goods displayed by themselves or their co-exhibitors. Goods which infringe upon industrial property rights, specifically trademark rights, design rights, utility model rights and/or patents are not permitted as exhibition goods.

The exhibitor is obliged to remove goods which violate these rights from their stand immediately. In the event infringement of property rights and/or breaches of the duties are proved, EHA reserves the right to exclude the exhibitor from the current and/or future event(s) without any compensation.

If EHA exercises their right to exclusion based on a legal decision or based on well-founded evidence of the infringement of property rights, the exhibitor concerned is not entitled to make claims for damages against EHA if the infringement of property rights proves to be invalid at a later point in time.

Securing copyright or other industrial property rights for exhibits is the responsibility of the exhibitor.

### **17.2. PROTECTION OF EXHIBITS**

Securing copyright or other industrial property rights for exhibits is the responsibility of the exhibitor. A 6-month period of property right protection extending from the beginning of the event onwards, based on the fundamental principles of the Act on Protection of Designs and Exhibits and the Trade-mark Reform Act only enters into force if the Federal Minister of Justice has published an appropriate public notice in the German Federal Law Gazette (Exhibition Protection). In principle, HAI applies for this exhibition protection.



### **17.3. GEMA [SOCIETY FOR MUSICAL PERFORMING AND MECHANICAL REPRO-DUCTION RIGHTS]**

The exhibitor is responsible for making the appropriate notifications in good time and in full for its own musical presentations which are subject to GEMA approval, and that duties are paid and that copyrights are respected.

### **17.4. REGISTERED TRADEMARKS OF HAI**

The exhibitor is obliged to obtain consent for use before using any registered trademark of EHA or HAI.

## **18. GENERAL OBLIGATIONS OF THE EXHIBITOR**

The exhibitor must ensure that they do not damage the reputation of EHA or HAI. Among other items, this requires that the exhibitor only uses suppliers who can guarantee that they will work in a reliable and orderly manner (see also Subsection 7). The exhibitor is obliged to observe the conditions of the General Conditions of Participation, the Special Conditions of Participation, the Technical Guidelines, and the House Rules.

Insofar as it is required under law or is reasonable on objective reasons, the exhibitor is obliged to draw up an appropriate safety concept with HAI and the public agencies and organizations responsible for safety.

## **19. PERMITS, EXIT ROUTES AND EMERGENCY EXITS**

Any permits which are legally required according to building regulations are to be obtained by the exhibitor at least eight weeks before the beginning of the event at their own cost.

The exhibitor must submit the required permits to HAI eight weeks before the beginning of the event at the latest. Further indications for stand construction are regulated in the Technical Guidelines. (<https://www.europeanrotors.eu/en/exhibiting-guidelines>).

Each exhibitor is responsible for keeping the exit routes and emergency routes of their stand clear and for ensuring that the visitors use them.

The exhibitor must comply with the Fire Protection Measures for Trade Fair Events.

## **20. COMPULSORY INSURANCE COVERAGE**

The exhibitor is obliged to take out liability insurance with the sum insured being the customary scope of coverage for the market in a lump sum for physical injury to persons and damage to property (with cover amounting to double this amount). This insurance must include coverage for rental property damages to buildings and rooms through fire, explosion, and domestic water damage, with the sum insured amounting to at least €10 million, as well as rental property damages to other items resulting from other causes with the sum insured amounting to at least €50,000. Furthermore, the exhibitor must reach an agreement for a waiver of recourse in favour of EHA and HAI with their property insurer.

The closing of the insurance contract(s) is to be proved via submission of a written confirmation of cover to HAI at least three weeks before the event begins. Exhibitors have the option of taking out comprehensive insurance coverage for goods. Application for exhibition insurance is made via the OSC.

## **21. LEGAL DUTY TO MAINTAIN SAFETY, OPERATOR OBLIGATIONS**

The operator obligations for one's own stand are transferred to the respective exhibitor. More specifically, this means that the exhibitor is responsible for ensuring public safety on the stand and the direct access to it unless hazards arise from the structural composition of the building and/or premises of KMA.

Within the context of the obligation to maintain public safety, the exhibitor must specifically ensure that passageways are clear, there are no "stumbling points" caused by cables, carpets, etc., wet or any other slip-prone surfaces are indicated with signs, suspended items are secured and are not hung too low, the stand construction complies with the safety provisions of KMA, fire protection measures are in place, all work is carried out to the best possible technological standards etc. Details on all areas are set down in the Technical Guidelines (<https://www.europeanrotors.eu/en/exhibiting-guidelines>)

## **22. NOTIFICATION OF DAMAGES**

The exhibitor must notify damages which have occurred to HAI immediately in writing.

## **23. INTERVENTION IN THE EVENT, TERMINATION OF THE EVENT**

HAI reserves the right to intervene during the event or terminate the event to restore safety and order to the event. The exhibitor is not, in either case, entitled to bring claims for damages against EHA or HAI, unless EHA or HAI caused the grounds for intervention during event or termination of the event intentionally or via gross negligence or has violated an essential contractual obligation which firstly enabled the contract to be fulfilled in accordance with the regulations. Further-more, the exhibitor should have been able to consistently trust that this obligation would be adhered to.

## **24. BRINGING OBJECTS ONTO SITE**

Where the exhibitor has received permission from HAI to place/store items outside their own stand on the premises available to HAI and/or in buildings on these premises, this shall not be taken as justification for a rental contract nor custody contract to this effect.

## **25. LIABILITY, INDEMNIFICATION**

### **25.1. LIABILITY OF EHA**

The liability of EHA and HAI, the agents and assistants thereof and other persons associated with EHA and HAI for negligent behaviour is eliminated, unless the claim involves liability resulting from physical injury to persons or liability because of violation of essential

contractual obligations. In this context, essential contractual obligations are obligations which, firstly, enable the contract to be fulfilled in accordance with the regulations. The exhibitor can also consistently trust that these obligations shall be adhered to (without claim to completeness, this could be providing the object for use in line with the contract or appointing a supplier in line with the contract, to give examples). In the event these essential contractual obligations are breached because of negligence, the liability of EHA and HAI is limited to that of contractually typical damages. The exhibitor indemnifies EHA and HAI against all claims of third parties for which the exhibitor or their co-exhibitors bear responsibility, unless these are for damage to property or financial loss which was at least partly caused by a grossly negligent or intentional breach of duty and, in the event of physical injury to persons, which can be attributed, in any way, to a breach of duty by EHA and HAI and/or persons associated with them, or can be at least partly attributed to them, or if the claim involves violation of essential contractual obligations by EHA and HAI in the sense stated above.

#### **25.2. LIMITATION OF LIABILITY IN THE EVENT OF VIOLATION OF ESSENTIAL CONTRACTUAL OBLIGATIONS.**

If EHA and HAI are liable for simple negligence of essential contractual obligations, the extent of compensation is limited to the foreseeable, typical damage. Prior to the incidence of liability, the exhibitor has the possibility to extend the liability towards EHA and HAI by announcing a hazard threat and/or a value declaration in writing.

#### **25.3. INDEMNIFICATION VIS-A-VIS CO-EXHIBITORS**

The exhibitor indemnifies EHA and HAI against all claims which may arise in conjunction with a breach of duty or other actions which constitute grounds for claims on the part of its co-exhibitors and which are brought against EHA and HAI. This also applies to the costs for legal defence. This indemnification does not apply if EHA and HAI itself is responsible for the breach of duty or actions which constitute grounds for claims because of gross negligence or intent, or if EHA and HAI have violated its essential contractual obligations under Subsection 25.1.

#### **25.4. STRICT LIABILITY OF THE GERMAN CIVIL CODE [BGB]**

Strict liability of EHA is dispensed with for pre-existing deficiencies (e.g., in stand equipment) under § 536 A, Paragraph 1, Alternative. 1 of the German Civil Code and for any potential subsequent damages for the exhibitor.

### **26. STATUTE OF LIMITATIONS, SET-OFF**

The statute of limitations for claims brought against EHA is one year, unless EHA has caused the grounds for the claim either intentionally or through gross negligence or the claims are subject to a statutory statute of limitations of over three years.

The exhibitor is entitled to a right to set-off against EHA only when their counterclaim is legally recognized as valid, is uncontested or is recognized by EHA. The same applies for the right of retention, since the exhibitor is an entrepreneur, a legal entity under public law or a

special investment fund governed by public law. If the exhibitor is not categorized as belonging to these groups, the exhibitor is entitled to exercise their right to retention, insofar as the exhibitor's counterclaim is governed by the same contractual relationship.

## **27. PROTECTIVE CLAUSE**

Only these conditions and the conditions mentioned in the registration form (Special Conditions of Participation, Technical Guidelines, House Rules, Protection and Hygiene Concept, Privacy Policy) are valid for the relationship between the parties. Other general terms and conditions of trade shall not be held to be subject terms of the contract, even if EHA has not expressly objected to them.

## **28. APPLICABLE LAW, PLACE OF PERFORMANCE, PLACE OF JURISDICTION**

This agreement shall be solely governed by German law. The place of performance for both parties shall be Cologne. The place of jurisdiction is Cologne. EHA may, at its own discretion, elect that the competent place of jurisdiction shall be that of the exhibitor.