

## TERMS AND CONDITIONS FOR EXHIBITORS IN A CASTLE

- 1. Application:** By submitting the application incl. signature the exhibitor undertakes to accept these terms and conditions. The present application shall become binding on the exhibitor to participate in the trade show. Applications under reserve, deletions, additions and changes by the exhibitor are invalid! The terms and conditions also apply to additional services and orders, e.g. advertisements, commercials in the catalog/ magazine, set-up and dismantling of the stand, rental of stand construction materials, power connection, water and other utilities. Deadline for registration: 1 month before the fair begins.
- 2. Rental conditions** for stands differ with each fair. Each started ½ sqm will be charged as 1 sqm. Prices are quoted on the front of this application form. The price per sqm for outdoor presentations is 50% of the indoor price. For two-storey stands additional 50 % of the comprehensive tariff will be charged. An obligatory registration fee (see front) will be charged per exhibitor. For each co-exhibitor on the booked exhibition space the co-exhibitor fee is obligatory! As a co-exhibitor apply all companies which are not involved in percentage terms of the exhibiting company.
- 3. Taxes, fees and charges:** All fees, charges and taxes, in particular VAT, tax and advertising charges, shall be borne by the exhibitor. All prices are net prices.
- 4. Terms and conditions of payment:** 6 weeks before the fair starts. Invoices from this date on have to be paid promptly. Late payment will be charged with a default interest of 12%. Condition precedent for handing over the stand to the exhibitor is timely payment. For short-term applications the exhibitor has to provide a proof of the executing bank, which is titled with "transfer done" or "paid". The exhibitor is not authorized to postpone an account, refuse payment or balance an account because of any counter claims. If it is known that supplementary debits (power, advertisement, cashed voucher,...) for past events are still outstanding or any other bad payment behaviour the organizer is authorized, to levy a charge of € 1000,- net additional with the stand account at least 6 weeks before the start date of the show. Final accounts will be balanced with the charge, still open accounts will be charged and any differences will be refunded.
- 5. Lien:** In case of open accounts against the exhibitor, the organizer has the legal and contractual lien on any of the exhibited goods, the stall and equipment of the exhibitor. It is not necessary to initiate a court procedure in order to exercise the lien. The organizers are authorized to execute the lien without prior notice and to sell the goods as customary in trade. Revenues are accumulated against the open account.
- 6. Cancellation:** If the exhibitor cancels his application, the following cancellation charges shall apply: from the date of the application 50% up to 10 weeks before the starts, from 10 weeks before the fair starts: 100%. The exhibitor acknowledges that the cancellation fee is due even though the organizer can sell the exhibition space to a third party. The cancellation fee is due according the cancellation invoice.
- 7. The event** is reserved to the organizer up to 6 weeks before the start of the fair. If the event is canceled by the organizer, the exhibitor will be reimbursed to the organizer for all invoices already paid. **7.1 In the event of force majeure** due to an official decision, by a decision of the organizer in the event of imminent danger, or if the exhibition hall (s) are not available due to force majeure, the organizer is entitled to the trade fair at any time in the preparation phase as well as immediately to cancel this before the event. If the organizer can offer the exhibitors a replacement date for the fair in the same city or area within one year, the contract (registration of the exhibitor) remains valid in full. Invoices that have already been paid are automatically credited to the exhibitor for the new appointment. If there is no alternative date, all the services booked by the exhibitor and provided by the organizer at this time & the registration fee will be charged at 100%, as well as the area rental at 50% as an administrative fee. The exhibitor is not entitled to compensation. **7.2 In the event of force majeure** over an official decision, by a decision of the organizer in the event of imminent danger, or if the exhibition hall (s) are no longer available due to force majeure, the organizer is entitled to interrupt the fair during the event or completely until to lock at the end of the fair. This means that no claims whatsoever can be asserted by exhibitors. **7.3** The measurement content described in the exhibitor information, e.g. Advertising steps, supporting program, focus, etc. can be changed by the organizer without prior notice due to current circumstances.
- 8. Admission & allocation:** The organizer decides on the acceptability of the applicant. The organizer is entitled to refuse an application anytime without justification. Applications may be refused by the organizer if the exhibitor's products do not fit into the profile of the fair, or if it is known that fees for other events are still outstanding or that any kind of insolvency hearing is pending against the applicant. The organizer has the exclusive right to allocate stands and to change stand locations at any time in the interest of the event. The organizer does not give exclusive rights to any exhibitor for his exhibited goods and services.
- 9. Pulling out customers of the visitor stream:** Advertising activities outside the confines of the given exhibition space is prohibited. Customers may not be approached either at an adjacent stand or at the entrance, at the cash desks or in the free area around the fair, in the interest of all exhibitors. In case of non-compliance the organizer gives a unique reminder. If the exhibitor repeats his behaviour, the organizer has the right to block the whole booked exhibition space of the exhibitor for the duration of the show. The exhibitor has no right to refund any costs.
- 10. Exhibitor quality management:** Exhibitors have to fit into the fair profile. In particular cases the organizer can grant an exception to this guideline. Product and/or services have to be legally accepted in Austria! The exhibitor undertakes to inform himself/herself, whether the goods he/she sells or the services he/she provides are allowed in Austrian law (product liability, pharmaceutical law, etc.) and that all customs regulations & formalities will be complied. By signing the application form, the exhibitor guarantees its legal and professional expertise for its offered services and products in conformity with Austrian laws.
- 11. Entry in the exhibitor index & data protection:** The Entry in the exhibitor index is not an obligatory task of the organizer. The organizer does not undertake the liability for: misprints, typographical errors, syntactic errors, misclassification or missing entry's, etc. Also the organizer is obliged to summarize concepts, contents, texts and multiple choices of categories. Furthermore it is not possible to reduce any invoices because of misprints, typographical errors, syntactic errors, misclassification or missing entry's, etc. By submitting this application, the exhibitor grants the consent to the voluntary publication of the specified company data, which are specified under the exhibitor data section for the entry in the exhibitor index (online & print), as well as the specified company data, with the additional data on the products and services offered in event interest to pass on to third parties eg online exhibitor index, tasting catalogue (printed exhibitor index), hall plans (print & online), list of exhibitors in print & online media. The data will remain accessible to the public for up to three years, even after the event in the online exhibitor index and in the online hallplan. The printed media will be passed on to third parties. The data is therefore freely accessible to the public for a limited period of time (further information can be found in the privacy policy).
- exhibitor by the organizer.
- 12. Sale & tasting of products:** Free tastings are generally intended. Sale and tasting is generally permitted. Only registered products can be exhibited and sold. Products which have been nominated for the exhibitor index/ catalogue/ brochure are those which are regarded as part of the program. Bankruptcy sales or similar sales will not be permitted out of consideration for the other exhibitors.
- 13. Sale of food and beverages:** The Austrian hygiene regulations and formalities have to be complied. The exhibitor is obliged to inform himself/ herself about the legal hygiene regulations and formalities. The permission of the sale of food and beverages for consume on location (catering) is depending on the fairgrounds (location). Based on exclusive rights for local catering company's it is not allowed to sell food and beverages at every fair. Please inquire in written form for the current fair, if the sale of food and beverages to consume on location is permitted. The sale of food and beverages to take home is generally permitted.
- 14. Times for stand setup & dismantling:** The by the organizer announced times for stand construction and dismantling must be observed. Should there be a special arrangement, so exhibitor and goods are allowed stay in the hall/ location longer, the occurring costs will be charged to the exhibitor including a handling fee by the organizer.
- 15. Set-up /Construction:** Exhibitors have to complete their stand construction and stand decoration 1 hour before the fair starts. If the rented surface is still vacant up to 2 hours before the fair starts and the organizer is not informed about a later installation, the organizer reserves the right to dispose of the surface without prior notice. In the case that the organizer has to decorate or fill the rented surface with stand construction materials, the organizer has the right to charge the additional costs to the exhibitor. In this case the exhibitor has no right of refund for already paid accounts related to the surface. Installation of the stand has to be completed by the exhibitor one hour before the fair starts.
- 16. Dismantling:** The exhibitor has no right to start the dismantling before the official end of the fair. This also applies to clearing away decoration, advertising materials and exhibition pieces. Otherwise a fine of € 500,- has to be expected.

- 17. Stand construction:** In the castle generally no typical stand construction is desired. Especially exhibitors with wine, spirits or other beverages can only exhibit on the basis of a table presentation. Every exhibitor commits himself to make his space appealing! Roll-ups, Pop-ups, etc. can only be set up if they do not interfere visually with the neighboring stand. Exhibitors with gourmet products can also work with a stand construction concept. For this, the presentation of plans & a written agreement with the organizer is possible and timely clarify. On the part of the building owners, it is not allowed to attach nails, screws, tapes, Tixo or similar to the walls of the building or to make any other damage in the masonry, wood or similar. Electricity and water may only be ordered through the organizer. The fire prevention and event authority regulations must be adhered to. Special permits can only be requested on a case-by-case basis from the responsible authority via the organizer in good time (about 8 weeks before the fair). A positive approval is always dependent on the decision of the competent authority. Depending on the terrain, driving on the terrain is sometimes only possible to a limited extent, special transports and trucks over 3.5 t must be reported by the exhibitor upon registration. Driving on the hall is not permitted. Hydrants, fire extinguishers, electric control boxes, gas shut-off valves and escape routes etc. can not be adjusted or impaired. The use of open fire, candles, LPG, welding equipment and spark generating machines is strictly prohibited in the halls. Decor material for the exhibition stands must comply with fire regulations (flame retardant).
- 18. Liability and compensation for damages:** The organizer accepts no liability whatsoever for loss or damage to exhibition goods or stand equipment brought or left behind by the exhibitor. The organizer is not obliged to enter into any insurance agreements of any kind. No insurance is included in the stand rent for the stand itself, for any items brought into the stand or any other associated pieces of equipment.
- 19. Advertisement of the exhibitor:** In case the exhibitor intends to advertise his products beyond his stall but within the exhibition area, it is necessary to obtain a written permission from the organizer (which can be charged). Every exhibitor promises not to impair the presentation work of adjacent exhibitors and the organizers.
- 20. Filming and photography:** The organizer retains the right to take photographs and make films on the exhibition premises and to use such photographs and films for its own or for general publication. In this context, the exhibitor waives any related objections based on copyright. The exhibitor does not retain the right to make, or have made, any films, photographs, drawings or other depictions of exhibition stands and goods exhibited, other than his or her own. In this context, the exhibitor waives all objections arising from industrial property rights, in particular copyright and the law against unfair competition (UWG). All exploitation rights are incumbent on the organizer without restriction.
- 21. Cleaning, parking lots and surveillance:** The stands will not be cleaned by the organizer, but the organizer is responsible for cleaning the aisles and walkways between the stands. The disposal of construction or dismantling waste, and remaining installation material of the show will be charged at the current rates (cleaning and waste disposal) of the respective fair. When the car parks for exhibitors are not combined with the visitors' car parks, they have been laid out separately. Surveillance of exhibition-area will be arranged according to the judgements of the organizer.
- 22. Special events and presentations:** Special events, presentations in picture and sound, etc. on the exhibition area are subject to the organizer's written consent. Special events or presentations that have been authorized are to be carried out in such a way that no molestation is caused by noise, dust, fumes, etc. or that any other part of the exhibition is not impaired. Noise exceeding 40 dBA measured on the periphery of the exhibition area is forbidden. Should the exhibitor fail to comply with this regulation, the organizer is entitled to close down the exhibition area. Registrations with the AKM must be carried out by the exhibiting company itself.
- 23. The rental fee for exhibitors with wine distillates/ spirits, beverages includes** a free washing service for rental wineglasses in a basket with 16 pcs or glasses from the exhibitor in a basket of max. 40 x 40 x 24 cm., mineral water and bread as long as stock lasts and for deposit.
- 24. Additional conditions for exhibitors with gourmet products:** Strong smelling cheeses and other products like salami etc. are generally not permitted in the large exhibition hall. Exhibitors who display strong smelling products may only be sited in the foyer between Forum 1 + 2. If, in spite of this, an exhibitor is in the hall with strong smelling products (assessment is made by the organizers), he or she will be re-positioned in the foyer as he had been allocated a place on the assessment of non-smelling products. This will be executed either during the fair or even before the fair! The exhibitor is obliged to accept the newly allocated site. If there is no space left in the foyer, it may not be possible to allocate him at any other site in the exhibition area. In such a case, he will be reimbursed with 70% of the stall charges.
- 25. Exhibitor ID's:** Exhibition passes are not transferable and are solely to be used by the exhibitor's staff! Up to 6sqm the exhibitor gets max. 2 exhibitor ID's free of charge. Up to 12sqm the exhibitor gets max. 4 exhibitor ID's free of charge. Every additional exhibitor ID: € 40,-. Contravening this regulation will entitle the organizer to the full entrance fee, in cash, per each exhibition pass.
- 26. House rules:** The house rules of the venue must be obeyed.
- 27. General regulations:** Spoken agreements shall not be considered valid. Amendments, additions and deletions as well as verbal agreements to this agreement shall not be valid unless in written form. The invalidity of any individual fair conditions shall not affect the validity of the remaining provisions. These terms and conditions are also valid for all the other concluded agreements in this context between the exhibitor and the organizer.
- 28. Jurisdiction & place of performance:** Austrian law shall apply. Legal venue is Mondsee, Austria

### PRIVACY POLICY

- Personal data collected from or transmitted by the exhibitor may be used for the fulfillment of the business purposes of CMW Peter Lindpointner GmbH & Co. KG within the framework of the statutory data protection regulations.
- The exhibitor agrees to the listing in the exhibitor index of the fair (online + print) and to publish the data in interest of the event, e.g. in the online exhibitor index, fair guide (printed exhibitor index), hallplans (print & online), list of exhibitors in print & online media too. The data will remain accessible to the public for up to three years, even after the event in the online exhibitor index and in the online hallplan. The printed media will be passed on to third parties. The data are thus freely accessible to the public for an unlimited period of time. This consent can be revoked at any time in writing by e-mail to [office@cmw.at](mailto:office@cmw.at).
- The fairs CMW Peter Lindpointner GmbH & Co. KG and its affiliated companies, as well as their foreign agencies are also authorized to use this personal data to contact you by letter, e-mail, telephone or fax. An overview of these companies and foreign representations is available on the website [www.cmw.at](http://www.cmw.at) under the heading "Representatives, Memberships & Partners". This consent can be revoked at any time in writing by e-mail to [office@cmw.at](mailto:office@cmw.at).
- The exhibitor must ensure the data protection requirements of the above uses by appropriate measures (for example, consent of his employees). The exhibitor shall be liable to CMW Peter Lindpointner GmbH & Co. KG for damages and expenses resulting from the breach of this obligation and shall release the trade fairs CMW Peter Lindpointner GmbH & Co KG on the first request of corresponding claims of third parties. This consent can be revoked at any time in writing by e-mail to [office@cmw.at](mailto:office@cmw.at).
- The exhibitor accepts that all data of the exhibitor, which will be announced at the time of booking, as well as all related agreements and orders will be passed on to the tax office or the tax consultant of the organizer. The exhibitor accepts that all information provided by the exhibitor at the time of booking, as well as all related agreements and orders, all correspondence relating to the booking and its circumstances, if necessary, to suppliers, public authorities, tax authorities, courts, legal representatives and legal protection will be passed on. This consent can be revoked at any time in writing by e-mail to [office@cmw.at](mailto:office@cmw.at)

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