

## TERMS AND CONDITIONS FOR EXHIBITORS:

**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 at the trade fair. 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 catalogue/magazine, construction and dismantling of the stand, rental of stand construction materials, power connection, water and other utilities. Deadline for registration: 1 month before the fair starts.

**2. Rental conditions** for stands differ at 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 stand constructions 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 who are not involved in percentage terms of the exhibiting company (billing address). **2.1** Should the consumer price index change more than 5% positively or negatively between the announcement of the trade fair (status of the General Terms and Conditions on this page, bottom right - last line) and the actual date of the trade fair, the organizer has the right, but not the obligation, to adjust the prices according to the current consumer price index. In case of a price increase, the exhibitor has the possibility to withdraw from the contract within 30 days from the written announcement of the new rates, without further justification and without cancellation fees.

**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:** 8 weeks before the fair starts. Invoices from this date on have to be paid promptly. Any complaints relating to the billing shall be notified to CMW in writing within five days after receipt of the invoice. For invoice changes by the exhibitor of already issued invoices, an amount of € 20, - plus 20% VAT will be charged per change. 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 fair. 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 conditions:** COVID19 special regulation for the year 2021: The exhibitor can withdraw from the registration "free of charge" by June 1, 2021 without giving any reason. The following cancellation fees apply from June 2, 2021: 50% up to 12 weeks before the start of the trade fair, 100% from 12 weeks before the start of the trade fair. The exhibitor acknowledges that the cancellation fee must also be paid if the organizer succeeds in renting or selling the exhibition stand to a third party. The cancellation fee is due according to the cancellation invoice.

**7. The organizer reserves the right to hold the event without "force majeure" up to 4 weeks before the start of the trade fair.** In the event that the event is canceled by the organizer, the organizer will reimburse the exhibitor for all invoices that have already been paid to the organizer.

### **8. Cancellation of the event due to force majeure.**

**8.1 Definition of "force majeure"** for the binding terms and conditions at trade fairs CMW: Force majeure is defined as: strike, political events, epidemics, pandemics such as: Infectious diseases, natural events, fire, delayed or missing official approvals, changes in the law, terrorism, restrictions on energy supply, official orders, official bans on events, official orders or in the case of new official requirements which were not originally known when the event was advertised and which therefore make the event economically worse or no longer allow the event concept to be implemented in the same way, by a decision of the organizer due to requirements which can no longer be planned in advance, as well as by possible official requirements to be expected which may affect, among other things, visitor frequency or / and which may lead to a corresponding negative economic development for exhibitors, or if the premises are not available on the date due to unforeseeable events, or other important reasons that are beyond the control of the organizer and thus make it unreasonable or impossible to hold the event. **8.2 In case of force majeure (see 8.1) from the Exhibitor's registration until 7 days before the event,** the Organizer is entitled to cancel the event at any time. If necessary, the Organizer has the right to cancel all contracts related to the registered event without giving reasons. If the organizer can offer the exhibitors a substitute date for this event in the same city or vicinity of the venue within the next few months, the contract (exhibitor's registration) remains valid in full. Invoices already paid will be automatically credited to the exhibitor for the new date. The exhibitor is not entitled to any compensation or right of withdrawal. Should it be impossible for the exhibitor to attend the alternative date for justified reasons, it is the sole responsibility of the organizer to evaluate this reason, whether the contract is thereby cancelled without cancellation costs or the registration and thus also already paid invoices are postponed to the following year. The exhibitor is not entitled to any compensation. If no alternative date can be found, the exhibitor will be reimbursed for all invoices for this event that have already been charged to the exhibitor by the organizer and paid by the exhibitor. The Exhibitor shall not be entitled to any further compensation.

**8.3 In case of force majeure (see 8.1) from 7 days before the event, as well as during the event,** the organizer is entitled to cancel the event during the set-up, as well as during the event, to interrupt the event or to close it completely until the end of the event. This does not entitle exhibitors to make any claims whatsoever. It is generally up to the organizer and is not obligatory for the organizer in any way vis-à-vis the exhibitors whether the exhibitors will be refunded a share. In this context, should there be a refund, only the share over the remaining duration of the event will be taken into account for evaluation. The evaluation of a possible

refund will be made exclusively by the organizer. In this connection of the calculation of the refund the intention of the organizer of an application of the national organizer protection screen, where 90% of the event damage should be taken over by the state, flows with. The Exhibitor is generally not entitled to any compensation.

**8.4 In the event of force majeure (see 8.1),** the event contents described in the exhibitor information, e.g. advertising steps, supporting program, focal points, etc., may be changed by the organizer without prior notice due to current circumstances. The exhibitor shall not be entitled to any compensation.

**8.5 In the event of force majeure (see 8.1), the organizer has the right to adjust the binding terms and conditions accordingly at any time.** Exhibitor's right: In the event of a change in the binding terms and conditions, the Exhibitor has the right to withdraw from the contract within 30 days of written notification of the new terms and conditions, without further justification and without cancellation fees. The exhibitor is generally not entitled to any compensation.

**9. 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 exhibitors' 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.

**10. 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 fair. The exhibitor has no right to refund any costs.

**11. 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.

**12. Entry in the exhibitor index:** 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, fair guide (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 hall plan. 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).

**13. Sale of products:** 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.

**14. 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.

**15. Times for stand construction (set-up & dismantling):** The announced times for stand construction and dismantling by the organizer 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.

**16. Set-up:** Exhibitors have to start the stand construction until 2 pm on the day before the fair starts (applies to trade fairs starting on the first day of the trade between 9 and 10am). For trade fairs, which begin on the first day of the exhibition in the afternoon, the stand construction must start no later than 9 am. If the rented surface is still vacant to this point 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.

**17. 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 € 300,- net has to be expected.

**18. Stand construction:** The official stand height for the exhibition space is 2,5m. Partition walls are obligatory required for reasons of visual appearance. Roll-Ups, Pop-Ups, etc. are not classified as partition walls. The use of partition walls, ordered from the exhibitor's neighbouring stand from the organizer, will be charged to the exhibitor at the standard rate. Every exhibitor agrees to arrange his stand very appealing. Higher stand constructions are only possible after a submission of the construction plan to the organizer and a written agreement with the organizer. Stand constructions, which exceed 2,5m, have to be neutral white, grey or black on the backside to the neighbour booth and visually appealing. Advertising on the backside of the booth (side of the neighbouring booth) higher than 2,5m is not permitted. If the exhibitor stand

is not provided with partition walls on the last construction/assembly day until 4 pm and the organizer is not informed about a later assembly, the organizer will set-up partition walls and charge the costs to the exhibitor. According to the owner of the buildings exhibitors are not permitted to fix nails or screws into the walls/floor or to damage the walls/floor, wood or similar materials. Costs for damages at the building or at the outdoor area of the fairground will be charged 100% to the exhibitor. Electricity and water have to be ordered through the organizer, who permit only concessionary companies. The exhibitor has to comply with the legal fire regulations and the public authorities for events. Special permits are only possible in individual cases and can be requested at the responsible authority through the organizer in time (about 8 weeks before the fair). A positive authorization is always depending on the decision of the responsible authority.

**19. special regulations during the corona pandemic - the regulations or ordinances valid for the event generally apply.** The trade fair or exhibition space booked by the Exhibitor must be equipped accordingly, taking into account the regulation valid at the time of the trade fair or the official permit valid in this context. In particular, from the point of view of the adaptation of the General Terms and Conditions due to the new regulation for trade fairs valid from July 1, 2021, the following requirements apply: spit protection between the seller and the buyer or mouth protection, 3G rule, regulation of the personal number of a common group of visitors. In general, the regulations or ordinances valid for the event shall apply, which shall be communicated to the Exhibitor in a timely manner, taking into account that the Organizer receives relevant information from the competent authorities. **19.1 Transfer of liability to the Exhibitor:** At the time of the Event, the Exhibitor shall assume full responsibility and liability for compliance with the regulations or directives or laws in force at the time from the Organizer for the rented area where the visitors sample or examine or taste or consume the products of the Exhibitor.

**20. Driving within the fairground and in halls:** Driving within the fairground is limited, special transport and heavy goods vehicles above 3.5 tonnes have to be registered by the organizer at application. Driving inside the halls is only allowed with special permit by the organizer. The vehicles must be registered in written by the organizer before entering the fair hall. In order to switch off fire detectors. Disregarding these regulations may cause activation of fire detection. In this case, all arising expenses of the fire department will be charged to the exhibitor. From the exhibitor brought in stand constructions and equipment have to comply the general security and fire regulations in Austria Corridors, common areas, fire extinguisher, fuse boxes, power switches or gas/ water shut-off valves must be kept free and available. The use of open fire, candles, liquefied gas, welding equipment and spark producing equipment in the exhibition hall is strictly prohibited. Decorative elements for the stand have to come up with the fire protection law (non-flammable). Damage costs through the disregarding of these regulations will be charged to the exhibitor by the organizer.

**21. Stand construction and rental furniture:** Applies for stand constructions and rental furniture ordered from Messen CMW (partition walls, furniture, etc.). The exhibitor shall be liable for all materials/furniture delivered to the exhibitors rented surface until the fair ends. In the event of non-correct return, CMW shall be entitled to invoice for missing or damaged items at the original price. If the stand is not occupied at the time of delivery, the ordered material is deemed to be duly handed over and accepted as soon as it is placed on the rented surface. For orders, which did not arrive at the latest three weeks before the start of the fair, no guarantee can be given for the timely and complete delivery as well as the optimal execution. For orders that have not been received by CMW at least three weeks before the start of the fair, a manipulation surcharge of 20% will be applied to the respective price.

Messen CMW is only obliged to perform the work and services listed in the service description. Messen CMW expressly reserves the right to deliver goods other than those offered for technical or other reasons. The exhibitor is aware of the fact that rental material and furniture is generally used for exhibition purposes and is therefore not always new. The material is only provided for the agreed purpose, for the exclusive use by the exhibitor at the agreed place (rented surface) and only for the duration of the fair. The material or furniture may not be nailed, painted or glued under any circumstances. It is not permitted to paint walls or glue walls with double tapes, stickers or wallpapering, if not detachable without any residues. Wallpapers, stickers and other decorations must be removed by the exhibitor immediately after the event. In the case of damage, the original price per meter will be charged. If the order is cancelled by the exhibitor up to three weeks before the start of the fair, CMW stands for 30% of the contract value as a lump sum compensation. From three weeks before the fair starts, the cancellation fee is 50%. From 14 days before the start of the fair, the entire order value has to be paid as a cancellation fee.

**22. Liability and compensation for damages:** The organizer accepts no liability 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.

**23. Advertisement of the exhibitor at the fair ground:** 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 will be charged). Every exhibitor promises not to impair the presentation work of adjacent exhibitors and the organizer.

**24. 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 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.

**25. Cleaning, parking lots and surveillance:** The stands will not be cleaned by the organizer, but the organizer is responsible for cleaning the aisles between the stands. The disposal of construction or dismantling waste, and remaining installation material of the fair will be charged at the current rates (cleaning and waste disposal) of the respective fair. If the exhibitor parking slots aren't combined with the visitor parking slots, they will be defined separately. Surveillance of exhibition-area will be arranged according to the judgements of the organizer.

**26. Lectures, Workshops:** With an application, the exhibitor does not get the right to perform seminars, workshops or any appearance at the stage. The organizer decide exclusively, who will arrange and perform a seminar, workshop or appearance on stage. Please refer to the prices on the order form for advertising possibilities for a presence during the program.

**27. Special events and presentations:** All kinds of special events and presentations at the booth or at 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. The exhibiting company itself must carry out registrations with the AKM.

**28. Exhibitor ID's:** Exhibition passes are not transferable, chargeable and solely for the exhibitor's staff! Per started 10 sqm, the exhibitor gets max. 2 exhibitor ID's free of charge. Every additional exhibitor ID: € 20,- net. Contravening this regulation will entitle the organizer to collect the full entrance fee in cash per each exhibition pass.

**29. House rules:** The house rules of the venue must be obeyed.

**30. 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 by the organizer. The invalidity of any individual fair conditions shall not affect the validity of the remaining provisions. Therefore the contract won't be terminated.

**31. Jurisdiction & place of performance:** Austrian law shall apply. Legal venue is Mondsee, Austria.

## PRIVACY POLICY

**1. Personal data collected from or transmitted by the exhibitor may be used for the fulfilment of the business purposes of CMW Peter Lindpointner GmbH & Co. KG within the framework of the statutory data protection regulations.**

**2. 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), hall plans (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 hall plan. The printed media will be passed on to third parties. The data are thus freely accessible to the public for an unlimited period. This consent can be revoked at any time in writing by e-mail to office@cmw.at.**

**3. The Messen 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.**

**4. The exhibitor must ensure the data protection requirements of the above mentioned terms 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 Messen 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.**

**5. 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**

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