

# TERMS OF PARTICIPATION AND GENERAL TERMS AND CONDITIONS

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# I TERMS OF PARTICIPATION

## **1 GENERAL**

SPEZI Special Bikes Show, Germersheim, Tournuser Platz 3 – Hall 1 (Civic Hall), Hall 2 (Sports Hall), Hall 3 (College Auditorium), Exterior Grounds (in front of the Civic Hall) and e-test area (Lamotte parc)

### **Opening hours**

Saturday: 10.00 - 18.00

Sunday: 10.00 – 18.00

### **Admission hours for exhibitors\***

Saturday: 08.00 - 19.00

Sunday: 09.00 - 22.00

### **Stand construction times\***

Friday: 14.00 - 22.00

Saturday: 08.00 - 09.30

### **Stand dismantling times\***

Sunday: 18.00 - 22.00

\*Subject to alteration

## **2 STAND CONSTRUCTION**

It is prohibited in all halls to attach stand elements by means of nails, screws and bonding adhesives. Due to the sensitive wooden floor in Hall 1, adhesive tape may also not be used. In Hall 2 it may only be used with the prior consent of the organiser.

## **3 POWER SUPPLY**

The supply lines to the stand connection shall be installed exclusively by the companies approved by the organiser or the hall management. All electrical sockets and distributors in the booth **marked with an X may under no circumstances whatsoever be used** as this could lead to the system being overloaded.

The exhibitor shall be liable for all damage incurred in connection with the use of connections that have not been registered or that have not been installed on the instructions of the organiser. The exhibitor shall be responsible for ensuring that any electrical or electronic appliances used at the booth comply with the safety regulations of the VDE (German Electrical Engineering Association). **Mobile electrical equipment must be in correct and proper working order and bear a visible inspection label confirming compliance with the respective national electrical safety regulations. A complete list of electrical equipment and devices must be maintained and, on request, presented to an authorised person.** Appliances that are not approved, do not comply with the relevant regulations or whose consumption is higher than declared, can be removed at the exhibitor's expense.

Any liability of the organiser for power supply disruptions or fluctuations shall be excluded.

## **4 TEST TRACK**

All cycles for the test track shall be handed over to the test track staff by 9.30 a.m. on Saturday and Sunday in roadworthy condition and in compliance with the safety requirements. Our staff makes every effort to ensure smooth and safe procedures. Nevertheless, the possibility of damage to cycles and of accidents on the test track cannot be ruled out. In this event, the organiser shall not be held liable except in the case of gross negligence on the part of the organiser. E-bikes shall not be permitted on the normal test track. In the case of road tests

outside the test tracks, the exhibitor shall ensure that the visitors have all the information they require to safely steer and brake the vehicles.

## ***5 EXHIBITOR PASSES***

Exhibitors shall be provided with up to four exhibitor passes free of charge per registered company. Exhibitors with a stand larger than 20m<sup>2</sup> shall be provided with up to eight exhibitor passes. Additional exhibitor passes can be requested for €10 each. Stand hands and family members shall be provided with admission wristbands free of charge upon presentation at the SPEZI information desk. The wristbands entitle the wearers to admission also outside the regular opening hours.

# **II GENERAL TERMS AND CONDITIONS**

## **A) GENERAL**

### *1 REGISTRATION AND BOOKINGS*

Please use the registration and booking forms provided by the organiser. Registration is subject to the current Terms of Participation and General Terms and Conditions. The registration form must be completed and signed and sent to the organiser. In submitting a registration, the exhibitor declares his or her consent to his or her details being saved and analysed for the purpose of the trade show formalities and in this connection possibly also being forwarded to third parties. He or she declares his or her consent to the distribution of information regarding his or her participation via media.

### *2 ADMISSION*

Admission to the event shall be granted subject to the discretion of the organiser. A legal entitlement to admission does not exist. The organiser can for objective and just reasons exclude certain products and individual exhibitors or co-exhibitors from participation in the event. Additional companies (co-exhibitors) may only be accepted at the leased stand under the condition that they have been registered with the organiser beforehand and have paid the advertising fee.

The agreement shall become effective with the acceptance of the exhibitor's fully completed stand registration form. Acceptance shall be documented by the organiser's participation confirmation sent by mail.

### *3 LOCATION ASSIGNMENT*

Although exhibitor wishes in respect to stand location shall be taken into consideration, the location shall be assigned at the sole discretion of the organiser. The exchange of an assigned stand location with other exhibitors and the partial or complete handover of a stand to a third party shall not be permitted without prior approval. Claims in respect to stand planning that exceed the exhibitor's own stand cannot be made. Neighbouring stand locations can be assigned to any other SPEZI exhibitors at the discretion of the organiser. As with the assignment of the neighbouring stands, changes can also be made to the originally planned positioning of

entrances, exits, ticket desks, lecture rooms and similar at the event. Claims for damages shall be excluded.

#### *4 SALES ACTIVITIES REGULATIONS*

The direct sale of exhibits shall be permitted by the organiser. The sale of products that are contradictory to the character of the trade show shall be prohibited. Prices quoted to customers shall without exception include VAT. The organiser shall be entitled to insist on the removal of exhibits that are not indicated on the stand registration form, that are dangerous or cause a disturbance or that are not consistent with the objectives of the event. In the event that this request is not complied with, the organiser shall remove the exhibits at the cost of the exhibitor. The exhibitor shall be responsible for ensuring copyrights and other commercial trade mark rights to the exhibits.

#### *5 TERMS OF PAYMENT*

The rent for the stand and all other fees are net prices to which the value added tax at the respective statutory rate shall be indicated and paid. The exhibitor shall receive an invoice for the stand subsequent to stand confirmation. All invoices shall be due for payment upon receipt. In the event that the stand rent has not yet been paid two weeks prior to the beginning of the trade show, the organiser reserves the right to let the stand area to a third party. In this case a payment of 50% of the stand rent plus the advertising fee is due (see Item 6 *Termination of Contract*).

In the event that the stand rent changes due to a change in the floor-space area, a refund or additional charge shall be made subsequent to consultation.

#### *6 TERMINATION OF CONTRACT*

In the event that an exhibitor cancels his or her participation the following shall apply:

- Cancellation more than six weeks prior to the trade show: the stand rent shall be refunded, the advertising fee shall remain with the organiser.
- Cancellation six weeks to fourteen days prior to the trade show: the organiser shall retain 25% of the stand rent plus the advertising fee.
- Cancellation thirteen days to eight days prior to the trade show: the organiser shall retain 50% of the stand rent plus the advertising fee.
- Cancellation seven days prior to the event: the organiser shall retain 100% of the stand rent plus the advertising fee. A reduction of these payments shall be possible in the event that the stand is let to a third party by the organiser, but shall be subject exclusively to the discretion of the organiser.

The organiser shall be entitled to cancel in the event that he is unable to hold the trade show due to circumstances for which he is not responsible. Exhibitors who have registered by this point in time shall not be entitled to damages for the cancellation of the event. Payments that have already been made by the exhibitor shall in this case be refunded with the exception of the advertising fee.

In the event that the show as a whole or that individual stands must be relocated for important reasons, the exhibitor's registration shall also apply for the new location unless an objection to the organiser's notification of relocation has been raised in writing within two weeks of receipt

of the notification. No claims to damages whatsoever shall exist in the event that other areas of the event apart from the stands (for example the test track) must be relocated.

#### *7 CIRCUMSTANCES BEYOND HUMAN CONTROL*

Should the organiser be forced to shorten, postpone or cancel the event due to circumstances beyond human control, the exhibitor shall not as a result derive cancellation, termination of contract or other rights, in particular rights to claim for damages.

#### *8 LIABILITY/INSURANCE*

The organiser shall be liable for damage caused by a breach of obligation for which he is responsible and which verifiably occurred during the event on the grounds of the venue. The organiser does not accept liability for damage caused by third parties or by circumstances beyond human control (with the exception of elementary events such as fire, lightning, storm and flooding).

In particular, the organiser shall not be liable for damage to or theft of exhibits or stand equipment unless caused by a breach of obligation on the part of the organiser. The exhibitor shall be liable for all damage caused to persons or property for which he or she is responsible. Liability shall also in particular include damage caused to the rooms and the environs. In this connection see also Item B.1 *Stand Construction Provisions*.

In the event of a co-exhibitor using a stand together with the main exhibitor, the co-exhibitor shall be liable to the main exhibitor. The main exhibitor of the stand shall remain the organiser's contract partner.

#### *9 ADVERTISING / ENTERTAINMENT/ RECORDING*

Advertising of every kind shall only be permitted inside the stand rented by the exhibitor for his or her own company and only for the products produced or sold by the exhibitor. Advertising surfaces outside the exhibitor's own stand are available for hire.

It shall be the responsibility of the exhibitor to obtain permission for the reproduction of musical recordings and to pay the respective fees due. The organiser shall be entitled to report on the trade show stands and exhibits in word and picture and to use photographs taken at the trade show for advertising purposes for the event.

## **B) TRADE SHOW STANDS**

### *1 STAND CONSTRUCTION PROVISIONS*

The construction of all stands shall be completed by Saturday, 9.30 a.m. The trade show stands including equipment, exhibits and advertising media shall be erected in such a manner that public safety and order, in particular life and health, are not endangered. The exhibited products must be designed in such a way that the safety and health of persons are not at risk due to the intended or foreseeable use of the products.

The exhibitor shall be responsible for the structural safety of the stands and shall provide proof thereof as required in this respect. **Any installations and objects that are not correctly secured may be removed by the organiser. In particular hanging objects which could cause damage or injury by falling must be secured by two separate safety systems (load arrestors). Upright structural elements or special constructions (e.g. free-standing walls, high exhibits, high**

decorative elements) must be secured against falling over by a horizontally acting equivalent distributed load. Wind force needs to be taken into account at the outdoor stands. In the event of a storm, the organiser reserves the right to close stands in the outdoor areas.

The organiser shall be entitled to intervene in the design of the stand in the event that neighbouring stands are negatively impacted by the stand design. The removal of exhibits and equipment from the trade show and the dismantling of stands prior to 18.00 hours on Sunday shall not be permitted. Exhibits that remain at the stands subsequent to dismantling shall be removed and transported to storage facilities at the cost of the exhibitor.

**No objects whatsoever may be adhered, nailed or screwed to the floors in Hall 1 or in its foyer.**

**No objects whatsoever may be adhered, nailed or screwed to the floors in Hall 2. The attachment of objects using adhesive tape shall only be permitted with the prior agreement of the organiser (or of the caretaker on duty).**

**It is also forbidden to use nails, adhesives or screws on the floors in the hall of Hall 3. The use of adhesive tape without residues is permitted in this hall.**

The stand boundaries marked on the floor according to the floor plan may not be exceeded. The trade show does not provide partitioning walls to separate the stand from neighbouring stands on either side or to the rear.

The stand area shall be handed over in its original state by 22.00 hours at the latest on Sunday evening. Material installed on the hall floors and adhesive carpet tape (permitted only in Hall 3, see above) and its residues shall be removed completely from surfaces without damage. The organiser shall otherwise be entitled to have this work carried out at the cost of the exhibitor. Further claims to damages shall be reserved.

## *2 LOADING AND UNLOADING*

The construction and dismantling times shall be adhered to precisely. Vehicles must be unloaded by 9:30 am on the exhibition days and by 10:00 pm on the build-up day.

The delivery vehicles shall be unloaded as quickly as possible and then immediately removed from the access driveway and show grounds. Traffic is strictly prohibited on the grounds of the trade show during opening hours. The organiser and designated persons are authorised to have illegally-parked vehicles, trailers or jacked-up vehicles removed at the expense of the vehicle owner and without prior notice.

## *3 GENERAL REGULATIONS*

The exhibitor shall be subject to the house rules of the hall management on the entire grounds for the duration of the show. The instructions of the hall management representatives and the organiser must be followed. Fire extinguishers, emergency exits and warning signs must be directly accessible or plainly visible. The corridors as escape routes must be kept clear and unobstructed at all times.

## **c) OTHER SERVICES**

### *1 SECURITY SERVICE*

General surveillance of the grounds shall be carried out by persons commissioned by the organiser for this purpose without assuming any duty of care for stand furnishings, exhibits or

other objects brought to the event by the exhibitor. **The trade show staff at the exits shall not be responsible for checking that cycles or cycling accessories are being taken out of the show with permission.** While the halls or the exterior grounds are open, the exhibitor shall personally be responsible for the supervision and security of the stand. This shall apply also during construction and dismantling times prior to and following the event. During test rides, the exhibitor is responsible for ensuring the safe return of the cycles. Subsequent to final closure of the entrances, the halls and exterior grounds are secured against breaking and entering/theft. Staff of the exhibiting company shall not be permitted to remain at the stand during the night.

## *2 CLEANING/WASTE DISPOSAL*

The organiser has undertaken to protect the environment with precautionary measures. The exhibitor shall participate in the use of waste disposal separation systems where in place. The organiser shall be responsible for the general cleaning of the show grounds and hall corridors. The exhibitor is personally responsible for the daily cleaning of the stand. Cleaning work must be completed prior to the daily opening of the hall.

## *3 FINAL PROVISIONS*

Amendments of the contract shall require the written form. Verbal agreements must be confirmed in writing by the organiser to become valid. Official approvals from the authorities must always be obtained by the exhibitor. The exhibitor shall be responsible for ensuring adherence to the provisions of the GEMA (German Society for Musical Performance Rights and Mechanical Copyrights), to the provisions of commercial, police and health laws and to other legal provisions, in particular also to the Product Safety Act of Germany. The mutual rights and obligations ensuing from this contractual relationship and as a result of this contract shall be subject to the legislation of the Federal Republic of Germany. In the event that a provision of these Terms of Participation or of these General Terms and Conditions proves to be wholly or partially ineffective, the validity of the provision shall in other respects remain unaffected. The ineffective provision shall be replaced by a valid provision that corresponds to the purpose of the regulation.

## *4 PLACE OF FULFILMENT/PLACE OF JURISDICTION*

Place of jurisdiction shall be Germersheim. This shall also apply for the place of jurisdiction in the event that the stand tenant is a general merchant or a legal entity under public law or does not have a place of jurisdiction within the country.

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