Nomenclatur

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Reed Exhibitions Deutschland GmbH | Völklinger Str. 4 | D-40219 Düsseldorf | phone +49 211 90191-100 | fax 49 211 90191-123 Düsseldorf District Court, HRB 28688 I Managing Directors: Benedikt Binder-Krieglstein, Ronald Herzog, Michael Köhler, Barbara Leithner I www.equitana.com

Please complete the following categories applicable to your products for the respective Riding Disciplines!

#### Riding disciplines:

- 01. Class. Dressage
- 02. Show jumping
- 03. Eventing
- 04. Western
- 05. Carriage Driving
- 06. Islandic / Gaited horses
- 07. Working Equitation, Iberian Style Riding, Working Style Riding
- 08. Vaulting
- 09. Trekking-, Trailriding
- 10. Therapeutic riding
- 11. Racing 12. Polo
- 13. Endurance
- 14. Baroque style riding, high dressage, Légèrté,
- Academic Riding Style
- 15. Show, circus, Flatwork
- 16. Mounted Games
- 17. Horsemanship
- 18. Hunting

#### Branche:

#### 01. stable-, hall construction

- 01.01. indoor schools, lunge arenas, riding halls
- 01.02. stables
- 01.03. windows, doors, gates
- 01.04. rools, shelters
- 01.05. building consultance, building management

#### 02. riding arena equipment

- 02.01. riding arenas, riding grounds, surfaces
- 02.02. irrigation, watering systems
- 02.03. drainage
- 02.04. course levellers
- 02.05. mirrows for indoor arenas 02.06. sound and light equipment
- 02.07. kickboards
- 02.08. kickboard lettering, -marking
- 02.09. dressage arena boundaries
- 02.10. mounting blocks

#### 03. stable equipment, technical equipment

- 03.01. indoor boxes
- 03.02. outside boxes, paddock boxes 03.03. paddocks
- 03.04. window boxes
- 03.05. surface fitting /- drainage
- 03.06. rental boxes, container boxes
- 03.07. surfaces, outdoor rubber mats
- 03.08. wind protection systems
- 03.09. manure disposal, manure processing, manure cleaner
- 03.10. conveyor systems
- 03.11. cleansing equipment, washing machines, special equipment
- 03.12. alarm systems, stable control devices
- 03.13. tack room equipment, tack lockers, caddies
- 03.14. signs, nameplates
- 03.15. occupation / toys for the horse
- 03.16. Air-conditioning technology
- 03.17. Solar technology
- 03.18. Water storage, water treatment
- 03.19. Alternative energy generation 03.20. transport machines / equipment
- 03.21. other stabling equipment

### 04. horse training equipment

- 04.01, horse walkers
- 04.02. treadmills
- 04.03. aquatrainer, swimming pools
- 04.04. show jumping fences, obstacles, cavalettis 04.05. radio and communication systems
- 04.06. Vibratory plates
- 04.07. solariums, saunas, warm air drying 04.08. other

#### 05. technical feeding equipment

- 05.01. drinkers, water containers, throughs, hayracks
- 05.02. automatic feeding systems
- 05.03. feed conveyors
- 05.04. mills, grain crushers
- 05.05. silos, storage of feed
- 05.06. feeding carts
- 05.07. dedusting plants

#### 06. transport, cars, machines

- 06.01. cars, 4x4-vehicles
- 06.02. horse trailers
- 06.03. horse transporters, HGV, trucks
- 06.04. accessories for cars, transporters and trucks
- 06.05. tractors, farm trucks
- 06.06. forklifts
- 06.07. transport companies, haulage
- 06.08. trailer / HGV rental

## **07.** pasture management, agricultural equipment 07.01. wodden fences

- 07.02. plastic fences
- 07.03. electric fences, electrical equipment
- 07.04. fence fixtures and fittings 07.05. field shields and shelters
- 07.06. water troughs and racks
- 07.07. equipment and machinery for pasture care
- 07.08. machinery for distribution of manure and fertilizers
- 07.09. manure processing 07.10. machinery for harvesting and transports of feed
- 07.11. fertilizer
- 07.12. ground analysis
- 07.13. seeds

#### 08. feeding, bedding

- 08.01. mixed feed, cobs
- 08.02. special feeds, supplements
- 08.03. basic feeds, rough feeds, haylage
- 08.04. horse licks
- 08.05. titbits, treats
- 08.06. feeding consultance
- 08.07. bedding

#### 09. horse care

- 09.01. grooming equipment, etc. 09.02. horse care products
- 09.03. electrical devices for horse care
- 09.04. clipping machines

- **10. veterinary medicine** 10.01. diagnostic, therapeutic devices
- 10.02. veterinary and lab-technology
- 10.03. medical products
- 10.04. parasite protection, parasite prevention
- 10.05. insect repellents
- 10.06. animal identification, animal making 10.07. veterinary hospitals, therapy centres
- 10.08. insemination technology 10.09. alternative healing / therapy methods
- 10.10. physiotherapy
- 10.11. osteopathy
- 10.12. (mobile) Sole Therapy
- 10.13. education / training for medical jobs, seminars

- 11. hoofcare, shoeing
- 11.01. shoeing accessories / devices 11.02. hoof care products
- 11.03. shoeing / farriers equipment
- 11.04. shoeing consultance 11.05. seminars, trainings 11.06. hoof shoes

- 12. horse riding equipment
- 12.01. saddleries 12.02. bits, fittings, metal equipment
- 12.03. riding clothes (trousers, jackets etc.)
- 12.04. clothes for competitions
- 12.05 leisure clothes 12.06. riding shoes, boots, ankle boots
- 12.07. chaps
- 12.08. gloves
- 12.09. safety helmets
- 12.10. headgear, hats
- 12.11. body protectors, reflectors
- 12.12. saddlebags, trekking / endurance equipment
- 12.13. blankets, saddle pads
- 12.14. halters, headcollars, ropes 12.15. boots, bandages, overreach boots
- 12.16. other textile equipment 12.17. computer embroidery, engraving 12.18. whips, lunge-lines
- 12.19. textile and leather care, cleansing products

#### 13. carriage driving equipment

- 13.01. carriages
- 13.02. sulky, covered wagons, sleighs
- 13.03. whips, reins
- 13.04. harness
- 13.05. carriage restoration and repair
- 13.06. carriage accessories
- 13.07. carriage transporters

## 14. special equipment

- 14.01. for racing 14.02. for polo

- 14.03. for hunting
- 14.04. for trekking and trail riding
- 14.05. for working horses, draught horses
- 14.06. for vaulting 14.07. for therapeutic riding
- 14.08. for Western riding
- 14.09 for children
- 14.10. for Minie-Ponies / Shetties
- 14.11. for Cold Blood horses

- 15. horse breeding
- 15.01. German breeding associations
- 15.02. international breeding associations 15.03. breeding clubs and societies
- 15.04. private breeder, studfarms
- 15.05. national studfarms
- 15.06. stallion farms, insemination station
- 15.07. marketing, export 15.08. breeder

- 16. equestrian sport
- 16.01. training / education for the horse
- 16.02. training / education for the rider / driver

## 16.03. horse sport organisations / associations

- 17. event equipment, event organization 17.01. event organizer (competitions, shows, auctions...)
- 17.02. Business event requirement 17.03. trophies, plaques, rosettes, badges, sashes
- 17.04. timing instruments, sound equipment

## 17.05. music, choreography

- 18. holiday and leisure 18.01. holiday riding farms, parks, hotels
- 18.02. trekking stations, lodges 18.03. travel organizers, tourist associations
- 18.04. equestrian museums
- 19. media, publishing
- 19.01. magazines
- 19.02. special books 19.03. tv, video, movie, music, photos, social media

## 19.04. calendars, posters, prints, illustrated books

- 20. service, public institutions
- 20.01. ministries, trade associations
- 20.02. employment agencies 20.03. job-training, apprentice, education
- 20.04. lawyers, authorised experts
- 20.05. marketing and advertising agencies, internet providers
- 20.06. science, research 20.07. environmental protection, animal protection
- 20.08. boarding schools with equestrian emphasis
- 20.09. raising of horses, livery 20.10. estate agents
- 21. farm management, consultance 21.01. business consultance
- 21.02. insurances 21.03. lab-analysis-service
- 21.04. office / communication systems, computer systems, apps
- 21.05. data processing 21.06. banking, finance, leasing

#### 22. arts, gifts 22.01. painting, graphics

- 22.02. sculptures 22.03. jewelry
- 22.04. gifts, toys
- 22.05. design 22.06. lifestyle and ambiance
- 22.07. leather goods, bags, belts
- 22.08. dog accessories

# General Trade Fair and Exhibition Terms and Conditions of Reed Exhibitions Deutschland GmbH





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#### General

- 1.1 The organiser of EQUITANA 2022 (also referred to as the "event") is Reed Exhibitions Deutschland GmbH, Völklinger Straße 4, 40219 Düsseldorf, Germany (also referred to as the "organiser"), phone: +49 211 90191-100, fax: +49 211 90191-123
- 1.2 The organiser utilises the event venue on the basis of a hire contract with the relevant exhibition centre.
- 1.3 The exhibitor shall receive online exhibitor access to the Online Service Center (OSC) up to three weeks before the start of the event, or immediately after conclusion of the contract if the application is received later than this. This contains the technical procedures and the technical guidelines of the exhibition centre operator; the exhibitor most comply with these and also the statutory regulations and official requirements. Otherwise the following General and Special Trade Fair and Exhibition Terms and Conditions of the organiser shall apply for the event.

#### 2. Conclusion of contract

- 2.1 The organiser's offer to the exhibitor for conclusion of the exhibition contract may be freely revoked by the organiser until the time at which the effective declaration of acceptance by the exhibitor is received by the organiser.
- 2.2 The exhibitor must, in person, add his legally binding signature to the version of the exhibition contract issued by the organiser, or give an officially valid electronic signature. No conditions or reservations added by the exhibitor shall be considered.
- 2.3 The exhibition contract shall come into effect upon receipt by the organiser of the original document which has been personally signed by the exhibitor, or by means of an officially valid electronic signature, within the acceptance period specified by the organiser. If the exhibitor's declaration of acceptance is not received by the end of the acceptance period specified by the organiser, the exhibitor shall have no claim to conclusion of the exhibition contract. On receipt of the exhibitor's declaration of acceptance, Reed Exhibitions Deutschland GmbH reserves the right to assign a different stand number to the exhibitor in the event of the provisional stand space no longer being available.
- 2.4 Any decision by the organiser to submit an offer to the exhibitor regarding conclusion of an exhibition contract for the event is based on due judgement, taking space capacity and the purpose and structure of the event into consideration. The organiser is under no obligation to justify the rejection of the submission of an offer for the conclusion of an exhibition contract. Reference to an exhibitor's participation in previous events will not be accepted in support of a claim.
- 2.5 The organiser shall decide at its own discretion whether to conclude an exhibition contract with an exhibitor whose declaration of acceptance has been received after expiry of the acceptance deadline specified by the organiser.

#### 3. Conditions of participation

- 3.1 Participation in the event is predicated on the goods or services exhibited by the exhibitor being included in the goods and product groups listed in the nomenclature appended to the exhibition contract. The exhibitor undertakes to provide the required information on his company and the goods and services being exhibited.
- 3.2 The organiser will not agree to any requests to exclude exhibitors' rivals from the event.

#### Exclusion of exhibitor's right of withdrawal, prohibition of assignment

4.1 The exhibitor has no right of withdrawal or termination with regard to the exhibition contract. If, regardless, the exhibitor does not take part in the event, the exhibitor shall pay the organiser the full contractually agreed participation price and other fees and any ancillary costs incurred by the organiser up to this juncture. This does not affect the organiser's right to press further claims against the exhibitor on the basis of these General Trade Fair and Exhibition Terms and Conditions and the relevant laws.

# 4.2 The exhibitor is not entitled to assign his rights from the exhibition contract with the organiser to third parties.

#### 5. Withdrawal of organiser

- 5.1 The organiser is entitled to withdraw from the exhibition contract with the exhibitor and to claim damages from the exhibitor if, despite being issued a request by the organiser, and the expiry of an appropriate deadline set by the organiser, the exhibitor
  - displays unregistered, unapproved goods or services or used goods, unless the latter are deployed for demonstration purposes
  - is in arrears with payments to the organiser
  - sublets stand space, or permits a third party to use it, without the consent of the organiser
  - does not correctly register a co-exhibitor as stipulated under section 9 of these General Trade Fair and Exhibition Terms and Conditions
  - undertakes the stand build-up and break-down outside the times specified by the organiser in the Special Trade Fair and Exhibition Terms and Conditions for this event
  - does not adhere to the provisions contained in 12.1, 12.5 and/or 15.1 to 15.6 of these General Trade Fair and Exhibition Terms and Conditions regarding the stand design and fittings, or
  - the exhibitor becomes insolvent following conclusion of the exhibition contract, or his solvency is at risk, or if the organiser becomes aware that the exhibitor's solvency is poor or at risk after concluding the exhibition contract, unless the exhibitor effects payment to the organiser within the additional deadline to be set by the organiser, or offers security.
- 5.2 If the organiser withdraws from the contract, the organiser is entitled to claim damages from the exhibitor to the full value of the contractually agreed participation fee and for payment of any ancillary costs already incurred. The organiser retains the right to press further damage claims against the exhibitor. The exhibitor has the right to prove that no damage was incurred, or was lower than the total amount claimed.
- 5.3 Instead of withdrawing from the contract and claiming damages, the organiser may opt: for removal of the goods in question in the case of goods being exhibited which are not registered, not approved or have already been used; for the third party in question to be removed from the stand in the case of the stand being sublet or entrusted to a third party without the consent of the organiser; for obliging the exhibitor to modify the design or remove the stand in the case of the specifications regarding stand design and fittings not being adhered to. In the case of late payment, late stand build-up and the risk of insolvency, the organiser may allot the exhibitor a different stand and adjust the payable rental fee accordingly.

#### 6. Force majeure

- 6.1 The organiser is entitled to withdraw from the contract if the event is prevented from being held, or from being held as planned, either in full or in part, by unforeseen circumstances over which the organiser has no control, especially as the result of terrorist attacks, natural disasters, epidemics, officially decreed clearance or closure, structural changes to the venue made by the landlord, water damage or similar cases of force majeure.
- 6.2 In the case of force majeure as defined in 6.1 of these General Trade Fair Exhibition Terms and Conditions, the organiser is obliged to inform the exhibitor immediately of the full or partial impossibility of holding the event, and, in the case of it being entirely impossible to hold the event, to refund any payments already made, or in the case of it only being possible to hold the event to a limited extent, to refund the corresponding proportion of the payments. The exhibitor's right to press further damage claims against the organiser is excluded in this case.

#### 7. Participation fee and other fees, terms of payment

- 7.1 The participation fee and any other fees to be paid by the exhibitor to the organiser are contained in the organiser's application form for the event, these General Trade Fair and Exhibition Terms and Conditions and the Special Trade Fair and Exhibition Terms and Conditions of the organiser for the event.
- 7.2 The participation fee and the other fees are net and do not include sales tax to be paid by the exhibitor at the rate applying at the time of the event.

- 7.3 The due dates for the participation fee and any other fees to be paid by the exhibitor to the organiser are contained in the organiser's exhibition contract for the event and the Special Trade Fair and Exhibition Terms and Conditions of the organiser for the event.
- 7.4 Upon failing to meet the payment deadlines specified in the Special Trade Fair and Exhibition Terms and Conditions, the exhibitor is immediately deemed to be in arrears, even if no reminder has been issued. In this case, in addition to the payments already owing, the exhibitor shall pay interest on the sum due at the rate of the current legal default interest rate of 5 % above the base interest rate; or 8 % above the base interest rate if the exhibitor is not a consumer, but at least 8 % p.a. on the sum due, to the organiser. This does not affect the organiser's right to press further delayed payment damage claims against the exhibitor.

#### 8. Services provided by organiser

- 8.1 The participation fee covers the following services:
  - Provision of stand space for duration of hire
  - Cleaning of hall aisles
  - Provision of security staff to ensure general security at the event
  - Heating and ventilation of the exhibition halls
  - General illumination of exhibition halls
- 8.2 The exhibitor should order all further chargeable services such as electricity, water and telephones, including appropriate connections, stand construction and other trade fair services via the organiser's online service tool for the event. The organiser's General Terms and Conditions for exhibitor Services provided at the event also apply for these services.

#### 9. 9. Co-exhibitors, exclusion of subletting

- 9.1 A co-exhibitor is any third party who, on the basis of a separate contract with the organiser, is entitled, alongside the exhibitor, to use the stand space for exhibition purposes.
- 9.2 Co-exhibitors and exhibitors shall be jointly and severally liable, in particular to the organiser, for the fulfilment of claims.
- 9.3 The organiser shall decide on the admission of co-exhibitors at his own discretion. The organiser is under no obligation to justify the rejection of a contract with a co-exhibitor. Reference to a co-exhibitor's participation in previous events will not be accepted in support of a claim.
- 9.4 The exhibitor must pay a co-exhibitor fee to the organiser for each co-exhibitor. The level of the co-exhibitor fee is specified in the Special Trade Fair and Exhibition Terms and Conditions for the event.
- 9.5 The exhibitor may not permit stand space to be used, either in part or in full, by a third party without the organiser's consent. Nor may he swap stand space or make it available in any other form, or accept orders regarding the stand space on behalf of third parties.

#### 10. Exhibition goods, obligation to operate, contractual penalty

- 10.1 The exhibitor may only exhibit or offer goods and services which belong to the groups of goods and products listed in the nomenclature appended to the organiser's exhibition contract for the event. In addition, the exhibitor may only display brand-new goods, with the exception of used goods deployed for demonstration purposes. Goods or services that violate legal regulations or offend against common decency may not be exhibited.
- 10.2 The exhibitor may not advertise goods, services or companies at the event which are not listed in the approval.
- 10.3 The organiser is entitled to confiscate exhibited or offered goods and services which do not conform to paragraphs 10.1 or 10.2 of these General Trade Fair and Exhibition Terms and Conditions for the duration of the event and at the exhibitor's expense. This does not affect the organiser's right to press further claims against the exhibitor.
- 10.4 The exhibitor accepts the obligation to operate a stand on the area allocated to him/her during the opening hours of the event as set by the organiser, to equip it appropriately and fully with exhibition products and to staff the stand with at least one competent person throughout the event. Due to this obligation, the exhibitor is in particular forbidden to pack away, stow away for transportation and/or remove the exhibited articles, or to start dismantling the stand, prior to the end of the event as set by the organiser. In the event of a breach of this obligation, pursuant to section 10.4 of these General Trade Fair and Exhibition Terms and Conditions, the exhibitor shall be obliged to pay the organiser a contractual penalty of 20 % of the amount agreed be-

tween the exhibitor and the organiser for the net participation fee. This does not affect the organiser's entitlement to press further rights and claims against the exhibitor.

#### Allocation of stand space, relocation of stand space, entrances, exits and aisles.

- 11.1 Stand space shall be allocated by the organiser. The decision is based on the nature and the occupancy of the event, on design elements, on the structural design, and otherwise at the organiser's discretion. Where possible, special requests made by the exhibitor may be taken into consideration. This does not, however, entitle the exhibitor to press any claims against the organiser as a result. The date on which the application is received is not decisive. The organiser shall inform the exhibitor of the stand space allocation, citing the hall and stand number.
- 11.2 Structural pillars and supports are factored into the stand space. The exhibitor is not entitled to claim a reduction as a result. The participation fee is based on the rented area: no stand partition walls or other installations or structures are included in the participation fee.
- 11.3 The organiser reserves the right to reduce the allocated stand space by a small amount for technical reasons. The width and depth of such reductions should not exceed 20 cm and they do not entitle the exhibitor to a reduction in the participation fee. Excluded from this are stands which are explicitly registered as complete stands or shell schemes.
- 11.4 The organiser is entitled to allocate the exhibitor a different stand space or to relocate the stand space, or to change the dimensions of the stand space which deviates from the contractually agreed type and size of stand in cases where this is necessary for planning reasons, especially the design of the overall event, the available capacity or the given structural circumstances. Entitlement to withdraw from the contract or claims for damages or other claims by the exhibitor are excluded in this case unless the stand space offered is more than 15 % greater or less than the agreed stand space. In this case the exhibitor may withdraw from the contract by issuing written notification to the organiser. Otherwise the participation fee shall be adjusted accordingly.
- 11.5 The organiser reserves the right to determine and relocate the entrances and exits of the venue and to define and relocate the aisles and paths through the venue without the exhibitor being able to claim damages as a consequence.

#### 12. Stand construction, stand design

- 12.1 In order to ensure a uniform overall appearance, the organiser issues guidelines for the construction and design of stands in the Online Service Center (OSC) for exhibitors in accordance with paragraph 1.3 of these General Trade Fair and Exhibition Terms and Conditions. These guidelines contain binding requirements for the exhibitor. Before planning a stand construction, the exhibitor undertakes to obtain information in good time from the organiser on the structural circumstances of the stand spaces he has booked, e.g. pillars, fire protection facilities, utility ducts etc.
- 12.2 If the exhibitor has not constructed and occupied the stand on the space allocated by the organiser one day before the start of the event, the organiser is entitled to reallocate the stand space, make alternative use of it or remove any decorations from it. In this case the exhibitor shall pay the costs incurred by the organiser for decorating or filling the unoccupied stand space in addition to the participation fee and any ancillary costs already incurred.
- 12.3 Refreshment stands require written consent from the organiser; the exhibitor is billed separately for these.
- 12.4 The stand must be designed and constructed in such a way that no neighbouring stands are negatively affected in any way by exhibits, advertising surfaces, display objects etc.
- 12.5 The stand boundaries specified to the exhibitor should not be exceeded. It is only permissible to exceed the construction heights prescribed in the Special Trade Fair and Exhibition Terms and Conditions for the event with the written consent of the organiser. This consent is given at the discretion of the organiser, and is subject to written approval being granted by the adjacent exhibitors.
- 12.6 The stand should be manned by sufficient numbers of staff members and be accessible to visitors continuously during the opening hours of the event. The name and address of the exhibitor must be clearly displayed for the duration of the event; the exhibitor is responsible for creating such a sign.

12.7 The exhibitor undertakes to decorate the booth including the rear and side walls appropriately; the exhibitor carries responsibility for providing these.

#### 13. Stand break-down

- 13.1 Stands may not be taken down before the end of the event, the time of which is determined by the organiser. The obligation to operate the stand as stipulated in section 10.4 of these General Trade Fair and Exhibition Terms and Conditions applies.
- 13.2 The exhibitor is also liable for any damage to the floor, the walls and any loaned or rented materials. Stands or exhibition goods which have not been taken down or removed by the deadline set for completion of the break-down can be removed by the organiser at the expense of the exhibitor and put into storage by a carrier company at the expense of the exhibitor, with no liability for loss or damage being carried by the organiser. This does not affect the organiser's right to press further claims against the exhibitor.

#### 14. Organiser's liability

- 14.1 The organiser shall not accept any duty of care for exhibition goods, stand facilities or other objects brought to the event, and excludes any liability for damage or loss.
- 14.2 The organiser is liable for any wilful actions or gross negligence on his part. In the event of a breach of duty due to ordinary negligence on the part of the organiser or his subcontractors, liability shall be limited to typical contract and foreseeable damages. In the event of breaches of minor contractual obligations due to slight negligence, all liability is excluded towards contractors. The above liability limitations do not apply to bodily injury, damage to health or loss of life in cases where the organiser carries responsibility.

#### 15. Multilevel stand structures

- 15.1 Multilevel stand structures require the written consent of the organiser, who can grant this, at his own discretion, subject to obtaining the written approval of the adjacent exhibitors, and in particular subject to the applicant's compliance with the provisions of items 15.2 to 15.7 of these General Trade Fair and Exhibition Terms and Conditions.
- 15.2 Multilevel structures are only permitted on stands with a floor space of at least 100 sqm.
- 15.3 No more than 50 % of the stand space may have a built-up structure.
- 15.4 All multilevel stands need to have two separate exits on each level.
- 15.5 Duplicate copies of design drafts for multilevel stands including floor plans, sections and views showing the precise measurements should be submitted to the organiser for written authorisation at least 10 weeks before the start of the event.
- 15.6 The built-up structure of multilevel stands also requires approval from the municipal building inspection department. Duplicate copies of such a building application, including the necessary documentation such as site map, ground plan, sectional and view drawings, structural description and analysis should be submitted to the planning authorities responsible for the venue at least 10 weeks before the start of the event. Visitors should not be allowed to access multilevel stands at the event which are erected without planning permission.
- 15.7 The prices for multilevel stands are listed in the Special Trade Fair and Exhibition Terms and Conditions issued by the organiser for the event.

#### 16. Use of aisles

- 16.1 With the exception of the circumstances set out in paragraph 16.2 of these General Trade Fair and Exhibition Terms and Conditions, erection of constructions on, or occupancy of, aisles with stand elements, goods or other objects is not permitted.
- 16.2 In cases in which the organiser lets stand spaces which are separated from each other by aisles and, as an exception, provides written authorisation at his own discretion for the use of the aisle area, any provisions of the organiser's Special Trade Fair and Exhibition Terms and Conditions for the event shall apply in addition to any requirements set out in the organiser's authorisation.
- 16.3 In cases in which the aisles have been occupied by an exhibitor in contravention of paragraphs 16.1 and 16.2 of these General Trade Fair and Exhibition Terms and Conditions, the organiser reserves the right to exclude said exhibitor from the current and future events. In this case the exhibitor must pay the full participation fee and any other

event fees to the organiser. This does not affect the organiser's right to press further claims against the exhibitor.

## 17. Site regulations, right to permit or deny access, hygiene and infection protection standards, photography

- 17.1 The organiser holds occupier's rights across the entire event area during the build-up period, the event itself and the break-down phase. In exercising his occupier's rights the organiser is entitled to issue instructions to the exhibitor.
- 17.2 The exhibitor shall recognise house regulations issued by the organiser and notified to the exhibitor, and house regulations issued by the relevant exhibition centre as binding upon himself and his subcontractors and any other persons employed by the exhibitor at the event.
- 17.3 The Exhibitor recognises the hygiene and infection protection standards applicable to the Event as binding upon himself, his subcontractors and other persons employed by the Exhibitor at the event. The Exhibitor undertakes in particular to comply with and observe all relevant statutory and official regulations and orders, and the instructions of the Organiser and the exhibition company responsible for the Event. The Exhibitor shall impose a corresponding obligation upon his subcontractors and other persons employed by him at the Event. In the event of violation of hygiene and infection protection standards, the Exhibitor may be expelled from the event location at any time and re-entry prohibited for the duration of the Event. We reserve the right to exercise further rights and to assert further claims against the Exhibitor, his subcontractors and other persons employed by the Exhibitor at the Event.
- 17.4 The exhibitor and his subcontractors and any other persons employed by him may not enter the exhibition site until one hour before the start of the event and must leave it one hour after closing time at the latest. It is not permitted to overnight at the exhibition centre.
- 17.5 It is allowed to bring animals into the exhibition site.
- 17.6 Commercial photography, drawings, video, sound and any other types of recordings are prohibited on the exhibition site without written authorisation from the organiser.

#### 18. Landlord's lien

- 18.1 The organiser is entitled to a landlord's lien on the goods displayed by the exhibitor and other objects belonging to the exhibitor on the exhibition site for his claims against the exhibitor. The organiser shall assert his landlord's lien by notifying the exhibitor himself or his representatives present on the stand.
- 18.2 Goods displayed by the exhibitor, or other objects belonging to the exhibitor on the exhibition site, may not be removed unless the organiser decides to waive his landlord's lien.
- 18.3 It is assumed, for the security of the organiser, that all objects brought to the exhibition by the exhibitor are his unrestricted property, or that he has unrestricted right of disposal over such objects.
- 18.4 After exercising such a landlord's lien, the organiser shall not be liable for any damage or loss to the objects caused by factors outside his control.
- 18.5 After written notification has been issued, the pledged property can be disposed of by the organiser on the open market.

### 19. Advertising, music, light shows, competitions, stand receptions

- 19.1 The exhibitor is only entitled to engage in promotional activities, including distributing brochures and samples and speaking to visitors, on the stand space allocated to him. Posters, stickers or other printed advertising matter displayed without written consent shall be removed by the organiser during the event and the costs billed to the exhibitor. The organiser does not need to provide proof of the party responsible for displaying such objects.
- 19.2 Written consent from the organiser is required for the deployment of promotion teams outside the exhibitor's stand. exhibitors who deploy promotion teams without the written consent of the organiser shall pay a penalty of EUR 5,200.00 to the organiser for each case of contravention. This does not affect the organiser's right to press further claims against the exhibitor.
- 19.3 Music performances, light shows of any kind and the operation of PA equipment require the written consent of the organiser and GEMA (German Society for Musical Performing and Mechanical Reproduc-

tion Rights). They must be registered in advance and are subject to a charge. Regardless of whether consent is granted by GEMA, the organiser may restrict or forbid music performances or light shows, the presentation of machines, acoustic devices, projection equipment or fashions at any time in the interests of ensuring orderly running of the event.

- 19.4 Raffles, competitions, quizzes, prize games etc. require the written consent of the organiser.
- 19.5 Receptions and other events held on the stand after the normal opening hours of the event (as given in the organiser's Special Trade Fair and Exhibition Terms and Conditions for the event) require the written consent of the organiser, must be applied for in advance and are subject to a charge. The fees for stand receptions are listed in the Special Exhibition Terms and Conditions issued by the organiser for the event.

#### 20. Security

- 20.1 The organiser provides general security for the event areas yet accepts no liability for loss or damage to objects.
- 20.2 The exhibitor carries responsibility for guarding and supervising the stand space and the stand itself. This also applies during the build-up and break-down times and before and after the event.
- 20.3 The organiser recommends hiring stand security staff exclusively from the security firm responsible for the event to provide security for the exhibitor's stand space and the stand itself during the night-time. The intention to order special security staff should be agreed in writing with the organiser before the start of the event.

#### 21. Commercial legal insurance

- 21.1 The exhibitor should protect his goods and services from violation of property rights, in particular from photography, video and sound recordings etc.
- 21.2 The exhibitor must refrain from violating or infringing the commercial property rights of other exhibitors.
- 21.3 In cases in which an exhibitor has been proven to violate property rights, the organiser reserves the right to exclude said exhibitor from the current and future events. In this case the exhibitor must pay the full participation fee and any other event fees to the organiser. This does not affect the organiser's right to press further claims against the exhibitor.
- 21.4 The exhibitor is not entitled to press claims against the organiser on account of the exhibitor's commercial property rights being infringed by a third party.

#### 22. Exclusion clause, period of limitation

- 22.1 The exhibitor must submit any claims against the organiser in writing to the organiser within three months of the conclusion of the event. If the exhibitor does not press claims against the organiser within the stipulated time, the exhibitor is excluded from pressing these claims.
- 22.2 Any claims the exhibitor wishes to press against the organiser shall lapse within six months from the end of the month in which the final day of the event falls. Excluded are claims for which the organiser is liable due to wilful action on his part.

### 23. Final provisions

- 23.1 The General Terms and Conditions of the exhibitor do not apply.
- 23.2 Verbal sub-agreements to the exhibition contract made between the organiser and the exhibitor, to these General Trade Fair and Exhibition Terms and Conditions or to the Special Trade Fair and Exhibition Terms and Conditions of the organiser shall not apply for the event. Any changes and supplements to the exhibition contract between the organiser and the exhibitor, to these General Trade Fair and Exhibition Terms and Conditions or to the Special Trade Fair and Exhibition Terms and Conditions of the organiser for the event shall be invalid unless made in writing. This also applies for any change or supplement to or revocation of this clause requiring the written form itself.
- 23.3 The law of the Federal Republic of Germany applies exclusively to the exhibition contract between the organiser and the exhibitor and to its handling, to these General Trade Fair and Exhibition Terms and Conditions and to the organiser's Special Trade Fair and Exhibition Terms and Conditions for the event; the UN CISG is excluded.
- 23.4 The exclusive court of jurisdiction for all disputes arising from and in relation to the exhibition contract between the organiser and the exhibitor and its execution, these General Trade Fair and Exhibition Terms

- and Conditions or the Special Trade Fair and Exhibition Terms and Conditions of the organiser is Düsseldorf in the Federal Republic of Germany.
- 23.5 Should individual provisions of the exhibition contract between the organiser and the exhibitor, of these General Trade Fair and Exhibition Terms and Conditions or the Special Trade Fair and Exhibition Terms and Conditions of the organiser for the event prove invalid, in full or in part, or become so in the future, this shall not affect the validity of the remaining provisions. The parties undertake to replace the provision which is invalid, in full or in part, with a valid provision which most closely reflects its commercial intention and purpose.
- 23.6 Only the German versions of the exhibition contract between the organiser and the exhibitor, of these General Trade Fair and Exhibition Terms and Conditions and of the organiser's Special Trade Fair and Exhibition Terms and Conditions for the event shall be authoritative.

## **Special Trade Fair and Exhibition Terms and Conditions** of Reed Exhibitions Deutschland GmbH





Reed Exhibitions Deutschland GmbH | Völklinger Str. 4 | D-40219 Düsseldorf | phone +49 211 90191-100 | fax 49 211 90191-123 Düsseldorf District Court, HRB 28688 | Managing Directors: Benedikt Binder-Krieglstein, Ronald Herzog, Michael Köhler, Barbara Leithner | www.equitana.com

- The name of the event is EQUITANA 2022.
- The event shall be held from 07 until April 13, 2022 at the Exhibition Centre in Essen.
- 13 The opening hours of the event are:

For visitors: 10 am - 7 pm

The organizer reserves the right for exhibitors, visitors and other third parties access to special events of EQUITANA 2021 at the Essen fairgrounds even outside the opening hours

#### Closing date for applications

The closing date for applications to the event is 28.02.2022.

#### Participation fee and other fees, due dates, sales tax

- The participation fee and any other fees to be paid by the exhibitor to the organiser are contained in the organiser's exhibition contract as specified in paragraph 2.1 of the General Trade Fair and Exhibition Terms and Conditions of the organiser for the event and these Special Trade Fair and Exhibition Terms and Conditions.
- 3.2 Besides the participation fee, the exhibitor must pay the following fees to the organiser:
- Co-exhibitor fee

The exhibitor shall pay the co-exhibitor fee of EUR 700.00 to the organiser for each co-exhibitor in accordance with paragraph 9 of the General Trade Fair and Exhibition Terms and Conditions of the organiser for the event. This fee covers co-exhibitor insurance.

#### AUMA fee

The exhibitor shall pay the AUMA (German Exhibition and Trade Fair Committee) fee of EUR 0.60/sgm of exhibition space to the organiser. AUMA safeguards the wide range of national and international business interests in the field of exhibitions and trade fairs.

Flat rate charge for additional costs

The following staggering of the flat rate charges applies:

I: The basic flat charge "Bronze" for stands is: 423.00 EUR plus legal

II: The flat rate for stands can be increased to the category "Silver": 870.00 EUR plus legal VAT or "Gold": 1,582.00 EUR plus legal VAT for an additional charge.

The flat rate charge for

#### I) Catalogue entry

An entry into the alphabetical directory of exhibitors is obligatory for every exhibitor. This also applies to co-exhibitors or any individual member of a joint stand. All participating companies have to be represented with their own respective catalogue entry. Entries in the directory of goods are undertaken and charged separately.

#### II) Advertising material

Advertising material in accordance with the exhibitor service package: correspondence stickers, visitor brochures and posters.

#### III) Internet entry

includes the use of the online communication platform for EQUITANA in the internet. The following services are included: Company name, address, telephone and fax, email address, internet address, company logo, company description, a limited number of industry categories and tools for scheduling appointments. The exhibitor himself is responsible for the content of entries and any possible resulting claims. It is not possible to claim for compensation for incorrect, in complete or missing entries.

### IV) Exhibitor badges

The number of free exhibitor badges complies exclusively with the scale/stand size of the hired exhibition area and not with the number of exhibitors per stand (joint stands, subletting) and can be ascertained from the order forms. Adjoining stands of an exhibitor are treated as one continuous area when allocating the number of exhibitor badges. Additional exhibitor badges can be ordered from the organizer and will be charged seperately. These badges are exclusively for registered exhibitors known by name, their stand personnel and authorized persons. In case of any misuse badges will be confiscated without replacement.

#### V) Entry ticket vouchers

Entry ticket vouchers for inviting your customers to visit the trade fair. After the trade fair the redeemed vouchers are invoiced to the respective exhibitor.

#### VI) Waste disposal costs

The flat rate charge for waste disposal is included in the flat rate charge for additional costs. It includes: cleaning of the aisles, cleaning of the outside area of the exhibition centre, disposal of routine waste at the stand (no hazardous waste).

#### Exhibitor insurance in accordance to form E

The exhibitor participates in the insurance arranged by the organizer with an insurance company. It covers those risks which are mentioned in the further prevailing conditions in the appendix to these terms and conditions titled "Insurance cover for exhibitors". The exhibitor shall pay EUR 74.00 to the organiser for this exhibitor insurance.

- Granting of the "Special offer for breeding associations and breeders" upon fulfillment and recognition of the following conditions:
- The total stand space, which is available at these conditions, is limited. In case the demand does exceed the total available space, exhibitors of the following categories I-III, mentioned at point 3.2 c), who would like to present horses at the stand, will be approved preferentially. There is no right of the exhibitor to be admitted for this special offer.
- This discount is not granted for areas used for the commercial sale b.) of goods and product presentations! For advertising items which are specific to the association or the breed a special permit can be issued by the organizer in particular cases in his discretion.
- Above all, the fulfillment of one or more of the following criteria (during receipt of the contract by EQUITANA as well as the whole duration of the show) has to be granted to benefit from the "Special offer for Breeding associations and breeders":
  - I) Members and associate associations (section breeding or sport) of the Deutsche Reiterliche Vereinigung e. V. (FN)
  - II) International FEI members or associate associations as well as foreign national main associations for breeding and sport.
  - III) State and national stud farms run by public authorities
  - IV) Private breeders and stud farms, who are a direct member of category I) or II)
  - V) Private stud farms, ridi
- After conclusion of the exhibition contract, the exhibitor shall receive an invoice from the organiser for 20 % of the participation fee and the other fees. This is due for payment upon receipt by the exhibitor. Texhibitor will then receive a further invoice from the organiser for 80 % of the participation fee and other fees. The invoice is due no later than 30 days from the invoice date. Where, in exceptional cases, the invoice is not issued until after 01.12.2021, the entire amount should be paid immediately in a single payment and at the very latest before the start of the event. On their being received by the exhibitor, other invoices issued by the organiser to the exhibitor for additional requested services are also due for immediate payment by the organiser to the exhibitor
- The participation fee and the other fees plus all other prices notified by the organiser in the exhibition contract, the General Trade Fair and Exhibition Terms and Conditions of the organiser for the event and in these Special Trade Fair and Exhibition Terms and Conditions are net and do not include VAT payable at the rate applying at the time of the event by the exhibitor.

## 4. Construction heights, multilevel stand structures, occupancy of stand space

- 4.1 If the technical guidelines of Messe Essen GmbH are adhered to regarding the design and construction of the stand, it is not necessary to submit drawings of single-storey stand constructions with a floor space not exceeding 80 sqm in the halls for approval. All other types of standconstruction, including mobile stands, special and other constructions and double-storey stands, require approval. The maximum construction heights are 6.00 m in Halls 1, 2, 3, Galeria, 4 (section, left side of the hall to FG 4), 5, 6, 7 and 8 and 4.50 m in Halls 1A and 4 (section, right side of the hall to Hall 5). From a construction height of 2.50 m, the reverse sides of the rear walls must have a neutral and clean appearance and remain within the colour scheme of white, grey or beige. The reverse sides of the rear walls of the stand must not violate the interests of neighbouring stands.
- 4.2 If the exhibitor uses multilevel structures on his stand, the participation fee payable by the exhibitor to the organiser increases by 50 % for the multilevel areas.
- 4.3 If the permissible stand space usage is exceeded by more than 0.5 m outside the stand boundaries, an additional fee will be charged for the area covered by the in the amount of the valid regular stand price in EUR per square metre plus the statutory value added tax. The assertion of any further Claims against the exhibitor remain unaffected. The exhibitor remains also in this case obliged to follow the instructions of the organizer, in particular for clearing the built-up area without delay.
- 4.4 If the exhibitor is allocated stand spaces which are separated from each other by aisles on the basis of corresponding exhibition contracts, the exhibitor may, at the organiser's discretion, obtain written consent from the organiser to lay carpet on these aisles to create the impression of a single, uniform stand. Any construction above such aisles also requires the written consent of the organiser, given at his free discretion, and the fulfilment of any technical requirements of which the organiser shall notify the exhibitor in the event of any such consent being granted. The exhibitor shall pay 30 % of the contractually agreed participation fee to the organiser for carpeted or built-over aisles.
- 4.5 The appearance of blank walls facing onto visitor aisles must be varied through the installation of showcases, niches, displays, etc. The proportion of blank wall on one side of the aisle must not exceed approx. 30 %. The aim is to emphasise the open character of the exhibition stands at the event

#### 5. Stand build-up

- 5.1 Stand build-up begins on friday, 01. April 2022, 7.00 am. The stand construction must be completed by 8 pm on Tuesday, 05.04.2022. Wednesday, 06. April 2022, 07.00 am 4.00 pm is only for the equipment/fitting of the stands is provided for to ensure proper cleaning before opening is possible.
- 5.2 In cases where the organiser provides written consent to the exhibitor for advance build-up, the exhibitor shall pay an additional sum of EUR plus VAT for each day of advance build-up.

#### 6. Stand break-down

- 6.1 The stand break-down begins at Monday, 13.04.2022, approx. 7.00 pm. Stand dismantling must be completed by 7.00 pm on 16.04.2022.
- 6.2 The organiser recommends that exhibitors remove goods and other objects immediately after the end of the event from the stands.

#### 7. Technical guidelines

In addition, the Technical Guidelines of Messe Essen GmbH in the version valid at the time of the event shall apply. The Technical Guidelines of Messe Essen GmbH result in particular in technical requirements for stand construction safety and the testing of stand construction safety, which must be observed without fail. Further costs may be incurred for the examination of stand safety by Messe Essen GmbH, which will be charged by Messe Essen GmbH.

#### 8. Over-the-counter sales

Over-the-counter selling is allowed at the event.

#### 9. Exhibition of horses

Exhibiting of horses can only take place in conjunction with a stand registration. For the boxes/paddock areas the exhibitor has to pay the agreed price for horse area. The horse area may only be used for the exhibition of horses, not for the exhibition of goods. An exhibition stand in this category may not solely consist of horse area. Exhibition space

for horses or horseboxes inside the exhibition hall may only be hired in combination with a normal stand area which meets the minimum size requirement. The area in front of the hired box for information and presentation purposes is not allowed.

#### a) Accommodation of horses

Exhibitors with horses may bring and build up their own boxes/pad-docks in the hired horse area. Inside the exhibition halls only unused or new boxes and paddocks are admitted. The stabling of horses has to be carried out in a way that it does not cause any danger to visitors and the horses. Other kinds of stabling such as e.g. standing stalls, electric fence partitions etc. are not allowed. Rental horse boxes can be hired at the organizers and will be built up at the agreed space. Exhibitors with rental boxes pay a flat rate charge for the horse area and horse box. Outside of the exhibition halls boxes in a stable tent can be hired (see the "Exhibition of horses" registration form). There is no visitor access to the stable areas. There is limited availability of boxes in the stable tents and exhibition halls. The registration date is decisive for admission.

#### b) Terms and conditions concerning health

All participating horses are subject to official supervision and control of the veterinary authorities of the city of Essen. The exhibition centre may only be entered with animals which meet the official veterinary conditions. Corresponding documents have to be carried by the horse owners and presented on site upon the request of the organizer or its authorized representatives. The organizer provides the respective valid terms and conditions upon request. All horses which are exhibited and presented have to be in a perfect condition and health. Upon arrival at the exhibition centre as well as during the period of the event regular checks are carried out by the organizer and the responsible veterinarians. All horses which do not comply with these requirements can, without reimbursement of costs, be excluded from the event or kept in quarantine. The veterinarians reserve the right to provide medical treatment to horses upon necessity even without prior consultation of the owner/exhibitor or to accommodate them in another place.

#### c) Foals and young horses

Foals and young horses under two years have to be registered separately (see the "Exhibition of horses" registration form). The admission of the above-mentioned animals rests with the organizer. EQUITANA keeps the above-mentioned animals after arrival at the exhibition centre under constant veterinary observation and decides on their stay at the event and accommodation in the interests of the animal. If the responsible veterinarian rules an animal out of participating in the event for its own good, EQUITANA is not liable for the costs which arise from this on the part of the horse holder/exhibitor.

#### 10. Insurance / Disclaimer

The exhibitor is obliged to provide a sufficient liability insurance for any participating horse in addition to the general exhibitor insurance. The organizer does neither take responsibility for any damage caused by participating horses nor damages to the horses themselves. It is the exhibitors sole responsibility to take care of his horses at any time on the exhibition area as well as before, during or after horse presentations in the arenas. Exhibitors are requested, only to lead their horses by hand on the designated horse aisles covered with a non-slippery flooring. Riding horses outside the designated riding and demonstration areas is forbidden for safety reasons. In case of infringement of these safety regulations the organizers preserves the right to exclude the exhibitor from the event without reimbursement of any costs. All participants are requested to wear are riding helmet. Participants under the age of 18 are obliged to wear a riding helmet.

#### 11. Obligation to maintain safety

The exhibitor bears the obligation to maintain safety for the exhibition stand erected and used by him and for the horses and other animals brought to the exhibition centre as well as their paddocks or stables. This also applies in particular to the performing of equestrian sport at the exhibition centre, which is always carried out at one's own risk. This means that the exhibitor is obliged to make those arrangements which are necessary and reasonable to prevent damages to third parties. In particular the exhibitor is obliged to take care that no third party objects of legal protection can be harmed by his exhibition stand, his exhibition goods, his employees, his horses and other animals as well as the objects he has brought with him. The organizer advises expressly that the presentation, storage or offering for sale of goods and products of any kind outside of the stand area hired by the exhibitor is not allowed. Any illegal stand extension is contrary to regulations, represents a considerable safety risk for all participants at the event and will expressly not be tolerated by the organizer. Furthermore it is

forbidden in particular due to reasons of fire safety to deposit or dispose of waste and cardboard outside of the containers provided for it. If the exhibitor does not obey the requests of the organizer or the fire authorities to remove the risk to safety, this can result in the closing of the stand and the exclusion of the exhibitor from the event as well as the corresponding fines. In this case the exhibitor does not have a right to claim compensation. Riding is only permitted on the designated arenas. Riding on horse aisles is prohibited. All horses have to be led by hand outside the designated riding areas. The use of the riding paths and arenas is at the exhibitor's own risk. A map of the exhibition centre with the designated riding paths, arenas and prohibited areas will be send to the exhibitors by separate correspondence. If the safety terms and conditions and instructions of the organizer and its commissioned personnel are not observed, the organizer reserves the right to exclude and remove the exhibitor without reimbursement of costs from the event. The right to claim further compensation by the organizer or a third party against the exhibitor is unaffected by this.

#### 12. Exhibitor's obligation to provide information

The exhibitor has in terms of the obligation to maintain safety and the obligation to provide information to take care that all of his employees, participants, riders, horse owners and stable staff are informed about the rules concerning the obligations to maintain safety and safety regulations before the start of the event. He is obliged to pass on all information provided by the organizer concerning this subject in a suitable form (e.g. by copying and sending) to his employees, participants, riders, horse owners and stable staff.

#### 13. Terms and Conditions for Catering

#### 13.1. Permission

- a) The operation of a catering area or the part use of a trade fair and exhibition area for catering is to be expressly applied for and requires approval in writing. This includes in particular feeding against payment, the distribution of food and beverages against payment as well as the sale of other drinks in the exhibition centre.
- Free hospitality and/or the distribution of taste samples is in principle possible.
- c) The reserving, allocation and preparation of contract for the areas which can be used for catering is carried out exclusively by the organiser. There are no additional agreements with third parties. The control of and adherence to the official regulations and guidelines for preparing and selling food and drinks is carried out by the main caterer commissioned by the organiser. It acts on behalf of the organiser and its instructions are to be followed.

#### 13.2. Admission / stand hire

- a) The organiser decides on admission according to its best judgement taking into consideration the area capacities, stated objective and the structure of the event and the available catering offering. He is not obliged to justify refusals. The exhibitor cannot refer to participation at a previous event.
- b) A competitive exclusion cannot be allowed by the organiser.
- c) The prices apply in accordance with the price list.
- EQUITANA preserves the right to limit/restrict the sale of drinks to certain brands

#### 13.3. Running a catering area without permission

If an exhibitor or caterer operates a catering area without having applied for this in the above-mentioned item 2 or without having received a corresponding approval from Reed Exhibitions Deutschland GmbH, then a contract penalty will be imposed. In this case EQUITANA is entitled to make an additional charge for the whole stand area hired with a surcharge of 100%. Regardless of this additional charge EQUITANA can demand immediate cessation of catering and at the cost of the exhibitor remove the equipment, materials and products which are suitable for catering use from the stand.

#### 13.4. Themed catering

In order to ensure a coherent overall impression of the event, the caterer is bound to EQUITANAs specifications regarding the design and decoration of his stand.

#### 13.5. Advertising

Advertising for a third party is only permitted with the agreement of EQUITANA.

#### 13.6. Public address system

Live-music and a public address system are only permitted in agreement with EQUITANA.

13.7. Notification for catering with the "Ordnungsamt" (municipal standard-soffice)

The notification for the distribution of food and beverages as well as the sale of drinks via drink-dispensing systems has to be undertaken by the individual caterer at the "Ordnungsamt Essen". The commissioning of a drink-dispensing system has to be notified in a form to the "Ordnungsamt Essen". This notification is to be accompanied by the filled-out forms from the log book, which the technical expert has to fill out, as well as its inspection test certificate. Inspection tests have to be carried out by a private technical expert. Relevant addresses are registered with the office of the

"Fachverband Getränkeschankanlagen e.V."
Alte Mittelhäuser Straße 20, 99091 Erfurt,

phone.: +49-(0)361 65388292,

email: info@fachverband-getraenkeschankanlagen.de

The log book or the forms are to be kept at the operating site. A copy of the application is to be sent immediately after the application is filed to EQUITANA. A copy of the notification has to be provided to EQUITANA right after submission.

#### 13.8. Authority to give instructions

The employees of EQUITANA have authority to give instructions to the individual caterers, in particular in respect of the layout of the catering area and adherence to the hygiene regulations.

# Insurance Cover for Exhibitors Exhibitor Insurance Police No. 151834 and 151835

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The comprehensive contents of the insurance contract and the terms and conditions of insurance can be made available upon request. This is merely a summary of the main contents as set forth in the policy. This summary can not be interpreted as policy itself.

The contract is divided up into 3 sections:

#### SECTION 1

Insurance cover during exhibitions and transportation connected thereto EUR 25,000.00 for the exhibitor or EUR 10,000.00 for the co-exhibitor on first loss for each event of loss

The entire scope of exhibition materials connected to the exhibition booth (including furnishings and fittings, even if such furnishings and fittings are rented) for the duration of the exhibition, including round trip transportation. In this regard losses and damages on account of an insured risk are covered (e.g. theft, fire and other damages).

Smaller valuables have to be locked away in glass display cases or display cabinets (e.g. precious metals, jewellery, objects d´art or other collectors' pieces). Valuable articles are insured up to a maximum of 10 of the first loss sum, EUR 2,500.00. If higher insurance cover is desired, this has to be agreed with the insurance broker, OSKAR SCHUNCK GmbH & Co. KG. The same applies to furs.

Irrespective of specifically agreed protection, insurance cover against the risks of breaking and entering, theft and other loss shall only exist if the exhibited items are permanently overseen by the insured and/or its employees during setting up and dismantling of the exhibition booth as well as throughout visiting hours until closing of halls and if the exhibition halls are guarded during the night-time. This precaution analogously also applies to insured exhibition materials positioned on open-air grounds.

Important exclusions (among others):

- Cash money and other personal articles of value
- Loss or damage to exhibition materials located outdoors through theft and weather conditions
- Embezzlement by employees
- Goods designated for consumption, e.g. promotional handouts, catalogues, foodstuffs, beverages and tobacco products
- Inherent vice and natural characteristics of exhibition materials
- Polish cracks, adhesive solutions, rust and oxidation
- Tube and filament fracture, shrinkage, adoption of odour, vermin
- Lack or defects in packaging proving to have unsuitable stress levels;
- Damages caused by processing, assembly, disassembly, utilisation or demonstration itself
- War, civil war and warlike events, terrorism and political acts of violence, seizure, divestment and other interventions of higher authority, radioactive contamination due to utilisation of chemical, biochemical substances or electromagnetic waves as weapons constituting a public danger and this in fact without taking into account any other contributing causes, nuclear energy and other radiation

#### Disclaime

The insurer provides insurance coverage without a permission for the business of insurances on a non-admitted basis in those countries, in which it is not forbidden in accordance with the local (supervisory) law or with other legal requirements.

#### **SECTION 2**

Insurance Covering Financial and Freight Haulage Consequential Damages EUR 25,000.00 for the exhibitor or EUR 10,000.00 for the co-exhibitor

Pure financial damages are deemed to be insured, provided that it relates to error based on late arrival or cash on delivery. Prerequisite is that one of the carriers involved in such transport bears liability within the framework of a customary transportation contract on the merits of German law.

Consequential damage to freight is also insured. Consequential damage to goods arises if such damage has arisen based on a direct consequence of recoverable freight damage.

#### SECTION 3

Third Party Liability Insurance
EUR 3,200,000.00 on damages caused to human beings
or material damage,
EUR 50,000.00 on financial damage (for each event of loss)

Total performances on all insured events during any one year amount to double this insured amount

The risk run by an exhibitor to be held liable by third parties for compensation of damages due to behaviour in connection with an exhibit based on statutory liability as set forth under private law is covered. Defence of unjustified claims is also covered by this insurance.

Important exclusions (amongst others):

- The general terms and conditions of insurance apply to the third party liability insurance ("AHB"), which amongst others contain the following exclusions: Gradual loss (based on the influence of temperature fluctuation, gasses, vapour or humidity)
- Waste water damage
- Damages to outside property, which the exhibitor has rented, leased, hired, borrowed, etc. or objects which are subject matter of a specific custody contract
- Processing damages
- Third party claims based on damages resulting from environmental influences.

#### GENERAL

There is no insurance cover due to the cancellation or postponement of fairs, such as due to a pandemic, for contractual penalties, losses from price differences or unrealised added value of goods, losses in connection with financing or losses in connection with cancelled, amended or missing follow-up orders.

#### Co-insurance due by the insured party

An excess amounting to EUR 160.00 per event of damage has been concluded.

#### Penalty clause

Notwithstanding other provisions of the insurance contract, cover shall be granted only insofar as and as long as not in contradiction to economic, trade or financial sanctions or embargoes enacted by the European Union or the Federal Republic of Germany that are directly applicable to the contracting parties.

This shall also apply to economic, trade or financial sanctions or embargoes enacted by the United States of Amercia with regard of the Islamic Republic of Iran, insofar as those are not in contradiction to European or German legislative provisions.

#### Miscellaneous

Underwriter is the AXA Versicherung AG, Willstätter Straße 62, 40549 Düsseldorf with whom the organiser concludes insurance contracts. This cover shall be secondary to any other possibly existing policies. The contract is being managed by OSKAR SCHUNCK GmbH & Co. KG, Werdener Str. 6, 40227 Düsseldorf. Please contact OSKAR SCHUNCK GmbH & Co. KG with regard to all contractual matters and in all cases of damage. Your contact person there is:

Mr. Daniel Miebach

phone: +49 211 13993-177 fax: +49 211 13993-199

In the event of urgent events of damage outside OSKAR SCHUNCK GmbH & Co. KG's normal business hours, please contact the expert surveyor's office, C. Gielisch (for cases of damage from EUR 1,500.00).

C. Gielisch GmbH

Zollhof 1

40221 Düsseldorf

phone: +49 211 13806-01 fax: +49 211 3236-830 24 hour hotline +49 180 5443547

# General Terms and Conditions of Reed Exhibitions Deutschland GmbH for Sponsorship Contracts

RX

Reed Exhibitions Deutschland GmbH I Völklinger Str. 4 I D-40219 Düsseldorf I phone +49 211 90191-100 I fax 49 211 90191-123 Düsseldorf District Court, HRB 28688 I Managing Directors: Benedikt Binder-Krieglstein, Ronald Herzog, Michael Köhler, Barbara Leithner I www.equitana.com

#### 1. General

- 1.1 These General Terms and Conditions lay down the legal relationship between Reed Exhibitions Deutschland GmbH, Völklinger Straße 4, 40219 Düsseldorf (hereafter "the organiser"), and the sponsor, upon conclusion of separate sponsorship agreements, for the event being staged by the organiser.
- 1.2 In addition to these, the General and Special Exhibition Terms and Conditions of the organiser shall apply for the event.

#### Scope

- 2.1 The sponsor shall provide sponsorship for the relevant event staged by the organiser on the basis of the contractual agreement between the parties.
- 2.2 The sponsor is aware that the organiser will be enlisting further sponsors for the event. The sponsor is expressly entitled to admit companies to the event which are in competition with the sponsor, to function as further sponsors and/or exhibitors or other participants.
- 2.3 The sponsor shall not be entitled to use the sponsorship to advertise for third parties who are neither exhibitors nor co-exhibitors at the event to which the sponsorship applies; accordingly, the sponsorship does not entitle the sponsor to display the logos, company or product names of such third parties.
- 2.4 The sponsorship does not entitle the sponsor to exert influence on the form and content etc. of the organiser's event.
- 2.5. The sponsor shall not have the right to rescind or terminate the sponsoring contract. If the sponsor does not take part in the event as an exhibitor, the sponsor's obligations arising from the sponsoring contract shall remain unaffected.
- 2.6 The sponsor undertakes to leave any advertising materials provided for the event, such as banners, signs etc., in place until the end of the event as determined by the organiser, and not to remove them prematurely.

#### 3. Payment terms

- 3.1 The sponsorship fee to be paid by the sponsor to the organiser is due on the date on which the organiser's invoice is received by the sponsor.
- 3.2 If the sponsor is in arrears with payments to the organiser, the sponsor shall pay interest on the sum due at the rate of the current legal default interest rate, i.e. 8 % above the base interest rate in accordance with article 247 of the German Civil Code, but at least 8 % p.a. on the sum due to the organiser. The organiser reserves the right to press further delay damage claims. The onus lies upon the sponsor to prove that no damage was incurred, or that it was much lower than the figure named above.

### 4. Liability disclaimer

- 4.1 The organiser is entitled to withdraw from the contract if the event is prevented from being held, or from being held as planned, either in full or in part, by unforeseen circumstances over which the organiser has no control, especially as the result of terrorist attacks, natural disasters, epidemics, officially decreed clearance or closure, structural changes to the venue made by the landlord, water damage or similar cases of force majeure.
- 4.2 In the case of force majeure as defined in 4.1 of these General Terms and Conditions, the organiser is obliged to inform the sponsor immediately of the full or partial impossibility of holding the event, and, in the case of it not being possible to hold the event in full, to refund any payments already made, or in the case of it only being possible to hold the event to a limited extent, to refund the corresponding proportion of the payments. The sponsor's right to press further damage claims against the organiser is excluded in this case.
- 4.3 If the event cannot be held, due to reasons for which the organiser is responsible, the organiser is obliged to return any payment the sponsor has made to him. The sponsor is not entitled to press any further claims in this case.

4.4 Reed Exhibitions Deutschland GmbH is entitled to withdraw from this agreement by issuing a written declaration to the sponsor by the close of 25.03.22, the legal consequence of which is that the sponsor and Reed Exhibitions Deutschland GmbH shall be released from the obligation to provide the services contained in this sponsorship agreement. This shall not affect any other contractual relationships, in particular an exhibition contract, which exist between the parties. The assertion of claims by the sponsor against Reed Exhibitions Deutschland GmbH based on the exercising of the right of withdrawal in accordance with the above provision is excluded.

#### 5. Legal disclaimer

- 5.1 The organiser is liable for any wilful actions or gross negligence on his part. In the event of merely negligent violation on the part of the organiser or his subcontractors, liability shall be limited to typical contract and foreseeable damages. In the event of breaches of minor contractual obligations due to slight negligence, all liability is excluded towards contractors. The above liability limitations do not apply to bodily injury, damage to health or loss of life in cases where the organiser carries responsibility.
- 5.2 In the event of the sponsor's not achieving the communication aims being pursued by entering into the contract, the organiser carries no liability above and beyond providing the contractually agreed services, unless the organiser has impeded or frustrated such achievement by culpably breaching fundamental contractual obligations.

#### 6. Confidentiality

- 6.1 The sponsor undertakes not to disclose to third parties any information concerning the organiser and the event to which he gains knowledge while collaborating with the organiser which is not generally accessible, and to maintain secrecy regarding such information towards third parties.
- 6.2 The obligation as stipulated in paragraph 5.1 above remains valid even after termination of the contractual relationship between the organiser and the sponsor.

#### 7. Final provisions

- 7.1 The General Terms and Conditions of the exhibitor do not apply.
- 7.2 No verbal sub-agreements to the sponsorship agreement between the organiser and the sponsor, or to these General Exhibition Terms and Conditions, shall apply. Any changes and supplements to the sponsorship agreement between the organiser and sponsor, or to these General Terms and Conditions, shall not be valid unless made in writing. This also applies for any change or supplement to this clause requiring the written form itself.
- 7.3 The law of the Federal Republic of Germany applies exclusively to this agreement; the UN CISG is excluded.
- 7.4 The exclusive place of jurisdiction for all disputes arising from and in relation to the contractual relationship and its execution, and these General Terms and Conditions, is Düsseldorf.
- 7.5 Should any of the above provisions of these General Terms and Conditions prove invalid, or become so in the future, this shall not affect the validity of the remaining provisions. The parties undertake to substitute the invalid provision with a valid provision which most closely reflects the business purpose of the invalid one.
- 7.6 Only the German version of the sponsorship agreement between the organiser and the sponsor, and of these General Terms and Conditions shall be authoritative.

# Terms and Conditions of Reed Exhibitions Deutschland GmbH for Shell Scheme Stands

RX

Reed Exhibitions Deutschland GmbH I Völklinger Str. 4 I D-40219 Düsseldorf I phone +49 211 90191-100 I fax 49 211 90191-123 Düsseldorf District Court, HRB 28688 I Managing Directors: Benedikt Binder-Krieglstein, Ronald Herzog, Michael Köhler, Barbara Leithner I www.equitana.com

#### General

- 1.1 These Terms and Conditions regulate the legal relationship between Reed Exhibitions Deutschland GmbH (the organiser) and the exhibitor regarding the conclusion of a shell scheme construction contract between the organiser and the exhibitor.
- 1.2 In addition to these, the General and Special Exhibition Terms and Conditions of the organiser shall apply for the event.

#### 2. Conclusion of Contract

- 2.1 The organiser is free to revoke his offer to the exhibitor for conclusion of the shell scheme contract until the time at which the organiser receives a valid declaration of acceptance from the exhibitor.
- 2.2 The exhibitor must personally add his legally binding signature to the version of the shell scheme contract issued by the organiser, or provide an officially valid electronic signature. No conditions or reservations added by the exhibitor shall be considered.
- 2.3 The shell scheme contract shall come into effect upon the organiser receiving the original document which has been personally signed by the exhibitor, or validated by means of an officially valid electronic signature, within the acceptance period specified by the organiser. If the exhibitor's declaration of acceptance is not received by the end of the acceptance period specified by the organiser, the exhibitor shall have no claim to conclusion of the shell scheme contract.
- 2.4 Any decision by the organiser to submit an offer to the exhibitor regarding conclusion of a shell scheme contract for the Event is based on due judgement, taking the capacity of the Event into consideration. The organiser is under no obligation to justify his decision not to issue an offer for the conclusion of a shell scheme contract. Reference to an exhibitor's shell scheme contract for a previous event will not be accepted in support of a claim.
- 2.5 The organiser shall decide at his own discretion whether to conclude a shell scheme contract with an exhibitor whose declaration of acceptance has been received after expiry of the deadline specified by the organiser.

# 3. Exclusion of exhibitor's right of withdrawal, prohibition of assignment

- 3.1 The exhibitor has no right of withdrawal or termination with regard to the shell scheme contract. If, regardless, the exhibitor does not take part in the Event or if the exhibitor does not make use of the agreed shell scheme construction services, the exhibitor shall pay the organiser the contractually agreed shell scheme construction fees. This does not affect the organiser's right to press further claims against the exhibitor on the basis of these Terms and Conditions and the General and Special Trade Fair and Exhibition Terms and Conditions of the organiser for the Event, and the relevant laws.
- 3.2 The exhibitor is not entitled to assign his rights from the shell scheme contract with the organiser to third parties.

#### 4. Shell scheme stand

- 4.1 The organiser shall make the shell scheme stand available to the exhibitor exclusively for its agreed use as an exhibition stand for the duration of the event.
- 4.2 All measurements provided by the organiser are approximate. The organiser reserves the right to implement minor alterations in the dimensions, shape and colour of the shell scheme stand.
- 4.3 The organiser is entitled to have the services he has been contractually obligated to perform carried out by a subcontractor.
- 4.4 At the time of handover, the exhibitor must verify that the shell scheme stand is in good condition, meets transport safety requirements and has been provided in full, and notify the organiser in writing of any evident shortcomings within 24 hours. Furthermore, the exhibitor must notify the organiser in writing of any shortcomings within 24 hours of their detection.
- 4.5 If no staff are present in the exhibitor's stand area when the shell

scheme stand is delivered, the stand is deemed to have been handed over in good order upon being deposited in the exhibitor's stand area. The risk of accidental loss also passes to the exhibitor at this point in time. The organiser is not obliged to verify the legitimacy of the persons present on the exhibitor's stand area when the shell scheme stand is delivered.

- 4.6 The exhibitor is not permitted to make the shell scheme stand available to third parties.
- 4.7 The exhibitor may not make any unauthorised structural changes to the shell scheme stand. Prior written consent must be obtained from the organiser for any decorative elements which the exhibitor wishes to apply.
- 4.8 Any items included in the basic specifications of the shell scheme stand which are not required by the exhibitor will not be refunded or exchanged.
- 4.9 Where possible from a technical and staffing viewpoint, any changes desired by the exhibitor to the shell scheme stand shall be accommodated by the organiser, without such agreed changes becoming part of the contract. Non-fulfilment shall not justify any claims on the exhibitor's part against the organiser. The exhibitor shall pay the organiser for any additional costs incurred as the result of making such desired changes.
- 4.10 The exhibitor shall not remove any markings on the shell scheme stand.
- 4.11 The exhibitor is obliged to notify the organiser immediately of any damage to the shell scheme stand.
- 4.12 Plans, drafts, drawings, production and assembly documents including all related rights remain the sole property of the organiser, even after they have been handed over to the exhibitor.
- 4.13 After the end of the Event, the exhibitor must ensure that the shell scheme stand is ready for immediate collection by the organiser, and that its condition is as specified in the contract. If there is a delay in the exhibitor returning the shell scheme stand, the organiser is entitled to prepare the stand for removal at the expense and risk of the exhibitor.

#### 5. Organiser's liability

- 5.1 The organiser shall not accept any duty of care for exhibition goods and other items belonging to the exhibitor, and excludes any liability for damage or loss.
- 5.2 The organiser is liable for any wilful actions or gross negligence for which he carries responsibility. In the event of a breach of duty due to ordinary negligence on the part of the organiser or his subcontractors, liability shall be limited to typical contract and foreseeable damages. In the event of breaches of minor contractual obligations due to slight negligence, all liability is excluded towards contractors. The above liability limitations do not apply to bodily injury, damage to health or loss of life in cases where the organiser carries responsibility.

#### 6. Exhibitor liability

- 6.1 The exhibitor is obliged to handle the shell scheme stand with care, to ensure that it remains in good condition and to protect it against theft. The exhibitor carries full liability for any damage and loss caused to the shell scheme stand, including that engendered by third parties.
- 6.2 The exhibitor's liability commences at the handover of the shell scheme stand from the organiser to the exhibitor, but by 18:00 at the latest on the day before the start of the Event, and ends on return of the shell scheme stand to the organiser.
- 6.3 The costs to cover any damage to the shell scheme stand will be invoiced to the exhibitor. Damaged walls are billed at EUR 50.00 per unit. Other damaged or non-returned components shall be billed at replacement cost.
- 6.4 The organiser recommends that the exhibitor take out appropriate insurance for the shell scheme stand.

#### 7. Time limit, Period of limitation

- 7.1 All claims made by the exhibitor against the organiser concerning defects shall be excluded unless they are submitted in writing within the period of time specified in section 4.3 of these Terms and Conditions.
- 7.2 All claims made by the exhibitor against the organiser shall lapse within six months from the end of the month in which the final day of the Event falls; excluded here are claims for which the organiser is liable due to wilful action on his part.

#### 8. Payment terms

- 8.1 Invoices for shell scheme stand construction should be paid immediately, with no deductions, to the amount shown on the invoice.
- 8.2 The precondition for the organiser providing the services ordered by the exhibitor is prompt and full payment of all invoice sums.
- 8.3 In the event of late payment, the organiser is not obliged to provide the shell scheme stand and/or any other services. This does not affect the organiser's right to press damage claims against the exhibitor.

#### 9. Final provisions

- 9.1 The general terms and conditions of the exhibitor do not apply.
- 9.2 No verbal sub-agreements to the shell scheme construction contract between the organiser and the exhibitor, or to these General Terms and Conditions, shall apply. Any changes and supplements to the shell scheme construction contract between the organiser and exhibitor, or to these General and Conditions, shall be invalid unless made in writing. This also applies for any change or supplement to this clause requiring the written form.
- 9.3 The law of the Federal Republic of Germany applies exclusively to the shell scheme construction contract and its execution between the organiser and the exhibitor and to these Terms and Conditions; the UN CISG is excluded.
- 9.4 The exclusive court of jurisdiction for all disputes arising from and in relation to the shell scheme construction contract between the organiser and the exhibitor and its execution, or these Terms and Conditions, is Düsseldorf in the Federal Republic of Germany.
- 9.5 Should individual provisions of this shell scheme construction contract between the organiser and the exhibitor, or of these Terms and Conditions prove invalid, in full or in part, or become so in the future, this shall not affect the validity of the remaining provisions. The parties undertake to replace the provision which is invalid, in full or in part, with a valid provision which most closely reflects its commercial intention and purpose.
- 9.6 Only the German version of the shell scheme construction contract between the organiser and the exhibitor, and of these Terms and Conditions shall be authoritative.