

General Terms and Conditions of Business and Exhibition

1. Scope:

1.1 The following General Terms and Conditions apply exclusively within the framework of the contractual relations between the Bundesverband professionelle Bildanbieter e.V. (BVPA), Schaperstr. 18, 10719 Berlin, and the participant as exhibitor (hereinafter referred to as "Exhibitor") at the trade fair event "PICTAday" (hereinafter referred to as: trade fair event) offered by BVPA on 18 April 2024.

1.2 Any counter-confirmations of the Exhibitor with reference to their own terms and conditions are hereby rejected. Deviations from these General Terms and Conditions are only effective if they have been confirmed in writing by BVPA.

2. Registration as an Exhibitor

2.1 Registration for participation as an Exhibitor with a booth must be received in writing by BVPA by 07 April 2024 using the registration form. The written registration is a legally binding offer to BVPA.

2.2 The Exhibitor is obliged to keep the data up-to-date. In particular, they shall immediately notify BVPA in full of any changes to their contact details. All costs incurred as a result of a delay or omission of this notification shall be borne by the Exhibitor. The Exhibitor is liable for any consequences arising from the inaccurate, incomplete or erroneous completion of the registration documents.

2.3 By submitting the registration, the Exhibitor acknowledges the Terms and Conditions of Business and Exhibition as binding for themselves and all employees and agents at the event as well as any co-exhibitors.

2.4 The registration gives rise to neither a claim to admission to the trade fair nor to the allocation of a specific booth location.

3. Approval and allocation of booths/exhibition space

3.1 BVPA may reject applications without giving reasons. Only with confirmation of admission by BVPA or transmission of the invoice to the Exhibitor is the contract between BVPA and Exhibitor concluded (participation contract).

3.2. BVPA shall decide on the admission of Exhibitors and the individual exhibits at its own discretion. BVPA is entitled, e.g. for conceptual reasons, to restrict the registered exhibits. BVPA is also entitled to make changes to the registered area and the booth type. These may be a result for example of the different wall thicknesses of the partition walls. Pillars, wall projections, partitions, distribution boxes, fire extinguishing equipment and other technical equipment are components of the allocated booth areas. Only the on-site dimensions are therefore valid as regards the location, site, measurements and any installations on the rental area.

3.3 Exhibitors shall be placed by BVPA. The allocation of the booth will be communicated in text form. Special placement requests will be taken into account as far as possible, but are non-binding and in particular shall not constitute a condition of participation.

3.5 Exclusion of competitors may neither be demanded nor promised. BVPA may place competitors of an Exhibitor in the same vicinity. BVPA has no obligation to give notification thereof.

4. Prices & payment terms

4.1 The prices and any applicable fees can be found on the registration form. All prices stated there are net prices plus the statutory value added tax.

4.2 The Exhibitor is obliged to transfer payment of all invoices to BVPA within 14 days of receipt of the invoice. BVPA is also entitled to demand an advance payment.

4.3 If the Exhibitor is in arrears with their payment, a processing fee of €5.00 will be charged for each reminder letter. We reserve the right to assert further damages.

4.5 Interest of nine percentage points p.a. above the applicable base interest rate shall be payable from the point that the payment is due, provided that the Exhibitor is a commercial entity. Default interest shall be payable at the statutory rate on the occurrence of default.

4.6 If an invoice is not paid or not paid in full, BVPA is entitled to deny the Exhibitor access to its booth space at the beginning of the set-up period.

5. Subletting, co-exhibitors, transfer of the booth to third parties, sale on behalf of third parties

5.1 The Exhibitor is not entitled to rent out or otherwise transfer the booth assigned to them in whole or in part, to exchange it or to accept orders for other companies (third-party assignment) without the permission of BVPA.

5.2 In the event of an unauthorised third-party assignment by the Exhibitor, BVPA shall be entitled to payment in the amount of an additional 50 percent of the usual registration and booth fee, unless it requests the eviction of the booth at the expense of the subtenant. Any claim by the subtenant against BVPA due to an eviction shall not be permitted, and in particular there shall be no claim for damages.

5.3 In the event of an unauthorised third-party assignment, the Exhibitor is not entitled to reimbursement of the booth rent and/or damages.

6. Cancellation / postponement / change of the event by BVPA

6.1 The trade fair event may be cancelled or postponed at any time by BVPA, independently of any notice given, for reasons for which it is not responsible, in particular in the event of force majeure. Force majeure is an extrinsically occurring event that is unpredictable in terms of human insight and experience, cannot be prevented or rendered harmless by economically tolerable means, even where the utmost care is taken, and the frequency of which also cannot be anticipated (e.g. epidemic/pandemic, official regulations, lightning strike, earthquake, flood, act of terrorism).

6.2 In the event of a cancellation of the trade fair event due to force majeure or for other compelling reasons for which BVPA is not at fault, 75 percent of any payments already made shall be reimbursed to the Exhibitor. BVPA is entitled to withhold a fixed amount of 25 percent for expenses already incurred (e.g. for work and services) and for the processing of the cancellation (cost contribution). If the cancellation takes place in the last six weeks prior to the start, the cost contribution shall increase to 50 percent. BVPA shall offset any saved expenses. The parties are free to prove that BVPA has incurred no or higher/lower expenditure.

6.3 The Exhibitor shall have no further claims for damages or other compensation resulting from the cancellation of the event due to force majeure or other reasons for which BVPA is not responsible.

6.4 BVPA's right to postpone or shorten the event in the event of force majeure or for other compelling reasons shall remain unaffected by the cancellation. In these cases, there is no entitlement to reimbursement of the payments made.

7. Notice

7.1 The contract is fundamentally binding. An ordinary termination of the contract shall be excluded, this being without prejudice to the right of extraordinary termination.

7.2 BVPA has a right of termination for good cause, in particular if:

- the conditions for the Exhibitor's participation are not or no longer met, and cannot be guaranteed to be restored in time before the trade fair,
- the Exhibitor violates these conditions and the violation cannot be discontinued or eliminated at all or in good time, and not definitively, before the fair,
- grounds exist that render further cooperation between BVPA and the Exhibitor unreasonable and the grounds cannot be discontinued or eliminated at all or in good time, and not definitively, before the event,
- payments due from the Exhibitor have not been made at all or in full,
- the Exhibitor refrains from necessary or agreed measures that serve or would serve to ensure the safety of visitors or other parties involved,
- defects for which the Exhibitor is responsible are discovered that could endanger the health or life of a third party,
- The Exhibitor has concealed circumstances that are important for the assessment of the risk situation and/or the employees or assistants of the Exhibitor and/or their customers,
- necessary official permits and approvals that the Exhibitor was responsible for obtaining are missing,
- the Exhibitor does not meet official requirements.

7.3 Cogent grounds shall only exist for the Exhibitor if, taking into account all the circumstances of the individual case and weighing the interests of both parties, they cannot be expected to continue the contractual relationship until the completion of the services and/or until the agreed termination. However, cogent grounds shall not be deemed to apply e.g. if the Exhibitor does not want to or cannot fulfil the contract due to lack of personnel, time, money or other purely internal or unilateral circumstances.

7.4 If a termination is effectively declared before the start of the event, BVPA will generally reimburse 75 percent of the booth rent. BVPA is entitled to withhold a cost contribution of 25 percent. However, if the cancellation only takes place in the last six weeks before the start of the trade fair event, the cost contribution shall increase to 50 percent. If a suitable replacement Exhibitor cannot be found, no repayment shall be made. However, BVPA shall offset any saved expenses. The parties are free to prove that BVPA has incurred no or higher/lower expenditure.

8. Presence / booth setup / booth dismantling

8.1 Booth setup is possible on 18 April 2024 from 8:00 a.m. onwards. The specified booth boundaries must not be exceeded. The name and address of the booth owner must be recognisable to everyone for the entire duration of the event. Appropriate labelling shall be applied. In the event of violations of the above-mentioned design and equipment regulations, the organiser is entitled to initiate the requisite changes and, if necessary, the removal of the booth at the Exhibitor's expense.

8.2 The Exhibitor must appear by no later than 10:00 a.m. on the day of the event itself. They are obliged to keep the booth staffed during the entire trade fair period. Booth staff is limited to a

maximum of four people. Each additional employee must be approved by BVPA; the approval will be charged at €50.00 per employee.

8.3 If an Exhibitor does not appear in time by 10:00 a.m., they will still pay the full booth rent. BVPA is also entitled to make alternate use of the booth.

8.4 When operating their booth, the Exhibitor must comply with the relevant legal provisions as amended from time to time (e.g. Industrial Code, Hygiene Regulations, Food and Consumer Goods Act, Ordinance on Beverage Dispensing Systems). If the Exhibitor does not comply with their cleaning and disposal obligation or the sale or delivery of food and drinks at their booth even after a warning, the organiser is entitled to close the booth or the sales facility.

8.5 The dismantling of the booth must take place on 18 April 2024 between 6:00 p.m. and 8:00 p.m. and must be completed in this period. No booth may be vacated in whole or in part without the consent of BVPA before the end of the trade fair event. Any Exhibitors acting counter to this must pay liquidated damages in the amount of double the booth rent.

8.6 If an Exhibitor does not adhere to the specified times for assembly and dismantling, they must bear the resulting costs of the organiser and possibly third parties. The Exhibitor shall be liable for damage to the floor, the walls and the material provided. The exhibition area must be returned in the condition in which it was accepted by no later than the date set for the end of the dismantling. Any introduced material, foundations and damage must be removed without trace. Otherwise, the organiser is entitled to have this work performed at the expense of the Exhibitor.

9. Connections

9.1 General lighting shall be provided at the expense of BVPA. If connections are requested by the Exhibitor, these must be declared at the time of registration. Costs of installation and consumption shall be borne by the Exhibitor. The costs of any ring circuits shall be apportioned on a pro rata basis.

9.2 All installations up to the booth connection may only be carried out by the companies approved by the organiser. These companies shall receive all orders via the organiser as agent and with its consent and shall issue invoices for installation and consumption directly in compliance with the guideline rates announced by the organiser.

9.3 Connections and devices that do not comply with the relevant provisions – in particular those stipulated by VDE and the local energy supplier – or whose consumption is higher than reported, may be removed or closed down by the organiser at the Exhibitor's expense. The Exhibitor is liable for all damages caused by the use of unreported connections and/or connections not implemented by the companies approved by BVPA.

10. Generated waste

The waste or residual material generated during the event or during the assembly/dismantling of the booth must be disposed of by the originator. Under to legal regulations, the originator is obliged to ensure proper disposal (Act on the Prevention, Recycling and Disposal of Waste, supplemented by regulations for specific product waste can be found in the Packaging Act (VerpackG), the Battery Act (BatterieG) and the Electrical and Electronic Equipment Act (ElektroG). Further information on waste disposal can be obtained from BVPA on request.

11. Domiciliary rights

During the event, the organiser shall exercise the sole domiciliary right in the trade fair/exhibition grounds and can enact separate house rules.

12. Insurance

Exhibitors are strongly advised to insure their trade fair/exhibition items and liability at their own expense.

13. Warranty/liability

13.1 If the event or individual parts thereof are missed by the Exhibitor, the Exhibitor shall have no claim for compensation or recourse against BVPA.

13.2 The Exhibitor is liable for all damages sustained by the organiser as a result of their participation. The Exhibitor's own fault shall be deemed to be the same as that of their vicarious agents or assistants as well as associates and representatives.

13.3 BVPA's warranty shall be governed by the statutory provisions, unless otherwise stipulated in the following.

BVPA assumes no liability for:

- The permanent availability of electricity, water/sewage, gas and compressed air supply, in particular maintenance, safety or capacity concerns as well as events that are not within the control of BVPA (such as disruptions to public communication networks, power failures etc.), may lead to short-term disruptions or to the temporary cessation of services.
- The accuracy of offers from third parties, in particular of cooperation partners of BVPA.

BVPA shall be liable for damages and consequential damages – regardless of the legal grounds – in the event of wilful misconduct and gross negligence. In the event of simple negligence, BVPA shall only be liable:

- For damages due to injury to life, limb and/or health.
- For damages from the breach of material contractual obligations; in this case, however, the liability of BVPA shall be limited to compensation for the foreseeable damage that would typically occur. Material contractual obligations are obligations, the fulfilment of which renders the proper execution of the contract possible in the first place and on the observance of which the contractual partner may regularly rely. This does not include:

Insofar as the liability of BVPA is limited, this also applies to the liability of all persons whose conduct can be attributed to BVPA.

14. Privacy

BVPA stores the transmitted personal data, such as name, address, bank details and email address, for the processing of the registration. The Exhibitor can find further information in the privacy policy.

15. Online platform for out-of-court dispute resolution and information pursuant to section 36 Act on Alternative Dispute Resolution in Consumer Matters (VSBG)

BVPA is obliged to draw the attention of exhibitors who are consumers to the European Commission's platform for online dispute resolution (ODR platform). This ODR platform can be accessed via the following link: <https://webgate.ec.europa.eu/odr>.

However, BVPA does not participate in any dispute resolution procedures before a consumer arbitration board.

16. Applicable law, place of jurisdiction

16.1 The participation contracts shall be governed solely by the law of the Federal Republic of Germany to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

16.2 The place of performance for all obligations of both parties to the contract is the registered office of BVPA.

16.3 The place of jurisdiction is, as far as legally permissible, Berlin.

16.4 If any provision of these Terms and Conditions of Participation should be or become invalid in whole or in part, this shall have no bearing on the validity of the remaining provisions.