

# **Terms and Conditions for Exhibition and Participation in COSMETICA + GUT zu FUSS Meeting**

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## **§ 1 Organizer**

### **The organizer of the trade shows is:**

KOSMETIK international Messe GmbH

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Internet: www.cosmetica.de

Registered in the Commercial Register at the Mannheim Local Court under HRB 522488

VAT ID No.: 205839450

Managing Director: Nathalie Bock

## **§ 2 Titles of the Events**

The titles of the trade shows put on by the organizer are:

COSMETICA Berlin

COSMETICA Hannover

COSMETICA Wiesbaden exclusiv

GUT zu FUSS Meeting

The events are put on once a year and the current year is included in the title of the event.

### **§ 3**

#### **Themes of the Events, Authorized Goods and Services**

- (1) The trade shows can include exhibitions in the following areas, among others: accessories, devices and equipment, aromatherapy, occupational clothing, decorative cosmetics, diet, EDP, fitness, furnishings, color and style counseling, foot care, raw materials, hair removal, instruments, appurtenances, music/sound carriers, nail design and artificial nails, nutritional supplements, natural cosmetics, perfumes, permanent make-up, care cosmetics, seminars/training sessions, tanning beds, tanning salon cosmetics, sunscreen cosmetics, publishing, packaging and advertising materials, wellness.
- (2) An exhibitor may only exhibit, offer or distribute goods and services that are listed in the exhibitor's application as being within the exhibitor's specialized area and that comply with the statutory provisions in force in Germany.

Other goods and services may only be exhibited, offered or distributed with the prior written consent of the organizer. The organizer shall be entitled to demand that the exhibitor tolerate the removal of goods and services not covered by the exhibitor's application at its own expense or that the exhibitor remove such goods and services at the request of the organizer. This shall not affect any claim for additional damages, which the organizer may have.

- (3) The exhibitor shall be directly responsible for complying with and fulfilling the statutory provisions applicable to it, e.g. in the cosmetics area, the "Regulation on Cosmetic Products (Cosmetics Regulation)" as currently amended at the time, with respect to its offer, goods and services.

### **§ 4**

#### **Applicability of the Terms and Conditions for Exhibition and Participation**

- (1) These Terms and Conditions for Exhibition and Participation are an integral part of the contract entered into by the exhibitor and the organizer and apply to all of the trade shows put on by the organizer, as listed in § 2 of these Terms and Conditions. Differing, contrary or supplementary Terms and Conditions of the exhibitor shall not become part of the contract, even if they are known to the organizer, unless their application is expressly agreed upon in writing.
- (4) The Terms and Conditions for Exhibition and Participation shall apply to exhibitors that are manufacturers, dealers and commercial enterprises. The exhibitors are entrepreneurs within the meaning of §§ 310 and 14 (1) of the German Civil Code [BGB].
- (5) The Terms and Conditions for Exhibition and Participation are available for download on the Internet at [www.cosmetica.de](http://www.cosmetica.de). Upon request, the exhibitor can also be provided with a digital or printed version of the Terms and Conditions.

## **§ 5**

### **Exhibitor's Application, Offer, Entering into a Contract**

- (1) Exhibitors must use the form provided by the organizer to register, and it must be filled out completely (exhibitor's application). The exhibitor's signature on the form also expressly confirms its acceptance of these Terms and Conditions for Exhibition and Participation, the particular trade show site's Technical Guidelines, and any other requirements and instructions. The exhibitor's application must be filled out completely, signed by the exhibitor and sent to the organizer (by regular mail, fax or e-mail).
- (2) The exhibitor's application, when received, constitutes an offer to enter into a contract with the organizer. It establishes no right for the exhibitor (which is referred to as the "applicant" until a contract is signed) to be admitted to the event and no right to sign a contract. The offer made by the exhibitor in the application remains valid until the organizer accepts or rejects it by accepting or rejecting the contract offer. Under § 6 of these Terms and Conditions, the organizer is free to decide whether to accept the exhibitor's contract offer contained in the application and admit the exhibitor or not.
- (3) Reservations or conditions precedent or subsequent proposed by the exhibitor in the exhibitor's application may not be taken into account.
- (4) Information provided by the exhibitor with respect to the location and size of the exhibition space can only be accepted as a request and does not establish any right to exhibition space of that description if the exhibitor is admitted. The organizer decides on the placement of the participants based on conceptual and technical considerations. Matching the registered trade show program to the proper exhibition sector and the available space in the particular sector are of primary importance in this regard. Minor divergences resulting in the allocation of more or less space must be accepted.
- (5) The exhibitor cannot demand that competitors be excluded.
- (6) After receipt of the exhibitor's application, the organizer shall first send the exhibitor a confirmation of receipt, which does not constitute acceptance of the exhibitor's offer. If the exhibitor is admitted (see § 6 of these Terms and Conditions), the organizer shall then send the exhibitor a letter identifying a specific space for the stand and requesting a response within 7 days if there is a change request. If there is no reply, the organizer shall send confirmation of participation, which constitutes acceptance of the exhibitor's offer by the organizer.

## **§ 6**

### **Admission, Revocation of Admission, Multiple Exhibitors, Withdrawal**

- (1) The implementation of the concept and the related objectives of the trade show make it necessary for the organizer to choose among the interested parties in the exercise of the principle of equal treatment and the organizer's dutiful discretion. In so doing, the focus of the trade show must be given special attention. For this reason, the organizer may devote a certain percentage of the overall available exhibition space to this focal point and may limit the event to certain groups of exhibitors.
- (2) Interested parties that do not represent the designated themes and specialty areas (non-admissible applicants) are excluded from the admission process.
- (3) Admission is made by considering the individual interests of the applicant vis-a-vis the purpose and objectives of the event and its concept and the exhibitors' overall interests in a high quality trade show, which will ensure the attention and the acceptance of the interested groups due to the composition of the exhibitors and the exhibits.
- (4) Admission can be denied before a contract is signed if
  - a) during the application process or at earlier events, the applicant has acted in a way that raises the fear that he will again contravene the objectives of the event or hinder or impede the organizer in the performance of its tasks;
  - b) the applicant has violated technical, safety or other provisions issued by the organizer (the trade show/exhibition managers);
  - c) the applicant did not meet his financial obligations with respect to earlier events or did not do so in accordance with the contract;
  - d) after notice of default, the applicant failed to pay – or fully pay – the invoice after a second warning;
  - e) judicial insolvency proceedings have been petitioned for or opened against the exhibitor's assets – of which fact the exhibitor must promptly inform the organizer;
  - f) without the permission of the organizer, the exhibitor makes all or part of his exhibition space available to third parties or persists in undertaking impermissible advertising measures despite a warning;
  - g) the number of applicants is larger than the available exhibition space;
  - h) the applicant violates the organizer's house rules;
  - i) the registered applicant no longer meets the prerequisites for admission or the organizer subsequently becomes aware of facts that would have justified denial of admission if known earlier;
  - j) the applicant provided false information on the application form and this is the applicant's fault; or
  - k) the exhibitor has not begun to set-up his stand as of 6:00 p.m. on the day before the event.

- (5) The organizer reserves the right to assert claims for damages in the cases mentioned above in Paragraph (4) a) to f) and h) to k).
- (6) If multiple exhibitors rent stand space together, each of them shall be jointly and severally liable for the stand rent. In the application, they must designate a joint agent who is deemed to have been authorized by all of the joint and severally liable parties, so that the organizer only has to negotiate with this agent and so that notices given to this agent are deemed to have been given to all of the joint and severally liable parties.
- (7) In the case referred to in Paragraph (4) g), the available exhibition space may not be distributed arbitrarily; it must be distributed among all of the applicants with the same prerequisites by a process of random selection. The random selection process must be reviewable and must be disclosed upon request.
- (8) Once the agreement has come into being (cf. section 5 para. (6) of these Terms and Conditions), the organizer may declare his withdrawal from the agreement vis-à-vis the exhibitor if the exhibitor has failed to fully meet financial obligations from previous trade fairs held by the organizer for reasons attributable to the exhibitor despite setting of a grace period by the organiser.  
If the right of withdrawal is exercised on this account, the exhibitor shall not be entitled to any claims against the organiser for exercising such withdrawal.

## **§ 7**

### **Allocation of Space for Exhibition Stands**

- (1) The organizer shall allocate the stand space and announce the hall and stand numbers in writing. The exhibitor's wishes with respect to stands as stated in the exhibitor's application shall be taken into account by the organizer to the best of its knowledge and judgment without recognizing a legal obligation to do so. Objections to the form and size of the stand must be made in writing within seven days of receipt of the stand allocation. If there is no response, the confirmation of participation will be sent.  
  
The chronological order in which the applications are received is not controlling with respect to the allocation of stand space.
- (2) The rented stand space may be moved and changes to the location, type and size of the stand may be made for compelling reasons, and the exhibitor must be promptly informed of this in writing. The trade show/exhibition managers must allocate stand space that is as equivalent as possible to the exhibitor. In this case, the exhibitor shall be entitled to rescind the contract by giving written notice within seven days of receipt of notification of the change, unless the change is insubstantial in light of the overall character of the stand space. The exhibitor has no claim against the organizer if the location of the other stand spaces is different at the start of the trade show or exhibition than it was at the time of admission.

- (3) The trade show/exhibition managers reserve the right to move the entrances and exits, emergency exits and passageways for compelling technical and safety reasons.

## **§ 8**

### **Stand Design**

- (1) The decor of the stand space is the responsibility of the individual exhibitor. However, the organizer's guidelines must be followed to ensure a positive overall impression.
- (2) Notwithstanding the above provisions, the exhibitor must comply with the Technical Guidelines issued by the operator of the trade show premises. If there are inconsistencies in this regard, the provisions of the Technical Guidelines shall take precedence. The Technical Guidelines for the particular trade show location are available for download at [www.cosmetica.de](http://www.cosmetica.de).
- (3) The name and address of the stand occupant must be affixed to the stand in an easily recognizable form for the entire duration of the event.
- (4) The following are the minimum requirements for equipping the stands:
- a) stable back and side walls;
  - b) sign cover at the boundary between the stand and the aisles;
  - c) clean solid flooring on the entire rented stand space (e.g. carpet). The organizer shall be entitled to demand that this be rectified during the setting up of the stand;
  - d) floor coverings in the exhibitor stands may only be fastened to the floor with double-sided tape, which must be removed without leaving residue when the stand is dismantled;
  - e) structural height of the stand: at least 2.50 m;
  - f) island stands (four open sides) and peninsula stands (three open sides) must be freely accessible on all open sides in such a way that at least 50% of each aisle side is not obstructed with superstructures;
  - g) any columns, installations or fire-fighting equipment located in the stand area are part of the allotted stand space and must be freely accessible at all times.
- (5) The boundary of the stand may not be exceeded; the permissible structural height (which varies from 2.50 m to 3.50 m based on the trade show location) may not be exceeded without the express consent of the trade show/exhibition managers. The same applies to setting up particularly heavy exhibition elements, which require foundations or special fixtures. A construction permit, including statics, must be submitted for multi-story trade show stands. The details are governed by the Technical Guidelines.

- (6) Decoration materials must be at least B 1 in accordance with DIN 4102 and they must be Class Cfl-s1, i.e. flame retardant, in accordance with EN 13501-1. This must be confirmed by a test certificate available at the stand.
- (7) In addition to meeting the aforementioned standards, the construction of the stand must also meet the technical guidelines issued by the trade show company at the event site. (The Technical Guidelines are available for download at [www.cosmetica.de](http://www.cosmetica.de).)
- (8) The exhibitors must inform the stand builders they have hired and other third parties of the aforementioned terms and conditions.
- (9) The exhibitor must comply with the fire prevention rules issued for the particular exhibition/trade show hall by authorities with local and subject-matter jurisdiction (e.g. the fire department, the Office for Occupational Safety and Safety Engineering, etc.), particularly with respect to flammable liquids:
  - determination of the maximum amount that can be stored per exhibitor and per day
  - responsibility and control of on-site outsourcing
  - transport
  - use of certain containers and casks for flammable liquids
  - ban on smoking

and other fire safety regulations. This also applies if fire safety regulations must be followed by the organizer and implemented by the individual exhibitor. The exhibitor is not entitled to assert any claims due to restrictions, etc., placed on him due to regulations that must be followed.

- (10) The organizer can demand that exhibition stands without construction permits be modified or removed. If the exhibitor does not comply with such a demand, the organizer can modify or remove the stand at the exhibitor's expense. If the stand must be closed down for the same reason, the exhibitor shall have no claim to a refund of stand rent that has already been paid. The organizer's rights under § 6 (4) b) shall remain unaffected.

## **§ 9**

### **Permitting Third Parties to Use the Stand Space**

- (1) The exhibitor is not entitled to sub-lease some or all of the stand space allotted to him to third parties or otherwise make it available to third parties, to swap stand spaces or to accept orders for other companies. No goods and companies not referred to in the admission may be advertised within the stand space.
- (2) If there is a culpable of Paragraph (1), the exhibitor shall pay 50% of the rent for the stand, as liquidated damages, in addition to the compensation otherwise owed – if the organizer does not avail itself of its rights under § (6) 4) f). The organizer's right to seek additional

damages shall remain unaffected. In all cases, the liquidated damages shall be paid in addition to the exhibitor's other payment obligations and shall not be credited against them.

## **§ 10**

### **Sound Effects and Music, GEMA**

- (1) Sound effects and music are only permitted to the extent that they do not disturb neighboring stand occupants and visitors, do not lead to congestion in the aisles and do not drown out the trade show's own announcement systems in the halls. Loudspeakers are to be positioned so that they can be heard in the exhibitor's own stand space. The sound level shall be maintained at a low level so that other stands and trade show visitors are not exposed to noise pollution and nuisance noise. The rating level may not exceed 70 dB (A) at the boundary of the exhibitor's stand, taking ambient noise into account. The organizer can demand that the sound remain below this rating level if, in the organizer's dutiful discretion, this is considered necessary to avoid noise pollution and/or nuisance noise.
- (2) If the organizer operates a loudspeaker system, the trade show-/exhibition managers reserve the right to make loudspeaker announcements.
- (3) The organizer hereby informs the exhibitor that the latter must obtain approval for musical renditions of all kinds from the appropriate body (GEMA) at his own expense and must pay the resulting fees himself. In all cases, the exhibitor must comply with the provisions of law, particularly copyright law.

## **§ 11**

### **Advertising Materials and Advertising**

- (1) Advertising of any kind, particularly the distribution of printed materials and the soliciting of visitors are only permitted within the stand area – and only to advertise the exhibitor's own goods and services, and not those of third parties.
- (2) The demonstration of machines and equipment, including photographic equipment and fashion, for advertising purposes can be restricted or prohibited, even if permission had previously been granted, in the interests of maintaining the orderly operation of the trade show/exhibition.
- (3) The exhibitor is prohibited from offering, distributing or disseminating, etc., advertising materials on the trade show premises outside of the rented stand. Culpable violations of this obligation will be punished by the forfeiture of liquidated damages of € 500.00 plus VAT tax as well as the regular price according the price list for advertising options for each violation and excluding the defense of continuing violation. This shall not affect the organizer's right to assert additional claims for damages. The forfeited liquidated damages shall not be credited against any additional claims for damages asserted by the organizer.

- (4) The organizer wishes to point out that there is a special advertising offer with an overview of all permissible advertising options, including the option to advertise on site.

## **§ 12**

### **Stand Construction, Maintenance and Cleaning, Stand Dismantlement, Duty of Care toward Third Parties**

- (1) The organizer shall be responsible for allocating the stand space by placing marks and numbers on the floor. The organizer shall not provide any walls or other structures for the COSMETICAs. The exhibitor must complete the stand within the allotted period of time. If construction of the stand has not commenced by 6:00 p.m. on the day before the event, the organizer can otherwise dispose of the stand space (see also § 6 (4) b) and § 6 (4) k). The exhibitor shall have no claim to damages in this regard.

The exhibitor must bear any costs incurred by the organizer in otherwise disposing of the stand space.

- (2) The exhibitor shall stock the stand with the registered goods for the entire duration of the trade show and shall continuously staff it with knowledgeable personnel, unless the stand is expressly rented solely for display purposes. Cleaning the premises, the halls and the aisles is the responsibility of the organizer.
- (3) However, cleaning the stand is the responsibility of the individual exhibitor and must be done daily after the close of the trade show.
- (4) No stand may be vacated, in whole or in part, before the end of the exhibition. Exhibitors who intentionally or negligently do so must pay liquidated damages of one-half of the rent for the stand. These liquidated damages may not be credited against any additional claims asserted by the organizer. The organizer shall be free to seek additional damages.
- (5) The exhibition space shall be returned in its original condition no later than the time set for completing the dismantling process. Mounted materials, foundations, excavations and resulting damage must be completely eliminated. Otherwise, the organizer shall be entitled to have this work done at the expense of the exhibitor. This shall not affect any further claims for damages.
- (6) The exhibitor shall be liable for any damage to the floor, the walls and any materials rented or lent to the exhibitor.
- (7) After the end of the time period set for the dismantling process, stands that have not been removed and trade show/exhibition goods that have not been taken away shall be removed by the organizer at the expense of the exhibitor. Any liability for loss or damage shall be excluded in this case.
- (8) The trade show/exhibition goods may not be carted away after the end of the exhibition if the organizer has asserted a lien against them. Appropriate notice shall be given to the

representatives of the stand renter present at the stand. If the exhibition goods are nevertheless removed, this shall be deemed to be a violation of the lien.

- (9) The exhibitor shall bear the duty of care on the rented stand space toward to all persons who linger there and/or visit the stand. The exhibitor and the service partner he has hired (e.g. the stand construction company) shall be responsible for ensuring that the provisions of the Occupational Safety Act and the accident prevention provisions are fully complied with, particularly during the construction and dismantling of the stand.

### **§ 13**

#### **Technical Services**

- (1) The costs of general illumination of the halls, air-conditioning and heating shall be borne by the organizer. The individual needs of the trade show stands (e.g. electricity, water) can be ordered using the service documents that can be downloaded from [www.cosmetica.de](http://www.cosmetica.de). Equipment and consumption shall be charged to the exhibitor. The relevant service provider's contract terms and Standard Terms of Business shall apply.
- (2) Connections and equipment that do not conform to the relevant provisions or whose consumption is higher than reported can be removed by the relevant service provider on site or removed from operation at the expense of the exhibitor. The stand renter shall be liable for all losses incurred through the use of unreported connections and connections not installed by exhibition installers.
- (3) The organizer shall not be liable for breakdowns, interruptions or fluctuations in the supply of gas, water, telecommunications or electricity and the consequences thereof, unless the organizer can be accused of grossly negligent or intentional acts.

### **§ 14**

#### **Providing Security**

- (1) The organizer shall be responsible for providing general security for the premises and the halls without assuming liability for loss or damage. However, liability is not excluded to the extent that the organizer has acted with wrongful intent or gross negligence.
- (2) The exhibitor himself is responsible for supervising and guarding the individual stands. However, only the organizer's security company is permissible, if needed. This also applies during set-up and dismantling periods as well as before the start and after the end of the exhibition.

### **§ 15**

#### **Transportation and Acceptance of Exhibition Goods**

To ensure that the transportation of goods to and from the trade show runs smoothly, such goods should be delivered to the trade show's freight forwarder "freight prepaid" and "free of costs." The organizer is not obliged to receive consignments for the exhibitor and is not liable for any resulting damages due to loss, wrong delivery or late delivery. The exhibitor is also not entitled to designate the organizer as the recipient of consignments of goods. In the event of a violation, the exhibitor shall reimburse the organizer for all expenses, particularly freight costs, incurred by the acceptance and, if necessary, storage of the goods. No claims can be asserted against the organizer if it accepts such consignments without checking whether they are proper and complete, fails to check freight invoices and forwarding invoices or fails to properly store the goods.

## **§ 16**

### **Photographing and Filming, Recording for Radio and Television in the Event Areas**

- (1) Only companies approved by exhibition management may engage in commercial photography and filming on the exhibition premises.
- (2) The recording or transmission of an event for radio, film or television in the event area requires the permission of the organizer. The granting of such permission is within the dutiful discretion of the organizer.
- (3) The organizer shall be entitled to have photos, drawings and films made of exhibition happenings, particularly of the stands and the items exhibited, and to use them for advertising purposes or press publication. The exhibitor cannot object to this. The same applies to recordings made directly by the press or by television with the consent of the organizer.

## **§ 17**

### **House Rules**

- (1) The organizer has domiciliary rights on the exhibition premises and can issue house rules.
- (2) The exhibitor and his employees may not enter the premises and the halls until two hours before the start of the exhibition. They must leave the hall and the premises no later than one hour after the close of the exhibition. Sentence (1) of this paragraph applies to set-up times.
- (3) Spending the night on the exhibition premises is not permitted.
- (4) Smoking is prohibited in the trade show halls.
- (5) All fire detectors, hydrants, smoke flaps, electrical distribution cable and switchboard cable, telephone switchboards and supply and exhaust vents for heating and ventilation systems must remain unobstructed and freely accessible.

- (6) The marked emergency exits and the routes to them may not be obstructed or narrowed or blocked by items of any kind.
- (7) Flammable packaging materials and transport containers may not be stored within the rented stand space. Large canisters, containers, etc., must be stored with the freight forwarder, if necessary.
- (8) Placing nails or tacks into walls, floors, tables and screens is not permitted. Taping with fully removable adhesive tape is permitted. The trade licensing and regulatory authorities, police and fire department and the agents of the exhibition managers shall be entitled to issue instructions within the framework of the statutory safety provisions. Their representatives shall be granted access to safety devices and technical equipment and the exhibition stands at any time for inspection purposes (e.g. TÜV, fire department, food inspector).
- (9) Animals may only be brought onto the trade show premises with the prior consent of the organizer.

## **§ 18**

### **Exhibitor's Failure to Man the Stand**

- (1) If, after sending in his application but before receipt of the organizer's confirmation, the exhibitor rescinds the offer despite being bound by it ("cancellation"), the exhibitor must pay the organizer a flat fee of € 300.00 plus VAT for its expenditures, unless the exhibitor can prove that the organizer suffered no loss or that the organizer's loss was significantly lower than the flat fee. The organizer reserves the right to seek higher damages or to assert additional claims in lieu of the flat fee in an individual case.
- (2) If, before receipt of the confirmation of participation, the organizer makes use of its right under § 6 (4) d) (refusal of admission) due to payment arrears, the exhibitor shall, at the request of the organizer, pay 25% of the rent for costs already incurred by the organizer, instead of the flat fee referred to in § 18 (1), if the stand space can still be rented to another exhibitor.

In the case referred to in (1), the exhibitor shall be granted the right to prove that the organizer suffered no damages or lesser damages.

The organizer shall be entitled to seek higher damages in an individual case instead of the 25% liquidated damages.

- (3) After the exhibitor's contract has been signed (see § 5 (6)), the exhibitor must use the allotted stand space and pay the agreed-upon rent for the stand. If the exhibitor is prevented from using the rented space due to personal reasons or reasons within his area of risk, he shall not be released from his obligation to pay rent for the stand. Expenses saved by the organizer, should there be any, shall be taken into account so as to reduce the debt. If the exhibitor gives notice of rescission (cancellation) after the signing of the contract, the latter shall pay a processing fee of € 300.00 plus VAT to the organizer,

unless the exhibitor can prove that the organizer suffered no loss or that the organizer's loss was lower than the flat fee. The organizer shall be entitled to seek higher damages or to assert additional claims (full rent) in lieu of the flat fee in an individual case.

To the extent that the organizer suffers damages because the exhibitor does not use the agreed-upon stand space for reasons that are within the exhibitor's sphere of responsibility or risk, the exhibitor shall be required to pay compensation for any additional damages beyond the obligation to pay the agreed-upon rent. This applies, for example, if the space not used by the exhibitor cannot be re-rented and then, to avoid empty space, a resting zone with or without plants, a cafe, or the like is set up (for example). In addition to his existing obligation to pay the rent for the stand, the exhibitor shall also be obliged to reimburse the organizer for the organizer's resulting costs and expenditures in this regard. The exhibitor is entitled to demand that the organizer provide proof of the relevant costs and expenditures. The organizer shall be entitled to determine the services in accordance with § 315 BGB and shall, in the exercise of its dutiful discretion, keep the costs and expenses within reasonable bounds and not disproportionate.

## **§ 19**

### **Changes after the Signing of the Contract**

- (1) Unforeseen events, which make it impossible to hold the trade show/exhibition as planned and which are not the organizer's responsibility, shall entitle the organizer:
  - a) to cancel the trade show/exhibition before it opens;
  - b) to postpone the trade show/exhibition; exhibitors who prove that this results in an overlap with another trade show/exhibition already scheduled by them can rescind the contract;
  - c) to shorten or terminate the trade show/exhibition; the exhibitor cannot demand to be released from the contract, however, the rent for the stand will be reduced proportionately;
  - d) to rescind the exhibition contract before the start of the trade show/exhibition; in this case, any payments already made under the exhibition contract shall be refunded to the exhibitor; or
  - e) to allot a different stand space than originally allotted to the exhibitor in accordance with § 7 (2).
  - f) In all of the aforementioned cases under a) to d), the organizer shall inform the exhibitor as soon as possible that the trade show/exhibition will not be held as planned for reasons not attributable to the organizer. The organizer shall also send additional notices/declarations to the exhibitor as soon as possible.

The provisions of this Paragraph 1 shall also apply if a trade show company cancels the event for reasons that are not the responsibility of the trade show company or the organizers.

- (2) In all of the cases covered by Paragraph (1), the exhibitor shall have no claims for damages against the organizer on any legal ground whatsoever, unless the failure to hold the trade show/exhibition as planned is based on grounds that the organizer brought about through grossly negligent or intentional conduct or by intentional or negligent breach of a cardinal contractual obligation.
- (3) If the exhibitor exercises a right to which he is entitled to rescind or terminate the rental agreement or if the organizer and the exhibitor mutually agree to cancel the rental agreement, the exhibitor shall pay rent in proportion to the time he used the rented space and shall reimburse the organizer for expenses and costs incurred and expenditures made.

## **§ 20**

### **Components of Stand Space Rent**

- (1) The rents for row, corner, peninsula and island stands and the additional environmental contribution, flat-rate media fee (for a basic entry in the alphabetical list of exhibitors, listing in the product category index, listing of brands on electronic media and in the trade show flyer and inclusion on the hall maps) and other contributions/costs are specified in the exhibitor's application. The terms and conditions for special areas can be found in the offer. Protrusions, columns, posts, pillars and the like as well as areas for utility connections will be included in the calculation. In general, the organizer only provides a stand with a minimum space of 9 m<sup>2</sup>. The organizer may rent a space smaller than the minimum size in an individual case if this is necessitated by the layout planning due to a particular situation. When calculating the stand space, all areas not at right angles will be treated as if they had right angles.
- (2) Exhibitors will be given advance notice of the costs of connection to any public utilities requested by the exhibitor and other ancillary services, such as the delivery of water, electricity, etc., upon request.
- (3) The costs of additional exhibitor's passes (see § 22) and additional entries in the trade show flyer (see § 23) and the environmental contribution will be charged separately or together with the rent for the stand.

## **§ 21**

### **Payment Terms, Default Interest, Prohibition on Set-Off, Right of Withholding, Organizer's Lien**

- (1) Invoiced amounts shall be due and payable immediately upon receipt of the invoice, while respecting the specified payment period. Exhibitors who pay the stand rent on site at the trade show must pay a fee of € 100 plus statutory VAT in addition to the price of the stand for the additional administrative expense.
- (2) The exhibitor shall be in default if he does not make payments within the payment period indicated on the invoice. During the period of default, the exhibitor must pay interest on its monetary obligation in the amount of 9% above the base interest rate per annum. The organizer may also seek additional damages. The organizer shall be entitled to prove and seek higher default interest damages.
- (3) The exhibitor may not set off counterclaims of any kind, unless the counterclaim being set off is uncontested by the organizer, acknowledged, adjudged final and absolute as a matter of law or ready for decision.
- (4) The same applies to the assertion of a right of withholding (see § 21 (3)) by the exhibitor.
- (5) The organizer holds a landlord's lien against all exhibition goods brought onto the premises for all unsatisfied obligations and resulting costs.
- (6) The organizer shall not be liable for any damage or loss for which it was not at fault and can enforce the lien by private sale after giving written notice. The organizer presupposes that all items brought onto the premises by the exhibitor are his unrestricted property and are subject to his unrestricted power of disposition.

## **§ 22**

### **Exhibitor's Passes**

The exhibitor shall receive an allotment of exhibitor's passes free of charge, depending on the size of the stand reserved. At the request of the exhibitor, the organizer shall provide additional exhibitor's passes for an appropriate charge. Exhibitor's passes may only be issued for the exhibitor, his stand personnel and stand representatives. Exhibitor passes must neither be sold to third parties nor made available in any other manner whatsoever. In case of misuse, the organizer reserves the right to withdraw the exhibitor passes and may charge and invoice for the exhibitor passes initially provided to the exhibitor free of charge such amount that equals the entry price as measured by the duration and extent of such misuse and would have to be paid by third parties for visiting the trade fair. If the exhibitor violates his obligation to not provide third parties with passes once again, the organizer shall be entitled to terminate the exhibitor agreement with immediate effect.

## **§ 23**

### **Exhibition flyer/Electronic Media**

The organizer shall list the exhibitor in the trade show flyer and in the electronic list of exhibitors. The exhibitor must provide the name of the company or the owner of the exhibitor, as it wishes it to be published, as necessary information for the list. In addition, the exhibitor must indicate whether it operates in the area of manufacturing, sales, or education, or is an association and which goods and merchandise from which product groups and which brands/company name goods will be exhibited. The trade show flyer will be issued online as an e-paper trade show flyer at [www.cosmetica.de](http://www.cosmetica.de) before the date of the trade show. There shall be no liability for any inaccuracies in the entries unless the erroneous or incomplete entries were due to at least gross negligence on the part of the organizer.

## **§ 24 Liability**

If the organizer's performance is deficient, the organizer shall honor its warranty initially by providing supplementary performance. If this supplementary performance is unsuccessful, the exhibitor can generally demand a reduction of the price (price reduction) or rescission of the contract (rescission) at his option. The exhibitor shall have no claim if the deviation from the contract is minor, particularly if the deficiency is minor. The exhibitor shall receive no guarantees in the legal sense. If the exhibitor chooses to rescind the contract due to a legal defect or defect in quality after supplementary performance has failed, he shall have no additional right to claim damages for the defect. The exhibitor must promptly report obvious defects in writing no later than 24 hours after the start of the exhibition/trade show. Otherwise, the exhibitor shall be barred from making a warranty claim. The exhibitor shall bear the full burden of proof with respect to all of the prerequisites of the claim, particularly with respect to the defect itself, the time of discovery and the timeliness of the complaint. The exhibitor must give notice of hidden defects promptly after discovery. Otherwise, the exhibitor shall be barred from making a warranty claim. In other respects, the aforementioned provisions regarding obvious defects shall apply *mutatis mutandis*. The organizer assumes no liability for exhibition items and stand equipment, property damage and personal injury, unless the organizer, its representatives or agents can be charged with gross negligence or wrongful intent or breach of a key (cardinal) contractual obligation. To the extent that there was no intentional breach of contract, liability for damages shall be limited to typical foreseeable losses. If a warranted quality or a given guarantee are absent, the organizer shall be liable in accordance with the provisions of law. The above limitations of liability do not relate to claims made by the exhibitor due to product liability or to personal injury, loss of life or impairment of health attributable to the organizer.

## **§ 25 Insurance, Indemnification**

- (1) The exhibitor shall indemnify the organizer against any liability claims by his employees, members or agents or the visitors to his stand and other third parties for damages in

connection with the use of the rented stand or visits to it, unless the event causing the damage was due to the organizer's wrongful intent or gross negligence or was based on the breach of a cardinal contractual obligation by the organizer.

- (2) The exhibitor waives its own liability claims against the organizer as well as any recourse claims against the organizer and its employees or agents if claims are asserted against the exhibitor, unless there is wrongful intent or gross negligence on the part of the organizer or the ground for liability is based on the [breach] of a cardinal contractual obligation or the absence of a warranted quality.
- (3) The exhibitor shall purchase adequate liability insurance, which also covers indemnification claims. In addition, the organizer recommends that the exhibitor also purchase exhibition insurance to cover transport risk and trip risk.
- (4) The exhibitor himself is responsible for the visual design and content of his stand and the advertising claims, etc., made by him during the trade show. The exhibitor shall indemnify the organizer against all legal claims asserted against the organizer by third parties, particularly claims under the laws governing competition, copyrights, trademarks, and registered designs, due to the exhibitor's commercial presentations at the trade show.

## **§ 26**

### **Preclusion Period, Limitation Period**

- (1) Claims by the exhibitor against the organizer, which are not asserted in writing two months after the close of the exhibition at the latest, are excluded, unless the claim is based on the intentional or grossly negligent conduct of the organizer, its employees or agents. Due to the rapid dismantling of all stands, quick clarification of the matter is in the interests of all involved.
- (2) In other respects, claims by the exhibitor, on whatever legal ground, shall be time-barred one year after the close of the event. The latter does not apply to bodily injury, loss of life or impairment of health for which the organizer, its employees or agents are responsible. The provisions of the Product Liability Act remain unaffected.

## **§ 27**

### **Text-Form Clause, Communication, Place of Performance, Jurisdiction, Applicable Law, Dispute Settlement Proceedings**

- (1) All agreements entered into between the organizer and the exhibitor arising from and in connection with participation in the trade show and the exhibitor's contract must be in text form. This shall also apply to modifications of and amendments to the exhibitor agreement and this text form clause. Verbal promises by the organizer are only binding if a legal representative has acted for the organizer. Termination of the contract, notice of rescission and any agreement terminating the relationship by mutual consent must be in writing.

Telecommunications transmission by e-mail or fax or transmission by regular mail are sufficient to comply with the written form required by the transaction.

- (2) The organizer also uses e-mails as its standard means of communication and will send informational texts to the exhibitor's business e-mail address designated in the application form, while also sending them to multiple exhibitors at the same time as "blind copies."

The exhibitor can send messages to the organizer's e-mail address, [messe@cosmetica.de](mailto:messe@cosmetica.de), or to the personal e-mail address of the relevant project manager.

- (3) The place of performance for the exhibitor's payments is Gaggenau.

For transactions with merchants, the competent courts in Baden-Baden shall have exclusive jurisdiction over all disputes directly or indirectly arising from the contractual relationship, including actions on bills of exchange and checks. Ki is neither willing nor obliged to take part in any dispute settlement proceedings before any consumer arbitration body, unless there is a legal obligation to participate.

- (4) German substantive law alone shall apply to these Terms and Conditions and to the entire legal relationship between the organizer and the exhibitor or their respective legal successors, excluding the provisions of German international private law.

## **§ 28**

### **Data Protection Clause**

The organiser shall process personal data of the exhibitor only where the exhibitor has given its consent or this is ordered or permitted acc. to the German Federal Data Protection Act (Bundesdatenschutzgesetz - BDSG), the EU General Data Protection Regulation (GDPR) or any other legal regulation. The data shall be used to implement the contract and to submit offers by mail. The Privacy Policy is available at [www.cosmetica.de](http://www.cosmetica.de) under the link "Privacy Policy" at any time.

Data shall only be passed on to third parties who are directly involved in the event implementation and where the organisational process so requires (e.g. organisers, congress centre, sub-supplier for the trade fair / presentation services).

By signing the exhibitor registration provided by the organiser, the respective signatory shall give their consent that the information provided by it on its identity may be collected, stored, processed and, according to the respective requirements, passed on to third parties, e.g. congress centre, organisers, sub-suppliers, as part of implementing the respective event.

In cases in which they makes advances, the organiser reserves the right to transfer the exhibitor's last name, first names, if appropriate, and full address for credit assessment purposes to the credit bureau Karlsruhe Bliss & Hagemann GmbH & Co. KG, Kriegsstr. 236 - 240, 76135 Karlsruhe. The organiser shall also transfer data on the non-contractual implementation of any contractual relationship acc. to point (f) of Art. 6(1) of the GDPR.

Gaggenau, 06.10.2023

KOSMETIK international Messe GmbH

Local Court of Mannheim HRB 522 488

Registered office: Gaggenau