

General Terms and Conditions GTC

1. Contracting parties

- 1.01 IMAG GmbH, in the following referred to as IMAG
P.O. Box 82 05 40, 81805 München, Germany
- 1.02 Company applying for the attendance in an event as exhibitor, in the following referred to as exhibitor

2. Application and admission as exhibitor

- 2.01 In order to take part, the exhibitor must complete and submit the official application form to IMAG before the closing date. The exhibitor thereby accepts the General Terms and Conditions. The application is legally binding. Conditions imposed by exhibitors are not accepted.
- 2.02 The closing date for applications is indicated in the application form.
- 2.03 IMAG confirms receipt of the application in writing. The application and confirmation of its receipt do not give the exhibitor a legal claim to admission nor to a certain stand size or location. IMAG can, in particular, reduce the number of square meters requested by the exhibitor, if demand for exhibition space exceeds the space available.
- 2.04 IMAG decides on the exhibitor's and exhibits' admission. Exhibitors do not have a legal claim to admission, unless the law provides for such a claim.
In general, the exhibitor's attendance is subject to
 - the availability of exhibition space,
 - his fulfilment of these General Terms and Conditions, the Special Terms and Conditions as well as technical regulations and
 - him offering and presenting products or services matching the event's nomenclature.
- 2.05 Companies that have not fulfilled their financial obligations for previous events may be excluded from admission.
- 2.06 IMAG reserves the right to deviate from the type, size and location of the exhibition area requested by the exhibitor, to exclude certain exhibits from admission and to make admission subject to certain conditions.
- 2.07 After admission, IMAG may change space allocations, and in particular change the location, type, dimensions and size of the exhibition area rented by the exhibitor, insofar as this is necessary for reasons of safety or public order, or because the exhibition is oversubscribed and further exhibitors must be admitted or because changes in assignments of exhibition space ensure that the facilities and space required for the exhibition are used more efficiently. Should such subsequent changes result in a lower attendance fee, the difference in amount will be refunded to the exhibitor. Further claims against IMAG are excluded.
- 2.08 If, after admission, IMAG is compelled by circumstances beyond its control, such as an order by the event venue's authorities, to relocate or change individual stands or entrances, aisles and exits, exhibitors cannot make claims against it.
- 2.09 The rental contract comes into force after IMAG has admitted the exhibitor to the event. The exhibitor must pay the attendance fee even if, for example, the exhibitor's import wishes are not, or not fully, fulfilled by the authorities concerned, the exhibits do not arrive in time (for example, as a result of loss, transport or customs delays) or do not arrive at all for the event, or entry visas are not available in time for the exhibitor or his representatives.
- 2.10 IMAG is entitled to allocate to other participants stands which the exhibitor or his representative have not occupied 24 hours before the beginning of the event, without the exhibitor having a right to withdraw from or terminate the contract or make any other claims, in particular for damages, against IMAG.
- 2.11 IMAG is entitled to revoke admission based on incorrect or incomplete statements by the exhibitor or if, at a later date, the exhibitor no longer fulfils the conditions for admission.

3. Co-exhibitors

- 3.01 Stand areas are let only as a single unit and only to a single exhibitor as a matter of principle. However, the exhibitor is entitled to have co-exhibitors at his stand, provided he has registered them with IMAG and obtained IMAG's prior written consent. IMAG does not give its consent until the co-exhibitors concerned have accepted, in writing, the General Terms and Conditions. Co-exhibitors are subject to the same terms and conditions as main exhibitors.
- 3.02 A compulsory attendance fee for each co-exhibitor applies as stipulated in the Special Terms and Conditions.
- 3.03 The main exhibitor is liable for the debts and negligence of his co-exhibitors and their employees.

4. Terms of payment

- 4.01 When applying to take part, a down payment must be made on the attendance fee expected; the amount is indicated in the application form. If the exhibitor is not admitted, the down payment is being reimbursed.
- 4.02 After receiving the invoice for the attendance fee, the total amount minus the down payment becomes due. The terms of payment in the notice of admission/on the invoice must be observed.
Exhibitors may occupy their exhibition area only if the invoice has already been paid in full.
- 4.03 If the exhibitor should subsequently change its contact details or wish to have an invoice re-issued, a handling fee becomes due as mentioned in the application form. As stipulated in the Special Terms and Conditions, handling fees and reimbursement may apply also in cases of other subsequent changes demanded by the exhibitor and resulting in additional expenditure of work for IMAG.
- 4.04 If, despite being given a warning and extra time, the exhibitor does not observe the terms of payment, IMAG is entitled to withdraw from the contract and allocate the stand area to another participant.
- 4.05 The exhibitor is responsible for all taxes which may occur in the country where the exhibition takes place. In case such taxes are levied, the exhibitor has to pay them in addition to the attendance fee. The exhibitor is not allowed to withhold any part of the attendance fee.
- 4.06 Invoices are being sent electronically.

5. Assignment, set-off, lien

The assignment of claims against IMAG, offsetting against the attendance fee and the enforcement of a lien are excluded.

6. Cancellation of the contract

6.01 IMAG is entitled to withdraw from the contract if composition or bankruptcy proceedings have been instituted against the exhibitor's assets. The exhibitor must inform IMAG thereof immediately.

6.02 If the exhibitor cancels his attendance, the fees specified in the Special Terms and Conditions fall due.

6.03 Apart from the right to terminate a contract specified by law, the exhibitor is not entitled to withdraw from the contract or to reduce the stand size unilaterally. If the exhibitor does not occupy the exhibition area allocated to him, he must pay the expenses mentioned in the Special Terms and Conditions. Should the exhibitor declare his withdrawal from the event, IMAG is entitled to otherwise dispose of the rented space.

7. Stand equipment, design and lettering

The exhibitor undertakes to provide adequate stand constructions on its entire exhibition space during the entire event.

The equipment and individual design of the stands are the exhibitor's concern in as far as they exceed the scope specified in the Special Terms and Conditions.

The construction regulations applicable at the event's venue as well as IMAG's construction guidelines must be observed.

They are included in IMAG's Exhibitor Manual which is sent to the exhibitor accompanying the notice of admission.

The exhibitor undertakes to coordinate its stand design with IMAG before the event. IMAG is entitled to remove or change at the exhibitor's expense a stand if its design does not comply with the construction regulations applicable at the event's venue or with IMAG's construction guidelines.

8. Warranty

Complaints about any defects regarding the stand or exhibition area are to be made in writing to IMAG immediately upon notice, at the latest on the last day of assembly, so that IMAG can remedy such defects. Later complaints cannot be considered and cannot give rise to claims against IMAG.

9. Exhibits, stand personnel

Highly flammable or strong-smelling exhibits or those whose demonstration involves noise may be exhibited only with IMAG's prior consent in written form. Exhibits may not be removed during the course of the event. The exhibitor undertakes to provide qualified stand personnel during the entire event.

10. Transport, assembly and dismantling of exhibits and stand equipment

The transport of exhibits to the exhibition stand and back, the storage of packaging, the use of lifting and carrying equipment, the employment of staff for packing and unpacking, the assembly and dismantling of exhibits, repacking and other associated activities are solely the exhibitor's concern. IMAG assumes no liability regarding these activities.

IMAG may prescribe, with binding force, a forwarding agent to carry out transportation within the exhibition grounds or from the port of arrival.

11. Liability and insurance

11.01 IMAG is liable for damage caused intentionally or by gross negligence of its employees. In the case of negligence, IMAG is liable only for the infringement of contractual obligations, in particular those relating to essential services. In the case of negligence, IMAG is not liable for consequential damage and is otherwise liable only for a maximum of three times the net attendance fee. The aforementioned limitations of liability apply only to traders and legal persons; they do not apply for the benefit of IMAG's employers' liability insurance.

11.02 In the case of exhibitors being traders, IMAG is under no circumstances liable for damage to or loss of goods brought to the event by exhibitors, stand fittings or furnishings. This applies irrespective of the damage or loss occurring before, during or after the event.

11.03 Exhibitors for their part are liable for any culpable damage to persons and property caused by themselves, their employees, their representatives, their exhibits or equipment.

11.04 Exhibitors solely are responsible for the safety of their stands and personnel during assembly, the actual event and dismantling.

11.05 Force majeure, cancellation of the event

If IMAG is compelled, as a result of force majeure or other circumstances beyond its control (e.g. failure of the power supply), to vacate one or more exhibition areas temporarily or for longer periods, or to postpone or curtail the event, the exhibitors do not thereby acquire the right to withdraw from nor cancel their attendance, nor do they have any other claims against IMAG, in particular claims for damages.

If IMAG cancels the event because it cannot hold the event as a result of force majeure or other circumstances beyond its control, or because it has become unreasonable for IMAG to hold the event, IMAG is not liable for resulting damages and disadvantages to exhibitors arising from the cancellation of the event.

12. Circulars

When the stand areas have been allocated, exhibitors will be informed by circulars about preparations, attendance and the event. Exhibitors solely are responsible for any consequences that arise as a result of ignoring the contents of these circulars and are responsible to facilitate receiving these circulars.

13. Data protection

13.01 Personal data, which have been collected from or sent by the exhibitor, may be used to fulfil the business purposes of IMAG within the context of the statutory data protection regulations.

13.02 IMAG and its affiliated companies, as well as its foreign representative offices, some of which are situated outside of the EU and the EEA, are also authorised to use these personal data to provide information on a regular basis about the services of IMAG and its affiliated companies, as well as its foreign representative offices, by letter, e-mail, telephone or telefax.

13.03 The exhibitor shall ensure the data protection requirements of the foregoing uses with appropriate measures (e.g. consent of its employees).

The exhibitor is liable to IMAG for damages and expenses from the infringement of this undertaking and indemnifies IMAG upon first request for relevant third-party claims.

13.04 Some services which are necessary for the exhibitor's attendance in the exhibition will be rendered by third parties (e.g. freight forwarder, travel agency, catalogue publisher). IMAG is entitled to inform such third parties about the exhibitor's application and to transfer the relevant data.

14. Proviso

14.01 Regulations and guidelines of the authorities responsible in the host country, which deviate from these General Terms and Conditions, the Special Terms and Conditions or any of IMAG's individual regulations, or that impose additional restrictions, always have priority. The event organizers or the lessor of the exhibition grounds and IMAG are not liable for damages and other disadvantages sustained by the exhibitor.

14.02 The event organizers, respectively IMAG, are entitled to postpone, curtail, extend or cancel the event, as well as to close it temporarily or finally in individual parts or in its entirety, if unforeseen circumstances, such as force majeure, natural catastrophe, war, public disorder, strike, breakdown or obstruction of transportation or telecommunications, demand such a measure.

Exhibitors do not thereby acquire the right to withdraw from or cancel their contracts. If the event is postponed, curtailed, extended or closed, the exhibitor cannot claim for resulting damages. If the event is cancelled, neither the organizers nor IMAG are liable for damages or other disadvantages sustained by the exhibitor. Upon IMAG's demand, the exhibitor is obliged to bear an appropriate share of the costs incurred for the preparation of the trade fair or joint presentation. IMAG determines the share to be paid by each exhibitor.

15. Final provisions

15.01 The range of services covered by the attendance fee is described in the Special Terms and Conditions and, if applicable, in IMAG's Exhibitor Manual.

15.02 If the exhibitor has commissioned IMAG to perform services subject to a charge, which are outside the scope of the Special Terms and Conditions and the services listed in IMAG's Exhibitor Manual, he will be invoiced for the costs incurred.

15.03 All verbal agreements, individual and special arrangements are valid only with IMAG's written confirmation.

15.04 For both parties, the rights and obligations arising from this contractual relationship are governed by the law of the Federal Republic of Germany.

15.05 Munich is the place of performance for all financial obligations. The Munich courts shall have jurisdiction for all litigations arising from the contract if the contracting parties are traders, legal persons under public law or a special fund under public law, or at least one of the contracting parties does not fall within the general jurisdiction of the German courts. The same shall apply if, after conclusion of the contract, one of the contracting parties moves his place of residence or customary place of abode from Germany, or his personal whereabouts are not known at the time of bringing an action.

15.06 All the exhibitor's claims against IMAG lapse after a period of six months from the end of the month in which the closing date of the event falls.

15.07 The contract and any modifications thereto must be made in writing. Should one or several of the aforementioned conditions become invalid in whole or in part, the other conditions will remain effective. These are to be interpreted in such a way that the aim and purpose of the contract remain unaffected.

IMAG GmbH, Munich, 10 February 2021