

## GeoTHERM **digital** expo & congress

24. + 25. Juni / 24. + 25. June 2021

Messe Offenburg-Ortenau GmbH  
Postfach 21 10 | D-77611 Offenburg  
geotherm@messe-offenburg.de  
FAX +49 (0)781 9226-277

### Aussteller/Exhibitor

Firma  
Company \_\_\_\_\_

Inhaber / Geschäftsführer  
Owner/Managing Director \_\_\_\_\_

Straße / Nr.  
Street / P.O. Box \_\_\_\_\_

PLZ / Ort  
Country/Postal Code/City \_\_\_\_\_

Telefon  
Telephone \_\_\_\_\_

Fax \_\_\_\_\_

E-Mail \_\_\_\_\_

Web \_\_\_\_\_

USt Identifikations-Nr.  
Value Added Tax No. \_\_\_\_\_

Handelsregister Nr.  
Register of Companies No. \_\_\_\_\_

### Wird vom Veranstalter ausgefüllt/to be completed by organizer

Kd-Nr. \_\_\_\_\_

Halle/FG \_\_\_\_\_ Stand-Nr. \_\_\_\_\_

Größe \_\_\_\_\_

Stand-Art / Preis \_\_\_\_\_

### Branche/Industry

Branchenschlüssel siehe Anhang / industry code please see annex

### Kontakt/Contact

Kontaktperson  
Contact Person \_\_\_\_\_

Telefon  
Telephone \_\_\_\_\_

Mobil \_\_\_\_\_

E-Mail \_\_\_\_\_

### Ausstellungsprodukte & -dienstleistungen/Exhibits

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Standpaket / Booth Packages

Bitte wählen Sie ein Standpaket (Abbildungen und Ausstattung finden Sie auf der folgenden Seite)

Please select a booth package (for images and equipment, see the following page)

- |  |                                       |                 |                          |
|--|---------------------------------------|-----------------|--------------------------|
| • Digitaler Stand   Paket 1   klein    | virtual booth   package 1   small     | <b>550 EUR</b>  | <input type="checkbox"/> |
| • Digitaler Stand   Paket 2   mittel   | virtual booth   package 2   medium    | <b>750 EUR</b>  | <input type="checkbox"/> |
| • Digitaler Stand   Paket 3   groß     | virtual booth   package 3   large     | <b>950 EUR</b>  | <input type="checkbox"/> |
| • Digitaler Stand   Paket 4   exklusiv | virtual booth   package 4   exclusive | <b>1200 EUR</b> | <input type="checkbox"/> |

### Folgende Leistungen sind im Paketpreis eingeschlossen:

• Interneteintrag • Eintrag im virtuellen Standplan / Firmenverzeichnis • ein Booth Manager-Zugang • zwei Besucherzugänge inkl. Kongressteilnahme • digitales Marketingpaket

### Following services are included in the package price:

• internet entry • entry in the virtual stand plan / company directory • one booth manager access • two visitor accesses incl. congress participation • digital marketing package

### Anmeldeschluss ist der 31. Mai 2021/Deadline: 31 May 2021

Mit Abgabe dieser Anmeldung werden die Besonderen Ausstellungsbedingungen der GeoTHERM anerkannt. Für alle Leistungen werden mit den Technischen Unterlagen Bestellscheine mit Angabe der Preise und Lieferbedingungen übersandt. Die Technischen Grundlagen und ihre Richtlinien sind Vertragsbestandteil Ihrer Beteiligung.

*By signing this registration form the Special Terms and Conditions for Exhibiting at the GeoTHERM are recognised. The Technical Documentations and the provisions they contain are an integral part of the contract concerning your participation.*

**\*Der Unterzeichner erklärt sich ausdrücklich als für die rechtsverbindliche Abgabe dieser Anmeldung bevollmächtigt.**

**\*The signatory declares himself duly legally authorized to submit this application form.**

Ort, Datum/City, Date

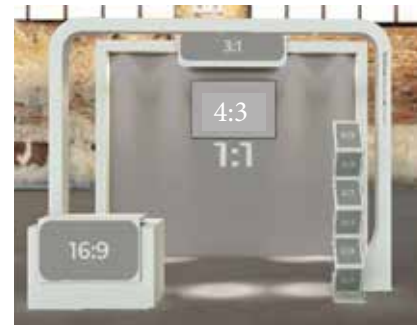
Stempel und rechtsverbindliche Unterschrift\*/Signature, Stamp\*

# Hier finden Sie die technischen Daten der Präsentationsmöglichkeiten an Ihrem digitalen Stand Here you will find the technical data of the presentation possibilities at your digital stand

## Digitaler Stand - Paket 1 - klein | virtual booth - package 1 - small

Technische Details - Präsentationsmöglichkeiten | technical details - presentation options

· Rückwand / Back wall	1:1	Bild / image 1024x1024 px (JPG/PNG)
· Logo oben / logo top	3:1	Bild / image 768x256 px (JPG/PNG)
· Screen / screen	4:3	Video unter / under 100 MB (MP4) oder / or Bild / image 1280x960 px (JPG/PNG)
· Counter / counter	16:9	Bild / image 1280x720 px (JPG/PNG)
· Prospektständer / brochure stand	2:3	Bild / image 512x768 px (JPG/PNG)



## Digitaler Stand - Paket 2 - mittel | virtual booth - package 2 - medium

Technische Details - Präsentationsmöglichkeiten | technical details - presentation options

· Rückwand / Back wall	2:1	Bild / image 2048x1024 px (JPG/PNG)
· Logo oben / logo top	3:1	Bild / image 768x256 px (JPG/PNG)
· Screen / screen	16:9	Video unter / under 100 MB (MP4)
· Counter / counter	16:9	Bild / image 1280x720 Pixel (JPG/PNG)
· Prospektständer / brochure display	2:3	Bild / image 512x768 Pixel (JPG/PNG)
· Rollup / Rollup	1:2	Bild / image 512x1024 Pixel (JPG/PNG)



## Digitaler Stand - Paket 3 - groß | virtual booth - package 3 - large

Technische Details - Präsentationsmöglichkeiten | technical details - presentation options

· Rückwand / Back wall	3:1	Bild / image 3072x1024 px (JPG/PNG)
· Logo oben / logo top	3:1	Bild / image 768 x 256 px (JPG/PNG)
· Screens / screens	16:9	Video unter / under 100 MB (MP4)
· Counter / counter	16:9	Bild / image 1280 x 720 px (JPG/PNG)
· Fläche neben Counter / Display area next counter	1:1	Bild / image 1024x1024 px (JPG/PNG)
· Prospektständer / brochure stand	2:3	Bild / image 512x768 px (JPG/PNG)
· Rollup / Rollup	1:2	Bild / image 512x1024 px (JPG/PNG)



## Digitaler Stand - Paket 4 - Exklusiv | virtual booth - package 4 - exclusive

Technische Details - Präsentationsmöglichkeiten | technical details - presentation options

· Counter / counter	16:9	Bild / image 1920x1080 px (JPG/PNG)
· Logo oben / logo top	16:9	Bild / image 1280x720 px (JPG/PNG)
· Logo rechts/links Logo right / left	4:3	Bild / image 1365x1024 px (JPG/PNG)
· Screen / screen	16:9	Video unter / under 100 MB (MP4) oder / or Bild / image 1024x578 Px (JPG/PNG)
· Rollup im Foyer / Rollup in the foyer	1:2	Bild / image 512x1024 px (JPG/PNG)
· 10 kostenfreie Codes für 1-Tages Besuchertickets für Ihre Kunden / 10 free codes for 1-day visitor tickets for your customers		



# Brancheneinteilung/Nomenclature GeoTHERM

Die GeoTHERM führt ein Ausstellerverzeichnis. Die Eintragung im alphabetischen Ausstellerverzeichnis umfasst den Firmennamen, Anschrift, Internet und Standnummer. Mögliche Eintragungen in das Branchen-, Warenverzeichnis werden nur mit dem Firmennamen sowie der Standnummer und einer kurzen Artikelbezeichnung vorgenommen. Wir behalten uns das Recht vor, nur die ersten drei genannten Produkte aufzuführen. Diese Pflichteinträge sind im Paketpreis inkludiert. Weitere Einträge oder zusätzlich vertretene Firmen sind nur nach Absprache mit der Messeleitung möglich.

GeoTHERM runs an exhibitor directory. The entry in the alphabetical list of exhibitors includes the company name as well as the stand number and a short article name. We reserve the right to list only the first three mentioned products. These mandatory entries are included in the package price. Further entries or additionally represented companies are only possible after consultation with the trade fair management.

## 1. Oberflächennahe Geothermie/Near-surface Geothermal Energy

### 1.1. Bohrtechnik / Drilling technology

1.1.1 Bohrgerät / Drilling Rig

1.1.2 Bohrausrüstung / Drilling Equipment

1.1.3 ausführende Brunnen- und Erdwärmebohrunternehmen / Drilling companies for wells and geothermal energy

### 1.2. Nutzungssysteme/ Usage Systems

1.2.1 Erdwärmesonden / Downhole Heat Exchanger

1.2.2 Kollektoren / Collectors

1.2.3 Brunnensysteme / Well Systems

1.2.4 sonstige Systeme & Komponenten / Other Systems & Components

### 1.3 Hinterfüllmaterial / Backfill Material

### 1.4 Wärmeträgerflüssigkeit / Heat Transfer Fluid

### 1.5 Geophysikalische Messungen / Geophysical measurements

### 1.6 Planung & Consulting (Bemessungssoftware, Thermal Response Test) / Planning & Consulting (dimensioning software, thermal response test)

### 1.7 Haus- und Steuerungstechnik, Wärmepumpe / Building Equipment and Control Technology, Heat Pump

### 1.8 Zertifizierung & Versicherung / Certification & Insurance

## 2. Tiefe Geothermie / Deep Geothermal Energy

### 2.1 Bohrtechnik / Drilling Technology

2.1.1 Bohrservice / Drilling Service

2.1.2 Bohrausrüstung / Drilling Equipment

2.1.3. Ausführende Bohrunternehmen / Acting Drilling Companies

### 2.2 Exploration / Exploration

2.2.1. Geophysik / Geophysics

2.2.2 Geologie / Geology

2.2.3 Software / Software

### 2.3 Heiz-/Kraftwerke / Heating and Power Plants

2.3.1. ORC Anlagen / ORC Systems

2.3.2 Betrieb / Operation

2.3.3 Pumpen / Pumps

2.3.4 Anlagenbau / Plant Engineering

2.3.5 Komponenten / Components

### 2.4 Beratung & Consulting / Consulting

## 3. Institutionelle Einrichtungen / Institutional Facilities

## 4. Sonstiges / Other

# Special Conditions of Participation

## GeoTHERM expo & congress | Messe Offenburg-Ortenau GmbH

### Organiser

Messe Offenburg-Ortenau GmbH, Schutterwälder Str. 3, 77656 Offenburg, Germany  
Telephone: +49 (0)781 9226-0, Fax: +49 (0)781 9226-277  
email: info@messe-offenburg.de  
Internet: www.messe-offenburg.de

### Event and Purpose

GeoTHERM aims to present the application possibilities for geothermal plants through exchange of experience, knowledge transfer and product presentations.

### Event site

Messe Offenburg-Ortenau GmbH, digital

### Event duration, setup of digital trade fair stands

*Event duration: Thursday, 24 June 2021 until Friday, 25 June 2021*

**Opening times:** Thursday, 24 June 2021 10:00 am until 5:00 pm  
Friday, 25 June 2021 9:00 am until 4:00 pm

**Setup of digital trade fair stands:** *by Monday, 21 June 2021, 9:00 am*

Subject to change

### Registration

Registration is made by returning the legally binding signed registration form no later than 31 May 2021 (registration deadline). You will then receive confirmation of receipt of your registration from us in text form.

### Admission to the event

Solely Messe Offenburg-Ortenau GmbH (hereinafter referred to as Messe Offenburg-Ortenau) decides on the admission of your company and your products and on your stand placement in accordance with the “**General Conditions of Participation**” applicable to all participants and printed on the following pages. The event contract is only deemed to have been bindingly concluded upon admission. Messe Offenburg-Ortenau is, however, entitled to revoke admission insofar as the prerequisites for admission are not met or are no longer met.

Provided that all admission requirements have been met, the Exhibitor will receive confirmation of admission in text form from Messe Offenburg-Ortenau. The participation contract is not legally binding until admission has been granted.

### Participation fees

- The participation fees for digital stands are as follows: Standard Stand Small EUR 550 / Standard Stand Medium EUR 750 / Standard Stand Large EUR 950 / Exclusive Stand EUR 1200
- These prices are net package prices and include the following services: Inclusion in the virtual stand plan/company directory – one Booth Manager access – two visitor accesses incl. congress participation – digital marketing package. Further services can be ordered via the service folder.

### Co-exhibitors / Additional companies

The inclusion of a co-exhibitor/an additionally represented company must be put in writing when the registration is submitted, stating the full address incl. contact person. In order to include a co-exhibitor, the booking of the Standard Stand Medium or a larger stand is required.

A registration fee of EUR 125 plus VAT is payable for the co-exhibitor and includes the following services: Inclusion in the virtual stand plan/company directory – one visitor access incl. congress participation – digital marketing package. The main exhibitor is jointly and severally liable in this regard.

### **Terms of payment**

The rental of the stand space (participation fee) and all other fees are net prices, to which value added tax at the respective statutory rate is also indicated and must be paid. Insofar as no valid VAT ID is provided for companies from the EU that are not based in Germany, Messe Offenburg-Ortenau is obliged to charge the invoice amount including statutory VAT.

With regard to the stand space, the Exhibitor will receive an invoice in electronic form; for ancillary costs and stand construction packages, invoicing will depend on the order date. All invoices are due for payment upon receipt. Insofar as the recipient does not meet its payment obligation within 14 days of receipt of the invoice, the recipient is in default even without a reminder, unless a different payment term is explicitly agreed on the invoice. In the event of default, Messe Offenburg-Ortenau is entitled to charge default interest at the statutory rate. In the event of persistent default despite a reminder, Messe Offenburg-Ortenau reserves the right to terminate the contractual relationship extraordinarily with immediate effect. However, the participation fee must be paid before the start of the event at the latest.

### **Stand allocation – Stand construction (design)**

Messe Offenburg-Ortenau provides the desired space in the desired exhibition area in terms of size and type of stand within the scope of the given possibilities. There is no entitlement to a specific location. The Exhibitor will receive a hall plan in advance, on which the location of the stand will be marked.

Messe Offenburg-Ortenau is entitled to allocate an area that deviates from the ordered area within the limits of the floor space, insofar as this is absolutely necessary and reasonable for the Exhibitor. The deviation is deemed reasonable insofar as the Exhibitor does not reject it immediately.

### **Sales / Distribution**

The sale/distribution of goods and services is only permitted insofar as such sales/distribution are listed in the confirmation of admission and the sale/distribution takes place at the rented stand space. The legal provisions, in particular the law on price labelling, must be complied with by the Exhibitor. Obtaining and complying with any necessary official permits (such as trade and health permits) is the sole responsibility of the Exhibitor.

Violations entitle Messe Offenburg-Ortenau, after prior warning, to shut down the stand immediately and to exclude the Exhibitor from participation in the event and, if applicable, in subsequent events. This does not affect the Exhibitor's liability for the participation fee in full; the Exhibitor has no claim for damages in this respect.

### **Other applicable provisions**

With your registration for the event, the above “**Special Conditions of Participation**”, the following “**General Conditions of Participation**”, the “**Technical Guidelines of Messe Offenburg-Ortenau**” and the “**House Rules**” become binding parts of the contract. If you are not yet in possession of all documents, said documents can be requested from Messe Offenburg-Ortenau. The documents are also available for download at [www.messe-offenburg.de](http://www.messe-offenburg.de). Additional verbal agreements are only valid after express written confirmation by Messe Offenburg-Ortenau. Contradictory or additional terms and conditions of the exhibitor do not apply in any case.

# General conditions of participation

Messe Offenburg-Ortenau GmbH

## 1. Registration

1.1 Registrations are binding for the Exhibitor. By sending the fully completed and signed registration forms, the Exhibitor declares its binding intention to participate in the event to Messe Offenburg-Ortenau (hereinafter referred to as the Organiser).

1.2 Reservations declared by the Exhibitor on the registrations or in a supplementary letter or changes made in the form texts are deemed not to have been written and will be disregarded when the registration is processed.

1.3 If, prior to the expiry of the registration period, more registrations are received that meet the requirement profile for the trade fair/exhibition than there is exhibition space available, the Organiser will decide on the admission of the Exhibitor at its reasonable discretion. The period between registration and admission may therefore be several months.

## 2. Confirmation of registration

2.1 The Organiser may exclude individual exhibitors or suppliers from participation for objectively justified reasons, specifically if the space available is insufficient, and insofar as it is necessary to achieve the purpose of the event, restrict the event to certain groups of exhibitors or suppliers.

2.2 If the Exhibitor receives confirmation of receipt of its registration after it has registered, such confirmation of receipt does not yet constitute admission to the event, nor does it constitute confirmation of the size of the exhibition space requested by the Exhibitor or of any placement requests. In such cases, only the receipt of the registration by the Organiser will be confirmed.

## 3. Coordination of placement

3.1 There is no entitlement to the allocation of a stand space in a specific hall or in a specific hall area or on a corresponding outdoor area. Placement requests expressed in the registration will be respected as far as possible.

3.2 Unless a different procedure is stipulated in the "Special Conditions of Participation", the Exhibitor will initially be sent a placement proposal (plan with sketch of stand space) after expiry of the registration period and examination of all participation requests received. The placement of the stand space is decided by the Organiser on the basis of the affiliation of the exhibits registered by the Exhibitor to an exhibition theme within the event. In all other respects, allocation is based on the available rooms, space, needs and possibilities of the Organiser and on the classification of topics to be made by the Organiser at its own discretion, but not on the order in which registrations are received. The submission of the placement proposal does not constitute admission to the event.

3.3 If the Exhibitor does not agree with the Organiser's placement proposal, the Exhibitor may submit an objection to the Organiser within seven days. In such cases, the Organiser will attempt to agree on potential alternatives with the Exhibitor.

## 4. Admission to the event

4.1 The Organiser decides on participation in the trade fair/exhibition by "admitting" the Exhibitor.

4.2 Admission will only be granted after placement has been agreed and after the seven-day objection period has expired. With the declaration of admission in text form, the contract with the Exhibitor for participation in the trade fair/exhibition will become effective. Insofar as admission is only granted 14 days prior to the event, the objection period is thus shortened to 2 days.

4.3 If, in exceptional cases, the content of the admission deviates from the content of the placement proposal in terms of size, dimensions or type, the contract will be concluded in accordance with the admission unless the Exhibitor immediately submits an objection to the Organiser no later than seven days after admission. The same will apply in the event that the event has to be relocated in terms of time or place. In such cases, the Organiser's corresponding notification of change will take the place of the admission.

4.4 Insofar as the Organiser has not offered the Exhibitor a placement proposal prior to admission and insofar as the Exhibitor is allocated an exhibition space that deviates from its registration in terms of size, dimensions or type of stand space (e.g. row stand instead of corner stand) or if its stand space is subsequently changed in an individual case for good cause, the Exhibitor will be entitled to declare its withdrawal from the contract to the Organiser in writing without delay and no later than seven days after receipt of the notification. Withdrawal in electronic form by fax or e-mail is only effective if such a withdrawal is made in due time and subsequently also delivered in writing to the Organiser without culpable delay.

4.5 If, in the case of item 4.4, the stand space is reduced or increased or the stand type is changed (e.g. row stand instead of corner stand) without the Exhibitor declaring its withdrawal, the difference vis-à-vis the originally requested stand area will be refunded or claimed in arrears. Insofar as the stand space is not available for a reason for which the Organiser is not responsible, the Exhibitor will be notified immediately and will receive a refund for all payments made.

4.6 Admission to the trade fair/exhibition is only valid for the respective event, the registered company and the registered products and services. Products that do not correspond to the exhibition nomenclature or the list of goods may not be exhibited.

4.7 The Organiser is entitled to revoke admission insofar as the prerequisites for admission are not met or are no longer met.

4.8 Exhibitors who have already failed to meet their financial obligations vis-à-vis the Organiser once, or not on time, may be excluded from admission to the trade fair/exhibition.

## 5. Joint exhibitors, co-exhibitors

5.1 Exhibitors may not relocate, exchange, share or in any other way make the stand space provided to them available to third parties – in whole or in part – for commercial use without the prior consent of the Organiser.

5.2 Stand spaces will only be allocated as a whole and only to one contracting party. The admission of one or more co-exhibitors is subject to a special fee.

5.3 Insofar as the Exhibitor includes a co-exhibitor or an additionally represented company without the express permission of the Organiser, the latter is entitled to terminate the contract with the Exhibitor without notice and to have the stand space cleared at the risk and expense of the Exhibitor.

## **6. Participation price, terms of payment, lien**

6.1 The amount for the participation fee for the exhibition space, the incidental costs incurred and the method of payment are set out in the "Special Conditions of Participation" and the "Exhibitor Registration".

6.2 Unless otherwise stipulated in the "Special Conditions of Participation", the Exhibitor will receive an invoice with or immediately after admission.

6.3 The fees are due immediately upon invoicing without deduction. All invoice amounts are to be paid in euros without any deductions and free of charges, quoting the customer number.

6.4 To secure its claim, the Organiser reserves the right to exercise the lessor's lien and to sell the pledged goods on the open market after giving written notice. No liability is accepted for damage to the pledged property – except in the case of intent or gross negligence.

## **7. Change of event format, withdrawal, revocation of admission**

7.1 Trade fairs/exhibitions, which are designed as hybrid events, may be held exclusively as digital event formats in the event of cancellation or postponement of the analogue event. The decision to cancel or postpone the analogue event format lies with the Organiser in accordance with the provisions set out in Section 8. The following event formats are distinguished:

- Analogue event: trade fairs and exhibitions held as "analogue events" allow exhibitors and visitors to attend the exhibition site/grounds.
- Digital event: trade fairs and exhibitions held as "digital events" allow exhibitors and visitors to participate virtually online from home, work and on the move.
- Hybrid event: both event formats (i.e. analogue and digital) take place at the same time. The visitor can decide whether to attend the trade fair/exhibition in its analogue and/or digital format.

The fee for the respective format is obtained from the exhibitor registration. With regard to formats that do not take place, the fees already collected will be refunded.

7.2 Should an event not (or not be able to) be held in the digital space (this also applies to a hybrid event variant), any fees already collected will also be refunded for this format. By concluding the exhibitor contract, the Exhibitor waives the right to assert claims for damages due to outage or technical disruptions vis-à-vis the event in the digital space.

7.3 Unless otherwise stipulated in the General or Special Conditions of Participation, the Exhibitor has the right to withdraw from the contract under the following conditions, apart from the mandatory statutory rights of withdrawal after admission has been granted:

- o Up to 8 weeks before the event: no cancellation fee
- o Less than 8 weeks before the event: 100% of the agreed fees

Cancellation rates for services booked with service providers can be found in the relevant service folder.

7.4 The declaration of withdrawal must be in text form and must be sent – electronically or by post – to the Organiser by the specified cancellation deadlines.

7.5 Insofar as the Exhibitor declares that it will not take up the rented stand space, in deviation from the deadlines in accordance with Section 7.3, or insofar as it declares its withdrawal from the contract, the Organiser is entitled to dispose of the rented space elsewhere, irrespective of whether the Exhibitor is entitled to such a right. Insofar as the Exhibitor is not entitled to a mandatory statutory or contractually agreed right of withdrawal or termination, the Exhibitor remains obliged to pay the agreed fees. The Organiser must only give due consideration to the value of the expenses saved and the advantages gained from using the stand space in another way. The Exhibitor's obligation to pay the agreed fees remains in force insofar as the Organiser, in order to avoid the impression of there being a gap in the stand, allocates the exhibition space to a third party whom they would otherwise have placed on another stand space, or insofar as the Organiser arranges the rented space in such a way that it is not visible as a vacant stand space.

7.6 The Organiser is entitled to revoke the admission and to allocate or occupy the stand space by other means,

- in the event of non-payment of the participation fee by the stipulated deadlines and the Exhibitor allows a period of grace set by the Organiser to expire fruitlessly
- if the stand is not occupied in good time, no later than by 3:00 pm on the day before the opening of the event, and there is no indication of a later arrival
- the conditions for the granting of admission are no longer met by the registered Exhibitor or if the Organiser subsequently becomes aware of reasons, the timely knowledge of which would have justified non-admission
- safety-related trade fair and exhibition regulations are breached, the rectification of defects is refused or the Exhibitor is not in a position to do so

In the event of revocation of admission, the Exhibitor remains obliged to pay the agreed fees.

## **8. Force majeure, pandemic-related restrictions**

8.1 Force majeure is an event that has a massive external impact on the contractual relationship, which is unforeseeable according to human insight and experience, and which cannot be prevented or rendered harmless by economically acceptable means, even by exercising the utmost care that could reasonably be expected in the circumstances. Force majeure entitles the contracting parties to adapt the contract and, insofar as this is unreasonable, to withdraw from the contract. Withdrawal must be declared to the other contracting party in (text form/written form) without delay, stating all circumstances which justify the unreasonableness.

8.2 In the event of "force majeure", the Organiser is additionally entitled to postpone, shorten, extend or restrict the event – in whole or in part – and to close it temporarily or permanently. The same also applies with regard to the occurrence and further development of pandemics according to the German Infection Protection Act (IfSG). The occurrence and further development of pandemics entitle the Organiser to cancel or postpone the event even if, at the time of the decision, no reliable prognosis can be made about the further course of the pandemic and the continuation of restrictions according to the IfSG. In such cases, a comprehensible consideration of the expected effects on the affected parties is required. Claims for damages are also excluded for these cases of cancellation or postponement of the event.

## **9. Liability, indemnification, limitation**

9.1 Within its stand space, the Exhibitor is responsible for ensuring the safety of all those who visit its stand. The "Technical Guidelines of Messe Offenburg-Ortenau" contain the minimum standards to be observed in this regard. The liability of the Exhibitor for damage caused by it, by its vicarious agents or by any co-exhibitors will, in principle, be determined in accordance with the statutory provisions of the German Civil Code (BGB). In the event of loss or irreparable damage to rented items provided on a rental basis, the Exhibitor is liable – from the time of provision until return/collection – for the amount of the replacement value (replacement value compensation) and not for compensation of the current value.

9.2 The Exhibitor irrevocably indemnifies the Organiser against all third-party claims against the Organiser, insofar as such claims are based on the fact that the Exhibitor's exhibition space, its activities, its products, its intellectual content or its stand advertising violate third-party rights (specifically copyrights, image and name rights, trademark rights, competition rights, personal rights) or other statutory regulations. The indemnity obligation also extends to any warning, court and legal costs incurred.

9.3 Insofar as the Organiser violates material contractual obligations, its liability for damages in the case of simple negligence is limited to the direct average damage that is foreseeable and typical for the contract type. Claims for damages due to breaches of obligations for which the Organiser is responsible and which do not relate to material contractual obligations are excluded, unless such claims are based on gross negligence or intentional culpable conduct on the part of the Organiser and/or its vicarious agents. Material contractual obligations are obligations the fulfilment of which makes the proper performance of the contract possible in the first place and the observance of which the contractual partner regularly relies on and may rely on, i.e. the main material obligations of the contract.

9.4 The Organiser is not liable for loss or theft of exhibition goods, stand structures or stand fittings. For a fee, the Exhibitor may protect itself against loss and theft by hiring professional stand security approved by the Organiser.

9.5 Claims of the Exhibitor against the Organiser arising from the contractual relationship and all claims in connection therewith must be filed with the Organiser, in writing, within 14 days of the conclusion of the trade fair, insofar as such claims can be designated or quantified by the Exhibitor in terms of reason or amount. Insofar as defects or faults occur during the event, such defects or faults must be reported to the Organiser immediately. If the defects or faults are not reported to the Organiser, the assertion of corresponding claims is excluded.

9.6 Claims by the Exhibitor become time-barred within twelve months, unless the liability of the Organiser results from wilful conduct. The statutory limitation periods for tortious claims, fraudulent intent and culpable impossibility remain unaffected. The limitation period begins at the end of the month in which the closing day of the event falls.

9.7 Insofar as the liability of Messe Offenburg-Ortenau is limited, this also applies to the personal liability of its employees, workers, staff, representatives and vicarious agents.

## **10. Assignment, set-off**

10.1 The assignment of the Exhibitor's claims against the Organiser or its employees, vicarious agents or assistants by the Exhibitor is excluded.

10.2 The Exhibitor is only entitled to offset claims against the Organiser if its claims have been legally established, are undisputed or have been recognised by the Organiser. The same applies to rights of retention insofar as the Exhibitor is a merchant, a legal entity under public law or a special fund under public law. If the Exhibitor does not belong to the aforementioned group of persons, it is only authorised to exercise a right of retention insofar as its counterclaim is based on the same contractual relationship.

## **11. Permits, rights**

11.1 The Exhibitor is responsible for ensuring that it has the necessary permits, rights and certificates for its activities, offers, products, materials, stand advertising and its employees at the exhibition stand, and that it complies with the applicable statutory regulations. The "Technical Guidelines of Messe Offenburg-Ortenau" also contain supplementary specifications in this regard. They must be observed by the Exhibitor as an integral part of the contract.

11.2 The Exhibitor irrevocably indemnifies the Organiser against all claims against the Organiser arising from the fact that its exhibition stand, its activity, its products, materials and stand advertising violate the rights of third parties (specifically copyrights, image and name rights, trademark rights, competition rights, personal rights) or other statutory regulations. The indemnity obligation also extends to any warning, court and legal costs incurred.

## **12. Data protection**

12.1 Personal data provided to the Organiser by the Exhibitor in the course of registration and further contract processing will be stored in an automated process, taking into account the provisions of the German Data Protection Regulation (DSGVO), the German Federal Data Protection Act (BDSG-Neu) and the German Telemedia Act (TMG). The Organiser uses the Exhibitor's data for the following purposes specifically:

- for handling the business processes of the event
- for sending offers accompanying the event
- for provision of information before and after the event



12.2 Each Exhibitor is of course free to declare to the Organiser, in writing, that it does not wish to receive further information about subsequent events.

### **13. Stand design, exhibits, stand construction**

13.1 The design of the stand is the responsibility of the Exhibitor, subject to compliance with all contractual conditions. The exhibition stand must be adapted to the overall impression of the exhibition. The Organiser may require the submission of dimensionally accurate designs and stand descriptions.

13.2 The exhibits registered must be in the Exhibitor's unrestricted power of disposal and must be in possession of all the approvals, certificates and markings required by law for the product. In particular, the provisions of the German Equipment and Product Safety Act must be observed. Descriptions and brochures of the exhibits to be displayed or the services to be presented are to be submitted to the Organiser upon request.

13.3 Exhibition stands must comply with the provisions of the Regulations on Places of Assembly (VStättVO) and the "Technical Guidelines of Messe Offenburg-Ortenau" based on said provisions in terms of safety and fire protection. The Exhibitor will be sent the "Technical Guidelines of Messe Offenburg-Ortenau" on request insofar as said guidelines were not already enclosed with the Conditions of Participation. The document is also available for download at [www.messe-offenburg.de](http://www.messe-offenburg.de). On the basis of these provisions, the Exhibitor is responsible for its own stand construction and stand design. The Organiser may require that violations of the "Technical Guidelines of Messe Offenburg-Ortenau" be remedied immediately. Likewise, the Organiser may require the Exhibitor to remove exhibition goods which, by reason of their smell, noise or other emissions or their appearance, may cause a considerable disturbance to the running of the trade fair or endanger the safety of exhibitors and visitors. In the event of persistent violations, the closure of an exhibition stand may be ordered and enforced at the Exhibitor's expense. Information about stand construction companies that take care of stand design and rent out fittings will be provided by the Organiser on request. Details of the companies commissioned by the Exhibitor to design or set up the stand must be provided to the Organiser on request.

13.4 The design of a stand must not obstruct the view and accessibility of neighbouring stands and aisles. As a minimum requirement for the stand design, a stand end marker must be installed on all closed sides of the stand area. The design for the back walls of the stand must be neutral and without advertising. Existing pillars, wall projections, fire extinguishing equipment, distribution boxes and comparable technical equipment in the halls may be components of allocated stand spaces. The removal of the aforementioned is excluded. Objections to this cannot be raised.

13.5 Setup must be completed no later than by the final setup date. The removal of exhibits and the dismantling of stands before the end of the event is not permitted.

13.6 Exceeding the specified height limits for the stands (over 2.5 m) requires the written approval of the Organiser. The same applies to the exhibition of particularly heavy exhibits (>100 kg surface load/sqm) for which foundations or special fixtures are required.

13.7 The name or company and the address or registered office of the Exhibitor must be made clearly visible by means of a stand marking.

13.8 The stand must be properly equipped and staffed during the set opening hours for the entire duration of the trade fair or exhibition.

13.9 Upon conclusion of the trade fair/exhibition, the basic structure – insofar as it was produced by the Organiser – must be returned without any damage and restored to its original condition. The Exhibitor must compensate for any damage.

13.10 Exhibition goods still on the stands after the final dismantling date may be removed and stored at the Exhibitor's expense.

### **14. Stand supply**

14.1 Applications for electricity, water, telecommunications, etc. by the Exhibitor can only be considered insofar as the relevant orders are received – on time – on the forms provided by the Organiser. Sufficient general basic lighting is provided in the hall. However, the Exhibitor may have additional installations fitted at its own expense and for its own account from the delivery point authorised by the Organiser, insofar as this is technically possible.

14.2 No company authorised by the Exhibitor may work until the installation-delivery point authorised by the Organiser.

### **15. Surveillance**

15.1 General surveillance/patrols of the exhibition grounds and the halls is carried out by representatives of the Organiser. However, the Organiser does not assume any duty of care for exhibits brought in, for stand equipment or for objects in the possession or ownership of persons working on the stand.

15.2 Stand security and stand supervision during the daily opening hours is generally the responsibility of the Exhibitor. This also applies during setup and dismantling times.

15.3 At night time, valuable items that can be easily removed must be kept under lock and key. For additional stand security, the Exhibitor may make use of the security company appointed by the Organiser at its own expense. The Exhibitor is recommended to take out exhibition insurance for damage and – to the extent possible – against loss, based on the replacement value.

### **16. Advertising**

16.1 Advertising of all kinds is only permitted within the exhibition stand for the Exhibitor's own company and only for the products it manufactures or distributes, insofar as such products have been registered and approved.

16.2 Loudspeaker advertising and slide, film or video presentations require the written approval of the Organiser. The same applies to the use of other devices and equipment intended to achieve an increased advertising effect in a visual or acoustic manner or if the presentation of exhibits generates noise.

16.3 Permits already issued may be restricted or revoked in the interest of maintaining orderly trade fair/exhibition operations.

16.4 In the event of the replay of mechanically reproduced music, it is the responsibility of the Exhibitor to obtain the appropriate performance permit and to pay the GEMA fees for this.

16.5 The carrying or driving around of advertising media on the exhibition grounds as well as the distribution of printed materials and samples outside the exhibition stand is generally not permitted. The prior permission of the Organiser is always required. This also applies to approaching and questioning visitors outside the stand.

16.6 Advertising of a political nature is generally inadmissible.

## **17. Direct sales**

17.1 Direct sales are only permitted in accordance with the "Special Conditions of Participation". The objects for sale are to be provided with clearly legible price tags.

17.2 The Exhibitor is responsible for obtaining and complying with trade and health permits.

## **18. Exhibitor passes**

18.1 Regulations relating to exhibitor passes can be found in the service folder of the trade fair/exhibition project.

18.2 In the event of misuse of passes, the pass will be withdrawn without replacement. The Organiser reserves the right to issue an exclusion order.

## **19. Cleaning, environmental protection**

19.1 The Organiser ensures the general cleaning of the grounds and the hall aisles.

19.2 Cleaning of the stand is the responsibility of the Exhibitor and must be completed daily before the opening of the event. When arranging stand cleaning, the Exhibitor is to use the cleaning company appointed by the Organiser. Insofar as the Exhibitor uses its own cleaning staff, the deployment of said staff is limited to one hour before and after the daily opening hours of the respective event.

19.3 In the interest of environmental protection and environmentally friendly exhibitions, the Exhibitor is fundamentally obliged to reduce packaging and waste and to use environmentally friendly and recyclable packaging, decoration and brochure material. Insofar as separate waste disposal systems are used, the Exhibitor must participate in this and also share any waste costs incurred on a pro rata basis in accordance with the polluter-pays principle.

19.4 Packaging material must be disposed of by the Exhibitor itself.

## **20. Video surveillance, photography, trademark and product piracy**

20.1 The exhibition grounds are under video surveillance in some areas. The video data is collected exclusively for internal purposes of the Organiser. Commercial photography, drawing and filming within the grounds is only permitted for companies/persons approved by the Organiser.

20.2 Without prejudice to the rights of third parties, the Organiser is entitled to have photographs, drawings and film and video recordings of the exhibition events made of the exhibition structures and stands and the exhibited items, and to use them for advertising or press publications, without the Exhibitor being able to object to this on any grounds. This also applies to recordings made directly by the press or television with the Organiser's consent.

20.3 For orders for photography or video recordings of the exhibition stand in exchange for payment, the Exhibitor may use the photographers or agencies approved by the Organiser. Such photographers and agencies are provided with an appropriate pass. Recordings before the start and after the end of the daily opening hours may only be assigned to these authorised persons; other parties will not be admitted at said times.

20.4 All persons entering or spending time at the place of assembly receive the "Special Terms and Conditions of Participation" and the "House Rules" as notification of the taking of photographs, films and videos in the area of the place of assembly. **Recordings of participants and visitors at events may be published without the consent of the person concerned in accordance with the provision of Section 23 of the German Act on Copyright in Works of Fine Arts and Photography (KunstUrhG).**

20.5 The Organiser supports the owners of property rights to patents, trademarks and designs. Each Exhibitor must observe the preferential property rights of other exhibitors. The Exhibitor who is found to have infringed these property rights undertakes to remove the items in question from its stand. Insofar as the Exhibitor is prohibited by a court decision from exhibiting or offering products and insofar as the Exhibitor refuses to remove said products from its stand, the Exhibition Management is entitled to exclude the Exhibitor from the event in progress and future events. In such cases, the stand rental fee will not be refunded.

## **21. House rules, violations**

21.1 The Exhibitor submits to the Organiser's right to enforce the house rules on the entire premises during the event. The orders of the employees, who identify themselves by means of an official ID card, must be obeyed. The duration of stay for exhibitors, their employees or authorised representatives is limited to one hour before and after the daily opening hours of the respective event. Third-party stands may not be accessed outside the daily opening hours without the permission of the stand owner.

21.2 Violations of the General and Special Conditions of Participation and of the instructions within the scope of the house rules entitle the Organiser – insofar as the violations are not discontinued after being requested to do so – to immediately shut down the stand without compensation at the expense of the Exhibitor.

## **22. Ancillary agreements, severability clause**

22.1 Verbal ancillary agreements are only legally binding if they are signed or confirmed in writing by both parties.

22.2 Should individual provisions in the registration documents, the General or Special Conditions of Participation or in the technical guidelines of Messe Offenburg-Ortenau be or become invalid, this does not affect the validity of the remaining provisions of the contract. In such cases, the invalid provision is supplemented or amended in such a way that the purpose intended by it is achieved as far as possible.

These provisions also apply insofar as the Exhibitor uses its own general terms and conditions. The Exhibitor's terms and conditions only become the subject matter of the contract if the Organiser expressly accepts said terms and conditions in writing.

### **23. Law, place of performance, place of jurisdiction**

23.1 The law of the Federal Republic of Germany applies exclusively to all legal relationships between the Organiser, its employees, vicarious agents or assistants on the one hand and the Exhibitor or its employees, vicarious agents or assistants on the other.

23.2 The place of performance is Offenburg. The place of jurisdiction (also for actions on cheques and bills of exchange) for both parties is the place where the Organiser has its registered office, provided that the Exhibitor is a merchant, a legal entity under public law or a special fund under public law or either has no general place of jurisdiction in the Federal Republic of Germany or transfers its place of residence or usual abode abroad or to an unknown place after conclusion of the contract. However, the Organiser reserves the right to take legal action at the Exhibitor's general place of jurisdiction as well.