General Terms and Conditions for Events (As of: 26/10/2022)



1. Event

- 1.1 The Organiser of the trade fair is trendfairs GmbH, Stefan-George-Ring 2, D-81929 Munich, represented by its Managing Director Ulrike Rohde. The fair is managed by Ulrike Rohde and Michael Rambach.
- 1.2 Participation in the event is subject to a corresponding agreement between the Organiser and the Exhibitor. This shall become effective on registration by the Exhibitor/confirmation of the stand by the Organiser.
- 1.3 During the event, the halls shall be opened one hour before the start of the trade fair and closed one hour after the end of the fair. Exhibitors who, in justified individual cases, must work on their stand beyond this time require special written permission from the Organiser. Stand parties after the end of the fair (especially with music) require the Organiser's written approval.

2 House rules/event rooms

- 2.1 The trade fair site is private property. Leipziger Messe GmbH, Messe-Allee 1, 04356 Leipzig sets the house rules. The relevant house rules apply to all persons entering, driving on or spending time on the trade fair site. The Technical Guidelines of Leipziger Messe are also binding.
- 2.2 Event and exhibition rooms, spaces, equipment and technology must be returned in perfect condition, or at least in the condition in which they were handed over. All items, installations and decorations provided for the event by the Organiser shall be removed completely by the agreed dismantling deadline and the original condition of the site shall be restored. When dismantling stands, the exhibition space must be restored to its original condition. Any costs for cleaning, damage or storage shall be charged to the Exhibitor.
- 2.3 No parts of the hall or technical equipment may be damaged, soiled or changed in any other way. Painting, wallpapering and affixing stickers are not permitted. Hall pillars/supports may, however, be modified within the permitted height in the rented space, provided that they are not damaged.
- 2.4 Flammable packaging materials and waste must not be stored in the event rooms. No packaging or residual materials made of combustible materials may be stored under or on stages, stage areas, platforms or behind partition walls.

3. Traffic and rescue routes

- 3.1 Driving on the exhibition site with vehicles of any sort shall be at the user's risk and is allowed only with the corresponding permission, valid entry permit or valid parking permit. These must be displayed clearly in the vehicle.
- 3.2 On the exhibition site, the rules of the German Highway Code (StVO) shall apply, with the added proviso that special logistics vehicles (forklifts, transport trucks) have right of way. The approved maximum speed is 20 km/h. The engine shall be turned off during loading and unloading. The greatest possible attention shall be paid to pedestrians. Routes, car parks and green spaces that have been blocked off must not be entered.
- 3.3 To ensure the smoothest possible flow of traffic during the set-up and dismantling periods and throughout the trade fair, rules that organise and direct traffic, including the instructions of marshals, shall be observed at all times.
- 3.4 During the set-up and dismantling periods, entrance to the exhibition site and parking on it are permitted only with approval. While the event is taking place, parking on the exhibition site is possible only with a valid long-term parking permit, for which a fee is payable. The permit for entry to or parking on the site is for the vehicle and must be displayed clearly in the windscreen of the vehicle in question. More information is provided in the traffic guide issued approx. two months before the start of the trade fair.
- 3.5 On the days of the event, it is only possible to drive into the exhibition center for 1 hour for decorative construction work, deliveries or collections against a deposit. The deposit rule can also be applied during the set-up and dismantling times (see traffic guidelines: from 2 months before the event). The amount will only be refunded if the vehicle leaves the exhibition center within or at the end of this deposit period. If this time is exceeded, this amount is forfeited. During the event, the entry deposit does not entitle people to transport people without valid exhibitor passes.

4. Orders/external services/compulsory services

- 4.1 Online orders or orders on the order forms sent by the organiser (via the exhibitor management system "AMS") will be processed by the organiser if they are received by the organiser in good time by the order deadline specified in the order conditions. The organiser may provide its services through subcontractors.
- 4.2 Orders require acceptance. Acceptance shall be indicated by sending the order confirmation before the exhibition event. Orders may also be placed on-site at short notice, including implicitly, through performance of the service ordered.
- 4.3 Unless expressly stated otherwise, all prices quoted on these Exhibitor Service Forms are net prices, to which the relevant statutory VAT must be added.
- 4.4 The partner companies authorised by the Organiser (via trendfairs) must be commissioned for technical equipment and its installation. Independent commissioning by the Exhibitor or commissioning of other service providers is not permitted.
- 4.5 The Exhibitor shall be entitled to cancel the order for the services offered if the cancellation declaration is received by trendfairs GmbH before expiry of the cancellation deadline in accordance with the General Terms and Conditions of Participation. If the cancellation request is received by the Organiser after the cancellation deadline, this shall not lead to cancellation of the order. In this case, the Organiser is entitled to fulfil the order or not, regardless of whether it has already started to perform any services at the stand area. If it fulfils the order, the Exhibitor shall cover any costs arising from the order. If the Organiser does not fulfil the order and its performance of services at the stand area is not yet underway, it may request a flat-rate reimbursement of expenses of 10 % of the costs incurred for the order. If it does not fulfil the order and its performance of services at the stand area is already underway, it may request a flat-rate reimbursement of expenses of 25 % of the costs incurred for the order. The right of the Organiser to request further reimbursement of expenses remains unaffected. The Exhibitor may request a reduction in the flat-rate reimbursement of expenses if they can prove that only lower costs were incurred by the Organiser.
- 4.6 Trendfairs charges a surcharge of 20 % on all prices/fees for incoming orders and incomplete documents for selected services from 4 weeks before the start of the event, and a surcharge of 45 % on all prices/fees from 1 week before the start of the event.

5. Hall/stand construction/heights/stand design

- 5.1 The allocated stand dimensions must not be exceeded. Exceeding the allocated stand dimensions/areas on site requires permission from the Organiser in advance.
- 5.2 The maximum stand height is 4.00 m. The exhibitor undertakes to install a stand partition wall at least 2.50 m high on all closed sides of the stand area. If you do not use your own stand boundary or a rental stand, stand boundary walls must be ordered. From a height of 2.50 m, the backs of the stand boundaries must have a pure white, optically flawless surface.
- 5.3 Suspensions from the hall ceiling and stand covers of any kind are subject to approval and registration, regardless of their size. The maximum height of a transfer point ("0-ring") in the case of any suspensions must not exceed 4.50 m. A maximum of 100 kg load is permitted per suspension point. Special constructions such as moving parts or glass constructions are also subject to registration.
- 5.4 The equipment and stand design and set-up required for this are a matter for the Exhibitor. However, the Exhibitor is required to respect the character and image of the event. We recommend an open stand design for peninsula and island stands.
- 5.5 Exhibition stands including equipment, exhibits and advertising media shall be erected in such a way that they are stable and do not compromise public safety, in particular by posing a risk to health or life. The Exhibitor shall be responsible for static safety and may be obliged to provide proof of this. The proof provided for this purpose shall be presented in a verifiable form at the request of the Organiser. Suspensions from stand structures to improve statics are not permitted.
- 5.6 When designing stands, attention should be paid to accessibility. Stands and stand equipment should also be accessible and usable by persons with reduced mobility without external help.

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5.7 Hall 5 of the Leipzig Trade Fair is equipped with a sprinkler system. In the hall, a maximum of 15 m² may be covered with a closed ceiling (a separate sprinkler system is not necessary in this case).

Exceptions to this are areas that are covered with a textile covering that the manufacturer classifies as suitable for use with sprinklers. A corresponding certificate must be submitted before the trendfairs set-up begins and must be shown to publishers at any time at the trade fair stand. This also does not apply to ceilings made of metal grids or metal grids. The open area must be at least 70% of the total built-up area. Written approval from trendfairs GmbH must be obtained in advance.

6. Set-up and dismantling work/operating obligation

- 6.1 Set-up and dismantling work may be carried out at the times stipulated in the contract. Early set-up can be booked additionally (online technical ordering system).
- 6.2 There is an operating obligation. Personnel must be in attendance at the stand for the entire duration of the WORLD OF FIREPLACES event. Removal of exhibition goods and dismantling of the stands is not permitted before the official end of the trade fair. If the operating obligation is breached, the Organiser is permitted to levy a contractual penalty of 20% of the basic rent.

7. Escape and rescue routes/fire safety/smoking

- 7.1 Marked fire zones, escape routes and safety zones must not be obstructed by parked vehicles and lorries or stored exhibition goods, construction and packaging materials, etc., including during set-up and dismantling periods. Vehicles and objects obstructing fire zones, escape routes or safety zones shall be removed and a fee shall be charged.
- 7.2 Hydrants on the exhibition site and signs indicating their location must not be obstructed, built over, blocked, covered or otherwise made unrecognisable.
- 7.3 A strict smoking ban is in effect at Leipziger Messe at all times. The Organiser is obliged to enforce the smoking ban during the set-up and dismantling periods and throughout the trade fair.
- 7.4 All exits and aisles of the halls designated in the hall plans shall be kept clear across their full width (during the set-up and dismantling phases, minimum passage of 1.20 m). In an emergency they are used as escape routes and must not therefore be blocked by parked vehicles or protruding objects. It must be easy to open the doors along escape routes fully from the inside. Exit doors, emergency exits and notices indicating their location must not be obstructed, built over, blocked, covered or otherwise made unrecognisable. If escape and rescue routes are located within a stand, these areas designated as escape and rescue routes and their markings must not be obstructed, built over, blocked, covered or otherwise made unrecognisable.
- 7.5 The fire behaviour of building and construction materials must be at least flame-retardant (B1). Decorations must at least be flame-retardant; they must not drip if they catch fire. Corresponding certificates must be kept at the stand.
- 7.6 During set-up and dismantling and during the event, each exhibition stand shall be equipped with at least one DIN EN 3 fire extinguisher with an extinguishing capacity of at least six extinguishing agent units. If the risk is greater or the stand area exceeds 50 m², the equipment at the exhibition stand shall be extended to include further fire extinguishers in accordance with ASR A2.2. Compliance with this regulation is the responsibility of the Exhibitor.

8. Rented items

- 8.1 Items rented to the Exhibitor shall be provided only for the purpose agreed (use at exhibition stand for the duration of the trade fair) and for the agreed period of time (duration of the trade fair, including set-up and dismantling).
- 8.2 The Exhibitor is liable for any losses or damage to rented items occurring during the rental period. If liability presupposes blame, they must prove that there was no culpability on their part. The rental period starts with delivery at the stand and ends with return or collection by the subcontractor appointed by the Organiser, even if the Exhibitor has already left the stand beforehand. It is advisable to insure the rented items against theft for the duration of the rental period. The Exhibitor shall be charged for any unreturned items at the replacement value. In the event of any damage, the repair costs shall also be charged unless replacement is necessary. The delivery costs to and from the stand for rented items are included in the rental price, unless otherwise stipulated in the relevant terms and conditions on the order form.

Advertising

- 9.1 Any advertising materials used by the Exhibitor such as flyers, posters and company signs shall be limited to the designated stand areas. Display of brochures in aisles in front of stands or on displays for trade magazines is not permitted. Promotors are not permitted in the general gangway areas.
- 9.2 Demonstrations and acoustic advertising require the prior consent of the Organiser and shall be carried out in such a way that neighbouring exhibitors are not disturbed. The volume must not exceed 70 dB (A) at the edge of the stand.

10. Environmental protection

- 10.1 The Organiser is committed to preventative environmental protection. The Exhibitor undertakes to ensure that their contractors are obliged to comply with all regulations and specifications relating to environmental protection.
- 10.2 As far as possible, materials and products should be used on the exhibition site that are characterised by durability, ease of repair and reusability or recyclability, result in less waste or waste that is easier to dispose of compared to other materials and products, or are made from residual materials or waste.
- 10.3 Disposable tableware should not be used for hospitality. Drinks should be procured in reusable containers as far as possible.

11. Claims/limitation period/defects

- 11.1 All Exhibitor claims arising from the contractual relationship shall expire within six months. The limitation period shall commence at the end of the month in which the final day of the trade fair falls. Notwithstanding the provisions set out in 4.5, any claims against invoices must be made in writing within a limitation period of 14 days of their receipt.
- 11.2 The Exhibitor is required to check any services rendered to them for correctness as soon as possible. To prevent the loss of entitlement to all claims, they must report any obvious defects immediately in writing. If any fixtures, equipment or exhibition goods of the Exhibitor are exposed to particular risks or dangers (e.g. damage due to temperature, humidity, vibration, drops in pressure, power fluctuations, etc.), the Exhibitor is personally responsible for ensuring that the necessary protective measures are in place. The Exhibitor shall indicate on the order form/application form any special risks to third persons or the property of third persons which could potentially arise from their equipment, fixtures or exhibition goods.

12. Health and safety

All set-up and dismantling work shall be carried out in compliance with applicable health and safety provisions and accident prevention regulations, in particular DGUV-V1 and DGUV-V17. Exhibitors and companies commissioned by them are personally responsible for compliance with accident prevention regulations and health and safety provisions. Exhibitors and companies commissioned by them shall, in particular, ensure that their set-up and dismantling work does not endanger other persons present in the event rooms.

13. Liability

- 13.1 Exhibitors are solely liable for the safety of the construction and equipment at their own exhibition stands. The Organiser accepts no liability either for personal injury or damage to property that occurs during the set-up, exhibition or dismantling periods.
- 13.2 Furthermore, the Organiser accepts no liability for damage resulting from burglary, theft, malicious damage, intentional or negligent damage to property or from natural events.

14. Place of fulfilment/place of jurisdiction

- 14.1 The place of jurisdiction is Munich, place of fulfilment is Fürth. The Organiser is entitled to bring action against an exhibitor at the court with jurisdiction over the Exhibitor's place of business.
- 14.2 German law shall apply exclusively.