

**Special Business Conditions of participation for the HookahFair/VaporFair in SEVILLA/SPAIN (Last update: May 2017)**

**1. Assembly planning date:**  
see EXHIBITOR LOGIN

**2. Opening hours/start and end of setup:**  
see EXHIBITOR LOGIN

NOTE: The booth material must only be stored on the surface area of the actual exhibition booth, empty packaging must be removed immediately, and the aisles must be kept clean and free of packaging.

Dismantling: see EXHIBITOR LOGIN

In some cases, an extension of the dismantling period shall be allowed at extra charge. The organization team has to be consulted which decides about possibilities. Extra efforts and expenses for the organizer shall be borne by the causer.

Opening hours: see EXHIBITOR LOGIN

**3. Booth setup:**

If exhibitors do not use a system booth or a pre-assembled booth, the booth area will be equipped in a ready-to-use manner by the HookahFair/VaporFair if required. This means a standard booth with white Octanorm-walls and a fireproof carpet. For this, the organizer charges EUR 39,00/sqm per rented exhibition area.

Setting up and presenting exhibits or any kind of advertising materials in the aisles and in front of (emergency) exits shall be prohibited.

If, during setup, deviations regarding the booth dimensions confirmed by the management of the trade fair are detected, the trade fair management must be informed immediately. The organizer of the trade fair shall reserve the displacement of entrances, exits, emergency exits, and passageways on the basis of constraining technical reasons, particularly due to reasons of safety.

**4. Participation charges:**

The participation charges for the exhibitors are:

12-36qm: 119,00 Euro/sqm  
from 42sqm: 105,00 Euro/sqm

For booths with accessible first floor, an additional participation charge of 50% of the basic charge shall be invoiced for the built-over area. The minimum size of a booth is 12 sqm. The rectangular external surface area of the booth shall form the basis for measuring and calculating the size. Projections, columns, fire extinguishing facilities, and girders shall not be subtracted.

The assignment of booth surface areas can only be implemented in full meters (front width and depth). If any further walls, pillars or the like are required for the construction of the walls, the exhibitor has to bear all expenses.

**5. Promotional fee, index of exhibitors, internet**

For each main exhibitor there will be one entry in the exhibition index on the official websites of the HookahFair/VaporFair as well as one in the printed exhibitor brochure. Additionally 2 free Exhibitor IDs are included. For this an obligatory remuneration to the amount of 175.00 EUR will be charged. This is obligatory and cannot be waived.

Co-exhibitors or companies represented additionally and their exhibits must be registered by the exhibitor. These shall be shown as exhibitors in the official exhibition catalogue and as an entry on the internet. If you do not want to mention the company represented additionally within the catalogue, please explicitly mention this within the framework of the registration form.

The promotional fee charged to the account of the main exhibitor shall amount to EUR 249.00 per co-exhibitor/company represented additionally.

The organizers can and is allowed to exclude non-registered companies / brands. The exhibitor has to deal with all additional costs arising herefrom. Claims for damages are excluded.

Despite processing all documents received within the prescribed time limit in a diligent manner, we cannot guarantee complete and correct entries. Any claims of compensation for damages regarding erroneous or incomplete or missing entries and advertisements within the catalogue shall be excluded.

**6. Booth activities**

Lottery drawings, auctions, and vendues, irrespective of whether for ideal or commercial purposes, and musical presentations on the booths of the exhibitors, as well as propagandistic activities shall be prohibited as a matter of principle. Certificates of exemption shall require the written consent of the trade fair management.

Imposed obligations (e.g. maximal volume) concerning this agreement have to be followed strictly. Contraventions can also lead to short-term deprivation of that agreement. Claims of damages against the organizer are due to non-compliance of obligations excluded.

The distance between projection screens and monitors for the presentation and the aisles must be so large that interested parties must access the booth surface area to contemplate these, in order to not to interfere with the visitor traffic in the aisles.

**7. Direct and cash sales**

Cash sales (direct sales) to visitors are allowed. The legal requirements for this have to be observed. It is pointed out that smoke offers may only be served to adults (over 18 years). The exhibitor himself is alone responsible for the control and compliance by the laws. The fair management assumes no liability and takes no responsibility.

**8. Exhibitor's passes and setup and/or disassembly passes**

Each exhibitor shall be provided with two exhibitor's passes at no charge. For each 10sqm stand area - exceeding 12sqm - an additional exhibitor's pass shall be provided at no charge. The passes shall be collected by the exhibitor at the Info Point during the construction day as soon as the booth rental has been paid completely. Further required exhibitor IDs can be ordered in return for the payment of the entry fee. Regarding the processes of setup and disassembly no special passes are required.

**9. Animals**

Bringing along animals to the exhibition shall be prohibited for reasons of hygiene and security requirements.

**10. Value-added tax**

Considerations and remunerations mentioned within the framework of these Special Business Conditions of participation shall also exclude the value-added tax to the respective statutory amount, except where express provision is made to the contrary by law.

**11. Terms and conditions of payment**

The organizer of the trade fair shall be entitled to hinge the approval on an appropriate advance payment or surety, e.g. in form of a credit card guarantee or a down payment. Any advance payments made shall be forfeited, if the exhibitor cancels his participation or does not appear. It is irrelevant, if the organizer resells the offered stand space to other interested parties. Advance payments shall be considered security payments. 25% of the amount of the invoice, but at least 1 000,00 EUR within 10 working days.

**12. Protection of trademarks**

The exhibitor guarantees that all logos, brand names or any other kind of trade mark labels, sent to the organizer are in the ownership of the exhibitor or in his power of disposition. There is no obligation of the organizer to examine this. If any trademark violations occur in advance, during or after the trade show, the exhibitor assumes full liability for this and exempts the organizer from any liability. In particular, this guarantee is valid in case of an advertising partnership. In any cases of trademark violations, the exhibitor shall be liable to occur all expenses and damages caused to the organizer.

**General Business Conditions of participation for the HookahFair/VaporFair in SEVILLA/SPAIN (Last update: May 2017)**

**Principle**

In the case of contradiction, the following shall apply in the order listed for the participation in Trade Fairs and Exhibitions of the HookahFair / VaporFair

1. Individual Contract Agreements with the Organizer,
2. Special Business Conditions of Participation and
3. the following General Business Conditions of participation.

**A. Participant**

1. A Participant in the HookahFair/VaporFair can be an Exhibitor, a Co-exhibitor or an Additionally Represented Company. They are hereinafter referred to as the 'Participant'.
2. An Exhibitor is a party that registers for participation in an event with its own stand, own personnel and own offer.
3. A Co-exhibitor is a party that attends a stand of an Exhibitor with its own personnel and own offer. This includes group companies and subsidiaries. Third parties are also Co-exhibitors or Additionally Represented Companies if they have a close business or organisational relationship with the Exhibitor. The participation by a Co-exhibitor or an Additionally Represented Company must be entered in the registration form by stating all informations needed. If an Exhibitor is a manufacturer, every other company that has its goods or services offered by the Exhibitor is an Additionally Represented Company. If an Exhibitor is a sales company that exhibits not only products of one manufacturer but also additional goods or services of other companies, such companies are Additionally Represented Companies.
4. Co-exhibitors and Additionally Represented Companies must be registered by the Exhibitor. Co-exhibitors and Additionally Represented Companies that are not registered may not exhibit on the stand space of the Exhibitor. The Organizer is entitled to refuse Admission of Co-exhibitors and Additionally Represented Companies if it deems they give reason to make an Admission unacceptable. The Organizer is entitled to make the Admission subject to a separate fee, even retroactively. The Exhibitor is always jointly and severally liable with the Co-exhibitors and Additionally Represented Companies for their compliance with their obligations.
5. Contract partner of the Organizer is only the Exhibitor.
6. If several Exhibitors want to jointly rent a stand space, they must authorise one of them in the registration form to make and receive all statements/declarations arising from or in connection with this contract on their behalf. They are jointly and severally liable for all claims arising from this contract.
7. If an invoice is issued to a third party after its issuance at the request of the issuer, the issuer nevertheless remains the debtor.

**B. Registration, Contract Conclusion**

1. The registration for the HookahFair/VaporFair must be sent, in writing or by fax, to the Organizer by using the registration form. The registration form must be completely filled out, legally bindingly signed and contain complete and applicable information on the legal form and representative relationships of the Participant(s). The registration is a contract offer of the Exhibitor and does not create an entitlement to Admission.
2. The Exhibitor is bound by the registration until eight weeks after the Assembly planning date shown in the Special Business Conditions of Participation. Any registrations arriving after the start of layout planning commit the Exhibitor for eight weeks.
3. By submitting the registration form, the Exhibitor/Participant accepts these General Business Conditions of Participation and, if available, the "Special Business Conditions of Participation" applicable for the

HookahFair/VaporFair, the “House Rules”, the “Technical Rules” and the provisions of the “Service Documents”. The Participant is responsible for their compliance by the persons employed by him at the Event and by the other Participants registered by him.

4. The contract on the participation is concluded by means of the Admission, i.e. the Organizer accepts the contract offer.
5. The Exhibitor is obliged to comply with all relevant statutory and official regulations, including such of labour or trade law nature and such concerning environmental protection, fire protection and accident prevention regulations. The Exhibitor shall continuously monitor their compliance by the persons he employs at the Event, the other Participants he has registered and other vicarious agents and intervene in the event of a violation and/or inform the Organizer about the violations.
6. If personal data is collected, it will be treated confidentially and in compliance with the data protection law. Personal data is only collected and used to the extent it is necessary for the contents or performance of the specific contract. The owner can, at any time, demand to be informed about his stored personal information. He can also demand the deletion of his stored personal data if the contract has been completely performed and the retention is not required by law.

### C. Admission, Permitted Exhibits

1. The Organizer shall inform the Exhibitor about the acceptance of his offer in writing (email possible) by notification of Admission to the HookahFair/VaporFair and the space assignment. Complaints by the Participant must be notified in writing to the Organizer within one week after receipt. If the Admission differs from the Exhibitor's registration, the contract is concluded in accordance with the Admission unless the Exhibitor objects in writing within one week after receipt.
2. The Organizer shall take a decision, if necessary in agreement with the respective committees, regarding the admission of the Exhibitor and registered exhibits to the HookahFair/VaporFair via a written confirmation of admission. A contract shall come about with the admission of the Exhibitor.
3. The Organizer may exclude individual Participants from taking part in the HookahFair/VaporFair for factually justified reasons, especially if the amount of space available is insufficient. The Organizer may also restrict the HookahFair/VaporFair to certain groups of Participants if this is necessary to attain the purpose of the HookahFair/VaporFair. The Organizer shall also be entitled to impose restrictions on the registered exhibits and change the amount of registered space. Participants may only exhibit, offer and take orders for, the exhibits stated in the Admission confirmation and only at the location stated therein. Not permitted items can be removed by the Organizer at the Participant's cost, and in the case of emergency without prior warning. Goods and services, for which a use, possession or utilisation is not permitted in Germany must be legibly marked in the German language.
4. Participants must have full power of disposal of the registered exhibits and possess any necessary official permissions and approvals. Descriptions and brochures relating to the goods or services to be exhibited shall be submitted by the Participant on request.

### D. Space Assignment

1. The Organizer shall personally assign space in accordance with the subject and structure of the HookahFair/VaporFair and the actual amount of space available. Space assignment wishes of the Participant are not binding and will only be considered if possible. The order in which applications are received shall not be the sole decisive factor in assigning space.
2. The allocation of a form of stand (e.g. row instead of corner stand, head instead of block

stand) at variance with the registration does not entitle the Participant to withdraw.

3. The Organizer is entitled, even after Admission, to relocate the stand in the hall within a reasonable and acceptable scope without such entitling the Participant to rescind the contract or demand a reduction in the participation fee.

### E. Unauthorized Transfer of Stand Space

The assigned stand space may not be exchanged with another Exhibitor. Partial or complete transfer of the stand space or subletting of the stand space to third parties shall also not be permitted without the approval of the Organizer.

### F. Fees, Payment Deadlines and Terms

1. The participation fee can be inferred from the registration form and the Special Business Conditions of Participation; the amount will be invoiced to the Exhibitor by the Organizer. Complaints about the invoice can only be considered if they are received by the Organizer in writing within 14 days after receipt of the invoice.
2. The Organizer is entitled to demand a reasonable payment in advance or security for anticipated additional charges, e.g. for electricity consumption or other services.
3. The participation charges are payable without deduction immediately on receipt of the bill.
4. The Organizer is entitled to make the occupation of the stand space or issue of Exhibitor ID cards dependent on the prior, timely and full payment of the invoice.
5. All invoice amounts shall be transferred in Euro without any bank charges or deductions quoting the customer number and invoice number to the account shown on the invoice.
6. If the Participant culpably fails to comply with his payment obligations on time, the Organizer shall reserve the right, after granting a reasonable period of grace with consideration of the circumstances and the remaining time, to terminate the contract with immediate effect for good cause.
7. Should a Participant fail to comply with his payment obligations, the Organizer may exercise his right of lien, retain the exhibits and the stand fittings, and have them auctioned at the expense of the Participant, each time after prior written notification, or to sell them privately if they have a stock exchange price or a market price.
8. All charges and fees stated in the Registration Form, these General Business Conditions of Participation and the Special Business Conditions of Participation are plus VAT at the statutory rate, if nothing different is legally stipulated.

### G. Non-participation by the Participant

1. Cancellation of the participation is possible **until Admission**. In such a case, the Participant shall owe the Organizer a fee of EUR 275.00 for the to-date services of the Organizer unless the Participant can prove that the Organizer did not incur such a cost or incurred a much lower cost. The admission is valid with sending the invoice.
2. A non-participation by the Participant despite admission does not release the Participant from his contractual obligations. The Participant shall be obliged, in particular, to pay the contractually due fees in full. The Organizer shall not be obliged to accept a replacement participant nominated by the Participant. If the Organizer is able to otherwise let the stand, the Participant will be credited with the proceeds obtained by the Organizer from such letting less a remuneration of 25 % of the net participation fee, but at least EUR 400.00.
3. In the case of a non-participation, the Organizer shall be entitled to let the stand space not used by the Participant to a third party or redesign the stand layout at the cost of the Participant in order to ensure a glasses appearance of the HookahFair/VaporFair.
4. The Participant will also not be released from his obligation to pay the participation fee if the assigned stand space is otherwise let but the total available space for the

HookahFair/VaporFair could not be entirely let.

5. If a Co-exhibitor and/or Additionally Represented Company does not participate, the obligation to pay the fee for their Admission will remain.

### H. Cancellation through the Organizer, relocation and change in the duration of the Event

1. The Organizer shall be entitled to cancel the HookahFair/VaporFair for good cause, change its date and location, change its duration or – if necessitated by space conditions, police instructions or other compelling reasons – move the stand space assigned to the Participant, change its dimensions and/or limit the stand space. Any change in regard to the venue or its time or any other change shall become an integral part of the contract when the Participant is notified accordingly. In this case, the Participant shall be entitled to withdraw from the contract within 14 days after receipt of the notice of change. Compensation claims against the Organizer shall be excluded in this case, unless the change was due to gross negligence or intent on the part of the Organizer or his agents.
2. In cases of force majeure that partly or completely prevent the Organizer from fulfilling his obligations, the Organizer shall be released from his obligations to perform the contract until such force majeure ceases. The Organizer shall immediately notify the Exhibitor of the force majeure case unless he is also unable to do so due to a force majeure case. The unavailability of sufficient supplies, such as electricity or heating etc., as well as strikes and lockouts, are also cases of force majeure unless they are of a short duration or caused by the Organizer. If the Event cannot take place due to force majeure, the Organizer shall be entitled to charge the Participant for his services rendered to date, and the amount shall be determined at the reasonable discretion of the Organizer (Section 315 of the German Civil Code - BGB), unless the Organizer is responsible for the cancellation of the Event.
3. The Participant shall be informed if the Organizer is able to stage the HookahFair/VaporFair, which was cancelled due to force majeure, at a later date. The Participant shall be entitled to withdraw from the contract within 14 days after receipt of this notification. Compensation claims against the Organizer shall be excluded in this case, unless the change of date was due to gross negligence or intent on the part of the Organizer or his agents.
4. If the Organizer is forced to shorten the HookahFair/VaporFair already in progress on account of the occurrence of force majeure or for other reasons for which he is not responsible, the Exhibitor shall not be entitled to claim full or partial reimbursement or waiver of the participation fee.

### I. Stand construction, fittings and design

1. All exhibition stands and other event areas shall be measured and marked by the Organizer. In case of doubt, the Organizer shall have the right to make a final decision (§ 315 of the German Civil Code).
2. The Participant is obliged to construct a Trade Fair / Exhibition stand on the rented stand space and to timely occupy his stand before the time/date mentioned in the Special Business Conditions of Participation. If the stand is not timely occupied, the Organizer shall be entitled to terminate the contract with immediate effect for an important reason.
3. Exhibits, stand equipment and/or other items, which were not shown on the application form or whose appearance, smell, lack of cleanliness, noise or other characteristics create an unreasonable nuisance or disturbance affecting the smooth running of the HookahFair/VaporFair or which otherwise turn out to be unsuitable shall be removed immediately at the request of the Organizer. If these items are not removed at once, the Organizer may dispose of them at the

- Participant's expense and terminate the contract immediately for good cause.
4. The Participant shall be responsible for the design and equipping of the stand. However, all specific criteria of the HookahFair/VaporFair and all rules and regulations of the Organizer, particularly the 'Technical Rules', the 'Special Business Conditions of Participation' and the provisions of the 'Service Document' must be complied with. The Organizer shall be entitled to request the Participant to submit plans and stand descriptions that are true to dimensions. The name or the company and the address or head office of the Participant shall be clearly marked on a stand sign. The names of the companies commissioned to design and build the exhibition stand shall be notified to the Organizer.
  5. The stand shall be properly equipped and occupied by knowledgeable personnel at the fixed opening times throughout the duration of the Event stipulated in the Special Business Conditions of Participation.
  6. If the design and/or equipment of a stand do not comply with the relevant specifications, the Organizer may request that the stand be changed or removed accordingly by the Participant. The costs in this case shall be borne by the Participant. If the Participant fails to comply with this request straightaway, the Organizer shall be entitled to change the stand at the Participant's expense or terminate the contract immediately for good cause.
  7. The Participant shall not be entitled to remove exhibits from the stand or start dismantling the stand before the beginning of the stand dismantling times stipulated in the Special Business Conditions of Participation. The stand dismantling and the restoration of the original condition must be completed no later than by the end of the dismantling time/date stated in the Special Business Conditions of Participation.
  8. Any exhibits exceeding the fixed height limits for the stands shall require the permission of the Organizer. This provision shall also apply to the presentation of very heavy exhibits for which foundations or special equipment are required.
  9. The Organizer has no responsibility for the items or goods left on the HookahFair/VaporFair site by the Participant or for such that were sold to a third party during the HookahFair/VaporFair. The Organizer shall be entitled to charge a reasonable storage fee for goods which are not dismantled and taken away on time. The Organizer shall also be entitled to remove and store goods immediately at the Participant's expense and risk.

#### **J. Advertising, Stand Activities**

1. Advertisement areas and activities must be requested separately with the "Advertising Form" in the Service Documents and require a written approval of the Organizer.
2. The Participant shall only be entitled to use any kind of advertising on his stand for his own company and solely for the goods which he produces or sells, provided they have been registered and admitted to the HookahFair/VaporFair.
3. Loudspeaker advertising, other acoustic measures and slide, film, video or computer presentations and other noisy measures shall require the written approval of the Organizer. This provision shall also apply to the use of audio or visual equipment for the purpose of attaining a better advertising impact. This also applies if the presentation of exhibits produces noise or other emissions or is annoying.
4. The Organizer is entitled to prevent, remove or have removed unauthorised measures of the aforementioned type at the cost of the Participant without recourse to the help of a court or the police. Licences that have already been issued may be subjected to restrictions or revoked in the interest of maintaining an orderly HookahFair/VaporFair if no other remedial measures are possible.

5. If the Participant plays back mechanically reproduced music, he shall be obliged to obtain the necessary public performance licence and pay the fees in this respect.
6. The carrying or driving around of advertising aids on the Event site and the distribution of printed material or samples off the stand are only allowed with the express and written permission of the Organizer.
7. The Participant shall be strictly forbidden to approach and interview visitors outside the stand. In the HookahFair/VaporFair of an infringement of this provision, the Organizer shall be entitled to terminate the contract immediately for good cause.
8. Political advertising and/or political statements shall not be permitted, unless the political statement forms part of the Fair. In the case of political statements or political advertising which are capable of disturbing the smooth running of the Fair or public order, the Organizer shall be entitled but not obliged to request the Participant to stop showing the offending items and to remove them from his stand. If the Exhibitor fails to comply with this request, the Organizer shall be entitled to terminate the contract immediately for good cause.

#### **K. Direct and Cash Sales**

Direct and cash sales shall not be permitted, unless it is expressly permitted in the event-related "Special Business Conditions of Participation". If direct selling is permitted according to the "Special Business Conditions of Participation", the items for sale shall be marked with clearly legible price tags according to the Price Quotation Ordinance.

#### **L. Exhibitor ID Cards**

After paying the invoice amounts in full, every Exhibitor shall receive for his stand Exhibitor ID cards entitling him to free admission to the Event. The number of Exhibitor ID cards shall not be increased through the inclusion of other Participants. Additional Exhibitor ID cards can be requested, at a charge, from the Organizer. The Exhibitor ID cards are intended for the stand personnel only, must be filled out in accordance with the instructions on the ID card and may not be given to a third party.

#### **M. Security, Cleaning, Waste Disposal**

1. Stand security and supervision during the daily opening hours of the HookahFair/VaporFair shall normally be the responsibility of the Participant, also during the stand construction and dismantling periods. The Organizer shall only be responsible for general supervision of the halls and the trade fairgrounds outside the opening hours of the HookahFair/VaporFair. No services shall be provided in connection with custody, safekeeping or protection of interests of the Participants. Valuable, easy-to-remove items belonging to the Participant shall be placed under lock and key at night-time.
2. The Organizer shall pay the costs for general cleaning of the trade fairgrounds and the exhibition hall aisles. The Participant shall be responsible for cleaning his stand/stand area. Cleaning of the stand shall be completed each day before the HookahFair/VaporFair starts. The Participant can also hire the cleaning company employed by the Organizer for the cleaning of his stand.
3. In the interest of environmental protection and environmentally-friendly trade fairs, the Participant shall be obliged in principle to reduce the amount of packaging and waste; this obligation shall also include the use of brochures. The waste disposal solely through the Organizer necessary for compliance with the statutory regulations must be requested with the 'Waste Disposal Form' in the Service Documents. If separate waste disposal systems are used, the Participant shall utilize them and also pay his share of any waste disposal costs according to the "polluter principle".
4. If the Participant leaves waste or other items behind after vacation of the stand space, the Organizer shall be entitled to dispose of such at the Participant's cost, and after the end of the dismantling period also without prior warning.

#### **N. Photography and other visual recordings**

1. All types of commercial visual recordings, especially photography and film/video recordings, on the trade fairgrounds may only be carried out by persons who have been authorized to do so by the Organizer and are in possession of a valid pass issued by the Organizer. Stand photographs, which are to be taken outside the daily opening hours and require special lighting, shall be subject to the approval of the Organizer. Any resulting costs shall be borne by the Participant, unless they are paid by the photographer.
2. The Organizer – and with consent of the Organizer – the press, radio and TV stations, are entitled to have photographs, drawings and sound, film, video and other pictures of the HookahFair/VaporFair happening, of the exhibition constructions and stands and the exhibits taken or be made and to use such free of charge for advertising or press releases.

#### **O. Laws, Regulations and Industrial Property Rights**

1. The Participant is solely responsible for the compliance with all statutory and official regulations and the obtainment of all permissions and approvals required pursuant to trade and health or other laws/regulations. The same applies for the compliance with, and protection of, copyrights or other industrial property rights in respect of the exhibits and services of third parties. The so-called 'exhibition protection', i.e. a 6-month protection starting from the beginning of an Event as a result of the German Act on the Protection of Designs and Exhibits dated 18 March 1904 (Reich Gazette p. 141) and the German Trademark Law Reform Act dated 25 October 1994 (Federal Gazette p. 3082) only applies if the Federal Minister of Justice published such a notification for the specific Event in the Federal Gazette.
2. In the event of a proven breach of industrial property rights by the Participant, the Organizer shall be entitled to terminate the contract with immediate effect for an important reason.

#### **P. House Authority, Smoking Ban**

1. The Participant shall comply with the Organizer's house authority throughout the trade fairgrounds during the HookahFair/VaporFair. The Participant shall follow the instructions of the Organizer's employees, who shall identify themselves by means of an official pass.
2. The length of stay on the trade fairgrounds for Participants and their employees or authorized representatives shall be limited to one hour before and after the daily opening hours of the HookahFair/VaporFair.
3. Stands of other Participants may not be visited outside the daily opening times without the permission of the stand owner.
4. The Organizer reserves the right to enforce a general ban on smoking in all rooms accessible to members of the public and the Participants if this is ordered by legal or official regulations, or if the Organizer views such a regulation to be appropriate according to due discretion.

#### **Q. Violations of Duty by the Participant, Right to terminate the Contract, Contractual Penalty**

1. Should the Exhibitor contravene the General Business Conditions of Participation, the Special Business Conditions of Participation or the Technical Guidelines, the Organizer is entitled, after prior warning, to impose a contract penalty of EUR 500.00 for each case of contravention. In cases of repetition, to impose a penalty of EUR 1000.00 where the Exhibitor is a merchant. The right of the Organizer according to these conditions to eliminate the contraventions in another manner at the expense of the Exhibitor or to close the stand remains not with standing intact.
2. The Organizer has the right to withdraw the use of supply points and conduction from the electricity network from any Exhibitor who is

arrears with due payments and/or infringed against the General and Special Business Conditions of Participation particularly Advertising and Stand Activities.

3. Culpable breaches of the duties and obligations of the Participant arising out of the contract or culpable breaches of the 'House Rules' entitle the Organizer to immediately terminate the contract with immediate effect for an important reason if such breaches do not immediately cease after request.
4. If the contract is terminated for good cause, the Organizer shall be entitled to close down the Participant's stand immediately and request the Participant to dismantle the stand straight away and vacate the stand space.
5. If the Participant does not dismantle the stand or clear the stand area on time, the Organizer shall be entitled to either personally dismantle the stand and/or clear the stand area or have this work carried out by third parties at the expense of the Participant.
6. The Participant shall be obliged to pay the due participation fee for the rest of the HookahFair/VaporFair if the stand area cannot be hired or can only be hired for a consideration through exchange with the stand area of another Participant.
7. The flat-rate fee for the redesign in such a case is 25% of the net participation fee, but at least EUR 400.00, unless the Participant proves that the Organizer did not incur any cost or incurred a much lower cost.
8. The Organizer shall be entitled to request the Participant to pay in every individual case a maximum contractual penalty of EUR 10,000, which is to be fixed by the Organizer according to his fair judgement and judicial revisable in the event of dispute, if the Participant culpably violates his obligations from: the exhibition of unpermitted items, unauthorized transfer of stand space, the stand construction, non-removal of annoying objects, the missing equipping or manning of the stand, the stand design / equipping, the premature stand dismantling and/or timely vacation, the unauthorized approaching/interviewing of visitors, the ban on political advertising, breaches of the cleaning obligations, the infringements of industrial property rights. If the Organizer is also entitled to compensation on account of the culpable infringement of obligations by the Participant, the contractual penalty shall be offset against the compensation claim.

#### **R. Liability and insurance**

1. In the case of gross negligence, the Organizer shall only be liable for the actions of his legal representatives and managers, except in the case of material contractual obligations (cardinal obligations) or in the event of loss of life, physical injury or damage to health.
2. In the case of slight negligence, the Organizer shall only be liable for the violation of material contractual obligations or in the event of loss of life, physical injury or damage to health.
3. The Organizer shall only be liable, irrespective of the legal reason, for foreseeable damage which can typically be expected to arise.
4. In the case of slight negligence and except for cases of bodily injury, damage to health and death, the liability of the Organizer is limited to EUR 5,000.00.
5. The Organizer's liability without fault for already existing defects in accordance with § 536 a (1) of the German Civil Code (e.g. stand equipping) and for any subsequent losses of the Participant shall be expressly excluded.
6. For property damage, the Organizer shall only pay compensation at the current value, provided that written proof of the purchase cost is submitted.
7. If damage occurs during the HookahFair/VaporFair, such must be immediately reported to the Organizer and if caused by a third party and/ or deliberately also to the police.
8. A compensation for damage is excluded if a late damage reporting for which the Participant is responsible results in compensation payment being refused by the Organizer's insurance

company or a third party liable for compensation payment.

9. The Participant shall be liable to the Organizer for the damage caused by the Participant himself, his employees, authorized representatives or exhibits and stand fittings.
10. If the Participant is an Event Organizer as defined by the German Ordinance on Places of Public Assembly as amended (Versammlungsstättenverordnung) he has the responsibility resulting from such. In this case, the Participant is obliged to indemnify the Organizer and his vicarious agents, regardless of their duties pursuant to Section R.1 against all claims of recourse and fines due to their liability as operator.
11. The Organizer has not taken out any insurance cover for the Participant. The Organizer expressly points out the Participant's own insurance possibilities.

#### **S. Consolidation into a Lump Sum, Saving Clause, Statutory Limitation, Right of Retention**

1. In all cases of lump-sum damages and fees, the right of the Organizer to prove a higher loss or cost to the Participant remains unaffected. The Participant is entitled to prove that no loss or cost was incurred or that a loss or cost much lower than the lump sum was incurred.
2. If one of the clauses of the General and Special Business Conditions of Participation is or becomes invalid or unenforceable, the validity of the contract and/or the other clauses of the Conditions shall not be affected. In such a case, the Organizer and the Participant undertake to agree on a valid and enforceable clause that is deemed applicable from the start and comes as close as possible to the purpose of the clause to be replaced. This analogously applies for the filling of any gaps.
3. The limitation period for claims against the Organizer shall be one year, unless they are due to gross negligence or intention the part of the Organizer or the claims are subject to a statutory limitation period of more than three years. The period of limitation begins with the last day of the HookahFair/VaporFair.
4. The Participant can only offset counter-claims that have become res judicata, are undisputed or acknowledged by the Organizer against the Organizer's claims. This provision shall also apply to rights of retention if the Participant is a registered trader, a legal person under public law or a special public asset. If the Participant does not belong to this group of persons, he shall be entitled to exercise a right of retention in so far as his counterclaim is based on the same contractual relationship.

#### **T. Written Form, Place of Performance, Place of Jurisdiction, Applicable Law**

1. All claims on the part of the Exhibitor against the Organizer are to be submitted in writing. Agreements subject to alteration or addition, with respect to either supplementary conditions or changes to existing written clauses only take effect if submitted in writing.
2. The entire legal relationship between the Organizer, his employees and vicarious agents on one side and the Participant, his employees and vicarious agents on the other side is subject to the laws of the Federal Republic of Germany. The German texts of the contract conditions are solely decisive and legally binding.
3. For both contracting parties, the place of performance and place of jurisdiction (also for legal proceedings for dishonoured cheques or bills) shall be the domicile of the Organizer, provided the Participant is a registered trader, a legal person under public law or a special public asset, or if there is no general place of jurisdiction in Germany. However, the Organizer shall reserve the right to take legal action at the general place of jurisdiction of the Participant.