

General Terms & Conditions for Partners of FMX 2017

1. Registration

A signed offer/booking is required for participating at FMX 2017. The relevant contract is brought about on the basis of the counter-signed offer (dated and signed). On signing said contract, the contractual partner acknowledges the binding nature of the following General Terms & Conditions. The contractual partner shall ensure that the persons it employs at the event also receive and observe these General Terms & Conditions. The contract shall not incorporate any terms and conditions specified by the contractual partner.

2. Terms of Payment, Cancellation

2.1 Terms of Payment

After the contract has been signed by both the organiser and the contractual partner, the organiser shall issue an invoice for the full total amount, which amount shall fall due for payment immediately on receipt of invoice (payment deadline: 14 days) and must be received in the organiser's bank account by 1 April of the year of the event at the latest. The contractual partner shall ensure that the invoiced amount is credited to the organiser's bank account with no deductions made (e.g. bank charges, etc.).

The organiser's prices are in Euro (€). Value-added tax at the statutory rate must be added to the prices quoted. In the event of any change in VAT, the organiser shall be entitled to adjust its prices accordingly.

2.2 Cancellation by the Contractual Partner

If the contractual partner cancels after signing the offer/booking, the contractual partner undertakes to pay the following graduated cancellation fees:

Cancellation before 01.01. of the year of the event: 10% of the total amount
Cancellation before 01.03. of the year of the event: 25% of the total amount
Cancellation before 01.04. of the year of the event: 50% of the total amount
Cancellation after 01.04. of the year of the event: 100% of the total amount

The contractual partner may furnish proof that the organiser has sustained no losses at all, or only losses to a substantially smaller degree. Cancellation by the contractual partner must always be declared in writing.

2.3 Cancellation by the Organiser

The organiser is entitled to declare cancellation:

- if the payment has not been received in full by 1 April of the contractual year at the latest, or if the contractual partner does not pay before a set deadline expires;
- if the hired space has not been fitted out or staffed in a timely fashion prior to the opening of the FMX event;
- if the contractual partner breaches the house rules and does not cease such conduct after being warned about the consequences;
- if the admission requirements are no longer met by the person representing the contractual partner booked in, or if the organiser subsequently gains knowledge of reasons which, if known in good time, would have justified refusing admission. This shall apply in particular if insolvency proceedings are instituted against the contractual partner's assets, or if such proceedings are dismissed owing to lack of sufficient assets to cover the procedural costs, or if the exhibitor falls bankrupt. The contractual partner shall notify the organiser without delay if any of the above circumstances occurs.

3. General Terms

3.1 Date and Place of the Event

Unless a date and place for the event booked by the contractual partner is expressly agreed upon by contract, the organiser shall fix the date and time of the event as well as the event location at its own discretion (Civil Code § 315). The date on which registration is received shall be irrelevant for this.

3.2 Obligation to Participate

The contractual partner shall be under obligation to realise the event it has booked to the extent contractually agreed. If participation becomes impossible, it must immediately notify the organiser to this effect in text form.

3.3 Assembly, Disassembly

After contract closure, the contractual partner shall be informed in a timely fashion of the exact dates for assembly and disassembly. Such dates shall be binding for the contractual partner.

The contractual partner shall be liable for any damage to the floor and walls and to any borrowed or hired materials that are put at its disposal. Foundations and installed materials must be removed entirely and any damage must be properly repaired. Otherwise the organiser shall be entitled to have this work done at the exhibitor's expense, without prejudice to claims to further damages.

3.4 Placement of Partner's Logo

Unless expressly agreed otherwise, the organiser shall place the contractual partner's logo on the partner page of the FMX website, exercising its own discretion (Civil Code § 315).

3.5 Surveillance, Cleaning

Surveillance of the event shall be done by the organiser. The contractual partner shall be responsible for surveillance of its technical equipment and any other items it brings with it. Effecting adequate insurance coverage is recommended to forestall any losses.

The organiser shall ensure general cleaning of the grounds and of the event site. The contractual partner shall be responsible for any additional cleaning of the hired space that is necessary. The contractual partner shall be responsible for disposing of any refuse it causes. Costs incurred for refuse that exceeds the normal volume shall be charged applying the "polluter pays" principle.

3.6 Advertising

All manner of advertising, in particular handing out printed advertising materials, is only permitted within the space hired by the contractual partner. Other than this, displaying advertising and information materials in the places provided and marked for the purpose is permitted by arrangement with the organiser and with the organiser's approval. The organiser reserves the right to have advertising materials removed at the contractual partner's expense that are displayed or put up without permission.

3.7 Sub-Contractors

The organiser is entitled to place whole assignments or part orders with third parties without prejudice to its obligations towards the contractual partner.

3.8 Protection Against Competition

No protection against competition shall be granted to the contractual partner by the organiser.

3.9 Intellectual Property in FMX

The contractual partner acknowledges that the organiser has exclusive title to all and any rights in the FMX event, in FMX's look and feel including its website, and in the "FMX" logo – in particular copyrights, registered designs, utility models and trademarks.

3.10 Third-Party Rights

If any third party files a claim against the contractual partner to the effect that its rights are infringed by a service provided by the organiser, the contractual partner shall fully inform the organiser in writing without delay and give it opportunity to ward off the claims being asserted.

If the contractual partner provides the organiser with drawings, models or samples for the purpose of manufacturing products, it shall guarantee to the organiser that they are clear of third party rights. If any claim for property rights is filed against the organiser by a third party, the contractual partner shall release and discharge the organiser from such claims on first request. In any such case, the organiser – without reviewing the legal position – shall be entitled to cease manufacturing and supplying the products concerned, until such time as the alleged property rights have been clarified.

3.11 References

The organiser shall be entitled to name the contractual partner as a reference customer.

3.12 Infrastructure

Power supplies, data cables, telephone facilities and other services in the venue(s) shall be provided exclusively through the organiser. The contractual partner is expressly prohibited from installing its own wireless network.

3.13 House Rules

The contractual partner shall be subject to the organiser's house rules on the entire grounds throughout the event. Instructions issued by persons working for the organiser, who can be identified by their special ID pass, must be followed.

Providing food and beverages of any kind whatsoever other than free samples is prohibited.

3.14 Photos, Films, Drawings, Sound Recordings

Prior written permission is required from the organiser before any commercial photos, films, drawings or sound recordings may be made. If this rule is breached, the organiser reserves the right to cancel admission to the FMX event, to ban the infringer from entering, and to confiscate and destroy the takes or recordings.

In the event of visual and/or sound recordings being made during the FMX event by persons authorised to do so, the contractual partner consents to inclusion in such visual and sound recordings and agrees to the recordings being broadcast or published, without any entitlement to payment being incurred.

4. Special Terms for the Marketplace, School Campus and Recruiting Hub

4.1 Exhibition Stand Construction

Unless expressly agreed otherwise, construction of the exhibition stand shall be the sole responsibility of the contractual partner.

The organiser reserves the right to limit the stand's dimensions (width, depth, height) by a maximum amount of 15 cm respectively. This shall not entitle the contractual partner to make any reduction in the payment.

4.2 Assembling and Running the Stand

The contractual partner undertakes to complete assembly of the stand by the agreed date, at the latest by the opening of the Marketplace, School Campus or Recruiting Hub, and to run and staff it throughout the entire event.

The stand must be taken down within the time allowed for disassembly that is fixed at the organiser's own discretion and communicated to the contractual partner. Disassembly before the end of the event is not permitted.

When designing the stand, the contractual partner shall take into account the overall appearance of the event. In this context, the organiser is authorised to prescribe modifications to the stand design at its own discretion. The height measurements for stands as laid down in the contract must be heeded; permission for different height measurements must be requested from the organiser. Nothing may be placed on the walkways around the stand, which must be kept clear for safety reasons. All the materials used in construction must be flame-resistant.

Presentations at the stand may not impair or disturb the surrounding stands and workshop spaces; use of microphones (or any other loud acoustics) is not permitted.

4.3 Co-Exhibitors

A co-exhibitor shall be understood to mean any party participating at the contractual partner's stand with its own staff and presenting its own offers.

The contractual partner shall state all the co-exhibitors participating at its stand. The inclusion of co-exhibitors, sub-letting the stand and allowing third parties to use the stand are each subject to a fee and shall require prior approval from the organiser.

For the inclusion of co-exhibitors, for sub-letting the stand or for allowing third parties to use the stand, the organiser shall in each case charge an extra lump-sum, amounting to EUR 300 plus statutory value-added tax, to be paid in addition by the contractual partner to cover organisational costs. All the services used by the co-exhibitors shall be charged to the contractual partner. The contractual partner shall be liable for fault on the part of its co-exhibitors as for its own fault.

5. Guarantee

The organiser gives a guarantee in accordance with statutory regulations, unless otherwise specified under.

The contractual partner shall immediately inspect all goods and services provided by the organiser to check that they conform with the contract, are complete and are clear of defects, and it shall report any deviations or defects without delay. If the contractual partner fails to file such report, the goods or services shall be deemed approved, unless the defect concerned was not discernible on initial inspection. If any defect subsequently emerges, the contractual partner shall report it immediately on discovery; otherwise the item or service shall be deemed approved with regard to such defect. Moreover, if an item or service is deemed approved, the contractual partner's rights pursuant to Civil Code § 437 ff. and § 478 shall be excluded.

If the organiser establishes that a defect claimed by the contractual partner in the item provided is owing to the defectiveness of an item delivered by one of the organiser's suppliers, the organiser shall notify the contractual partner to this effect in writing and shall assign its guarantee rights and rights of recourse vis-à-vis the supplier concerned to the contractual partner. In this case, the contractual partner may only file guarantee and recourse claims against the organiser on proving that it has previously brought such claims against the supplier to no avail.

6. Liability

For losses caused by anything other than mortal injury, physical harm or health damage, the organiser shall only be liable insofar as the losses are based on intent, gross negligence or a culpable breach of cardinal duty by the organiser or its vicarious agents. The organiser hereby excludes any liability for losses beyond this. The provisions of the Product Liability Act shall remain unaffected.

The contractual partner shall be liable in accordance with statutory regulations. Effecting exhibitor insurance is recommended.

7. Official Permits

As a matter of principle, the contractual partner shall obtain any official permits it requires. It shall be responsible for observation of GEMA rules and for compliance with statutory regulations laid down in trade law, police law, health law and other legislation, in particular the Machine Safety Code (*Gesetz über technische Arbeitsmittel*, "Gerätesicherheitsgesetz"). All and any costs thus incurred – such as e.g. fees, charges, levies, etc. – shall be paid exclusively by the contractual partner.

8. Force Majeure

8.1 Cancellation of the Event

If the organiser is unable to stage the event by reason of some circumstance for which neither it nor the contractual partner is responsible, entitlement to the contractually agreed remuneration shall lapse. However, the organiser may charge the contractual partner for any work the latter has commissioned up to the amount of the costs actually incurred, unless the contractual partner proves that the work results are of no interest to it.

8.2 Subsequent Staging of the Event

If the organiser is in a position to stage the event at some later date, it shall notify the contractual partner to this effect without delay. Within one week of receiving such notification, the contractual partner shall have the right to decline participating on the changed date; in this case, its entitlement to the hired space shall lapse.

8.3 Event Already Commenced

If the organiser has to shorten or cancel an event already commenced owing to an occurrence of *force majeure*, the contractual partner shall have no entitlement to any repayment or waiver of the fees.

9. Final Provisions

9.1 Privacy

The contractual partner consents to the organiser storing, processing and transferring personal data for business purposes, also via automatic data processing, in accordance with the Federal Data Protection Act.

The contractual partner consents to the organiser storing, processing and transferring business data for business purposes, also via automatic data processing, to the extent required for the organiser's purposes or for the purposes of entities associated with the organiser, or insofar as some other legitimate interest exists.

9.2 Secrecy

The contracting parties reciprocally undertake to observe absolute secrecy regarding all the business and trade secrets coming to their knowledge in the context of the contractual relationship and not to disclose same to third parties. Business and trade secrets shall be deemed any details about the other contracting party's business circumstances, insofar as the latter does not publish them itself. These obligations shall continue to persist beyond the end of the contractual term.

9.3 Written Form

Any derogation from the content of the contract and any ancillary agreements shall only be binding in law provided they have been confirmed by the organiser in writing. No oral ancillary agreements have been reached.

9.4 Place of Jurisdiction, Choice of Law, Contract Language

Ludwigsburg shall be place of jurisdiction.

All legal relations between the contractual partner and the organiser shall be exclusively governed by German law, excluding CISG.

If a contract is drawn up in more than one language, the German version only shall be binding for both parties.

9.5 Place of Performance

Stuttgart shall be place of performance.

9.6 Severability

If any provision of the contract, any provision incorporated in the contract at some later date, or any provision of these General Terms & Conditions is entirely or partly invalid or impracticable or loses its validity or practicability at some later date, or if any omission becomes apparent, this shall in no way affect the validity of the remaining provisions or terms. In case this occurs, the contractual parties here and now agree that statutory regulations shall apply in lieu of the ineffective or impracticable clause or by way of remedying the omission.