



## **Special terms and Conditions for VELOBerlin 2019, 27.–28.4.2019**

### **1. Conditions of Participation**

The special conditions underlie the general terms and conditions of Messe Friedrichshafen GmbH. Should other provisions be met within these Special Conditions, the following clauses will apply.

### **2. Organiser/Contractual Partner**

Messe Friedrichshafen GmbH  
Neue Messe 1  
88046 Friedrichshafen  
Tel: +49 7541 708 0  
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### **3. Promotion/Organisation**

Velokonzept Saade GmbH  
Straßburger Str. 55  
10405 Berlin  
Telefon: +49 30 311 65 14 - 0  
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Email: [messen@velokonzept.de](mailto:messen@velokonzept.de)  
Internet: [www.velokonzept.de](http://www.velokonzept.de)

### **4. Place of Event**

Berlin

### **5. Date of Event**

27. and 28. April 2019

### **6. Opening Hours**

27 and 28 April 2019 from 10 am – 6 pm

Exhibitor's Access:

Saturday: 8 am – 7 pm and Sunday: 9 am – 6 pm

Times subject to alteration.

### **7. Setting-up Times**

25. April 2019 from 2 pm to 8 pm

26. April 2019 from 8 am to 8 pm

It is the exhibitor's responsibility to be finished within the set time.

Times subject to alteration.

### **8. Dismantling Times**

28. April 2019 from 6 pm - 12 midnight and

29. April 2019 from 8 am - 12 noon

Subject to alteration.

## **9. Application Deadline**

8.4.2019

## **10. Nomenclature**

Bicycle, city, trekking and touring bikes; Electric bicycles; Mountain, racing and triathlon bikes; Bikes for children and youth; Special bikes (folding and recumbent bikes, tricycles, rehab mobility, tandems); Bicycle accessories, equipment; Clothing, shoes, helmets; Tourism, travel and holiday destinations; metromobile, intermodality products/offers, electromobility; Freight bicycles, trailers, bike racks for cars; Bicycle art, urban cycling culture; Family mobility; Navigation, GPS, apps; Health, fitness, nutrition; Other.

## **11. Admission**

Only companies, organisations and institutions that correspond with the aforementioned nomenclature will be permitted to exhibit at the trade fair. The organiser reserves the right to decide whether exhibitors will be permitted to participate and if so, what location they will be allocated. The admission of additional exhibitors in a rented booth is only possible when these have previously registered as co-exhibitors. There are no legal grounds to insist upon admission as an exhibitor. We do not charge extra fees for co-exhibitors.

## **12. Registration**

To register, please use the form provided by the organiser. If an exhibitor's participation is dependent upon their request for a particular location, we regret that we will be unable to accept their registration. Similarly, we are also unable to accept unconfirmed registrations. Upon registration, the participant consents to the general Terms and Conditions as stated by Messe Friedrichshafen GmbH for participation at VELOBerlin 2019 including those listed under Special Conditions for VELOBerlin 2019.

## **13. Booth Rental**

In accordance with the description on the registration form.

## **14. Guidelines**

The given booth perimeters as defined in the booth plan are not to be exceeded. The technical guidelines according to Flughafen Tempelhof apply (<http://veloberlin.com/ausstellerserviceheft.html>), including for instance, that all materials and tents must be certified B1 (flame resistant) and clearly labelled as such. Any deviations from this ruling require the organiser's permission. The trade fair obligates the exhibitor to provide dividing walls between them and their neighbouring booth. The booth space is to be returned to the organiser in its original state within the given deadline. Any material that has been applied to the booth or floors of the exhibition hall, such as carpet tape or glue is to be removed without causing damage to any surfaces. Failing that, the organiser will be obliged to charge the exhibitor with any resulting repair costs. Further compensation claims remain reserved. In addition, the exhibitor is also liable for any damages to the floor, the walls and any rented or borrowed material.

## **15. Exhibitor Passes**

The exhibitor passes are valid from the first until the last day of the event and provide admission to the entire event. The number of free exhibitor passes per exhibitor is dependent upon the registered size of the booth in sqm:

- up to 20 sqm 3 passes
- 20 – 50 sqm 1 extra pass for each additional 10 sqm
- from 50 sqm 1 extra pass for each additional 20 sqm

Further exhibitor passes can be ordered and purchased at a price of €10/each, plus VAT.

## **Messe Friedrichshafen GmbH General Terms & Conditions for VELOBerlin 2019, 27.–28.4.2019**

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### **1) General Information**

#### **i) Registration**

By registering, exhibitors acknowledge and accept the General Terms & Conditions contained in the accompanying form. Said form is to be filled out completely and signed with a legally binding signature by the exhibitor and returned to the organiser. Exhibitors are liable for errors in filling out the forms. By registering, exhibitors declare their consent for their provided registration information to be saved, evaluated and possibly forwarded to third parties for purposes relevant to the processing of the trade fair. Exhibitors also become obligated to participate in visitor and evaluation programmes and they declare their consent for information about such participation to be disseminated through the media.

#### **ii) Admission**

The contract goes into effect with the organiser's acceptance of the exhibitor's legally binding, fully completed exhibition stand registration form. The finalised contract is documented with a written confirmation of the booking issued by the organiser. Exhibitors have no legal right to admission. The organiser can exclude individual exhibitors or co-exhibitors from participating in the event on objectively justifiable grounds.

#### **iii) Stand location**

The location of the exhibition stands will be determined by the organiser, taking into account the theme and the available space. The organiser's written consent is required for exchanging the allocated exhibition stand space with another exhibitor or allowing third parties to use a part of or the entire stand. When allocating the stand space, the organiser has the right to diverge from exhibitor's requested size, shape and location. Such divergence does not entitle the exhibitor to compensation claims or the right to withdraw from the contract. The exhibitor must accept that the

location of the other stands may have been changed from the original plans by the time the event begins. Compensation claim rights are excluded.

#### **iv) Co-exhibitors**

Co-exhibitors consist of anyone exhibiting their goods or services with their own personnel and materials at an exhibitor's stand. Co-exhibitors are only permitted to participate if they have been registered in advance. Should numerous exhibitors hire a jointly-shared space, they must appoint an authorised representative for the entire group in the registration form. This person is the sole representative on behalf of the group for negotiations with the organiser. The authorised representative is liable for any debts owed by the others in the group or by himself/herself.

#### **v) Sales regulations**

The organiser permits the direct sale of exhibition goods. Products which do not coincide with the character of the trade fair may not be sold. Only as-new exhibition goods corresponding with the business segment product range of the trade fair may be exhibited. In addition, the provisions of Germany's Price Indication Directive (PAngV) must be complied with. The organiser can demand the removal of those exhibition goods not listed in the stand registration form or deemed to be a nuisance, a hazard or inconsistent with the objective of the event. If the exhibitor fails to comply with such a demand, the organiser will have the goods removed at the exhibitor's expense. The exhibitor is responsible for ensuring that the exhibition goods are protected by copyrights and other relevant commercial protective rights. Any services like the rental of bicycles for test purposes have to be free and may not be sold.

#### **vi) Payment terms**

The rent for the exhibition stand space (stand rental) and all other charges are net prices to which the applicable legally stipulated VAT will be added and must be paid. The exhibitor will receive an invoice for the exhibition stand space enclosed with or after having received the confirmation of the stand booking; with regard to additional charges and stand construction packages, invoicing depends on the order date. All invoices are payable upon receipt. Only those objections made in writing to the organiser within 14 days of invoicing will be taken into consideration. The balance of any stand rental changes will be either reimbursed or subsequently invoiced accordingly. Exhibitors are not permitted to assign receivables owed to the organiser to third parties. Offsetting receivables is only permitted with undisputed or legally validated counterclaims. As security for receivables, the organiser reserves the right to assert his landlord's lien rights and sell the pledged property after providing written notification to the exhibitor. The organiser is only liable for damages to the pledged property in the event of malice aforethought or gross negligence.

#### **vii) Contract termination**

Exhibitors must also pay the full amount of their stand rental if they cancel their participation or fail to participate in the fair without prior notice. If the organiser is able to rent the exhibition stand space to another party, a reduction of the payment obligation amount is possible. In the event that the available exhibition space in question is rented in its entirety to another party, the organiser retains the right to receive 25% of the originally agreed exhibition stand space rental price along with any related additional costs from the initial lessee. In the event of any doubts in this regard, the exhibitor must prove to the organiser that the organiser failed to execute a possible substitute rental of the space. To the extent that unrented exhibition space is still available, proceeds from a subsequent rental are not to be considered. The organiser has the right to withdraw from the contract in the event that the exhibitor has failed to wholly meet his/her obligations from this contract, or has only partially met those obligations and the stand is not recognisably occupied in good time prior to the opening of the event. Furthermore, the organiser can withdraw from the contract if the stand allocation was conducted on the basis of incorrect prerequisites or inaccurate information provided by the exhibitor, or the prerequisites for the stand admission no longer exist. In such cases, the exhibitor is still obligated to pay the stand rental in accordance with Point 6 and to

pay for all of the services performed on the basis of his/her registration. The organiser reserves the right to cancel an event due to a lack of exhibitor interest. Exhibitors registered at such time have no right to damage compensation claims for the cancellation of the event. In such cases, the payments already made by exhibitors will be refunded.

#### **viii) Force majeure**

If the organiser is forced to shorten, postpone or cancel the event due to force majeure, exhibitors subsequently do not have contractual withdrawal or cancellation rights or other claim rights, particularly damage compensation rights. If the event has to be postponed or moved to another location on this extraordinary basis, an exhibitor's registration also applies for the new date and the new terms if said exhibitor fails to submit a corresponding written objection to the organiser within two weeks of receiving notification of the new terms.

#### **ix) Liability/Insurance**

The organiser is liable up to a maximum of the amount of the affected exhibitor's exhibition stand space rental for damages based on contractual obligation breaches by the organiser and for those which the organiser is responsible and which verifiably occurred on the event site during the event. The organiser accepts no liability whatsoever for damages caused by third parties or resulting from force majeure. In particular, the organiser is not liable for damages, theft or other forms of the whole or partial destruction or diminishment of exhibition goods or exhibition stand equipment. The exhibitor is liable for all personal or material damages culpably caused by the exhibitor, the exhibitor's legal representatives or vicarious agents. In particular, this liability also encompasses damages to the premises and the surrounding area.

#### **x) Exhibitor passes**

For the duration of the implementation period of the trade fair, exhibitors receive a fixed number of exhibitor passes listed in the exhibitor service booklet free of charge. There is a charge for additional requested passes. Access to the fair property is only permitted with the non-transferable exhibitor passes issued by the organiser.

#### **xi) Advertising/Entertainment/Recordings**

All forms of advertising are permitted only within the stand space rented by the exhibitor and only for the exhibitor's own company and products produced or sold by the exhibitor. The carrying or driving around of advertising materials on the event site and the distribution of printed materials and samples outside the rented exhibition stand space are not permitted. This also applies to addressing and interviewing visitors outside the rented stand space. Musical and lighting presentations of all kinds and the operation of PA systems must be reported to the organiser prior to the start of the event and require the organiser's express permission. In the interest of maintaining the orderly operation of the event, such permission and the permission to present machinery, acoustic devices or projection equipment can be restricted or withdrawn. It is the exhibitor's responsibility to obtain the corresponding public performance licenses and to pay the corresponding fees for playing recorded music. The organiser is authorised to review the exhibitors' exhibition stands and goods in words and images and to use recordings of such to promote and advertise the event. Commercial photography, filming and drawing within the event site require the organiser's written consent.

## **2) Exhibition stands**

### **i) Stand construction regulations**

Exhibition stands, including their furnishings, exhibits and advertising materials, must be set up in a manner that does not endanger public order and safety, in particular life and health. Exhibitors are responsible for the structural safety of their stands and may be required to provide proof of such. As long as the contractual requirements are complied with, the design of the stand is up to the exhibitor in question unless otherwise noted. Transporting exhibition goods out of the fair and dismantling

exhibition stands prior to the conclusion of the event are not permitted. In the event of violations of this provision, the organiser is authorised to charge the exhibitor in question a penalty of 3,000.00 €. Conversely, exhibition goods still located at the stands following the expiration of the final disassembly date will be removed and transported to a storage location by the organiser at the exhibitor's expense. Furthermore, the hall operator's technical guidelines and the regulations contained in the exhibitor service booklet apply..

#### **ii) Stand construction permission**

Assuming that all of the currently applicable technical guidelines and the guidelines contained in the exhibitor service booklet are complied with, it is not necessary to submit a drawing for the approval of single-tier exhibition stands which do not occupy space exceeding 100 sqm and are not higher than 3 m. Permission must only be obtained from the organiser for all stand constructions deviating from the norm. Objections to the location, type or size of the stand which are not excluded in accordance with Section I, Point 3 must be submitted to the organiser in writing prior to beginning the stand's construction.

#### **iii) General rules & regulations**

During the event and throughout the entire trade fair site, the exhibitors are subject to the house rules of the hall operator and the organiser. Any instructions issued by representatives of the hall operator and the organiser must also be obeyed. Exhibitors must comply precisely with the build-up and dismantling dates specified in the exhibitor service booklet. Exhibitors are required to have personnel at their stands during the established opening hours and throughout the entire duration of the trade fair. Delivery vehicles must be removed from the delivery access area directly after unloading quickly. No vehicle traffic whatsoever is permitted on the exhibition site during opening hours. Fire extinguishers, emergency exits and instruction signs must be directly accessible and easily visible. The hallways are to be kept free from obstacles at all times in order to serve as escape routes. During the event, the only vehicles permitted to drive on the trade fair site are those displaying an entry permit or a parking ticket. During the event, said vehicles must complete unloading punctually before the start of the daily opening hours and must leave the site immediately after unloading. Exhibitors and accompanying persons must leave the halls and remove all their vehicles from the site within one hour after the official public daily closing time. As for the remainder, the hall operator's regulations apply.

### **3) Other services**

#### **i) Security service**

Personnel contracted by the organiser conduct the general security monitoring of the site with no liability for losses or damages. Exhibitors are responsible for the supervision and security monitoring of their stands; this also applies during the build-up and dismantling periods prior to the start and following the end of the event. Exhibiting company employees are not permitted to remain with the stands at night.

#### **ii) Cleaning/Waste disposal**

The organiser is committed to the preventative protection of the environment. If sorted waste disposal systems are implemented, exhibitors are required to participate in and comply with such systems. The organiser arranges the general cleaning of the site and the hallways. Exhibitors are responsible for the daily cleaning of their exhibition stands. Cleaning work must be completed by the time the hall opens to the public each day.

#### **iii) Utility connections**

Utility connections must be ordered using the corresponding forms. Only companies approved by the organiser or hall operator may install the utility connections that hook up to the stand. However, exhibitors can commission an appropriately qualified company of their choice for electrical and utility

considerations within the stands themselves. The exhibitors are liable for any damages occurring as a result of such installations. To the extent that such is not otherwise regulated in the Special Terms & Conditions, utility consumption costs, installation costs and other related services will be invoiced separately. Orders can be found in the corresponding forms in the exhibitor documentation. The organiser or hall operator is permitted to remove or shut down at the exhibitor's expense any connections and equipment which do not comply with the applicable regulations or which exceed permitted consumption rates. The exhibitor in question is responsible for all damages occurring in conjunction with the use of unregistered utility connections or utility connections that were not executed on the instructions of the organiser. The trade fair company and the organiser are not liable for interruptions or performance fluctuations in the electricity supply.

#### **iv) Final provisions**

Changes to this contract must be executed in writing. In order to be valid, oral agreements must be confirmed in writing by the organiser. The exhibitors are fundamentally responsible for obtaining official permits and complying with GEMA regulations and prescribed trade, police, health and other legal provisions, including, in particular, Germany's Equipment Safety Act. The reciprocal rights and obligations resulting from this contractual relationship and on the basis of this contract are subject to the laws of the Federal Republic of Germany. In the event that a provision contained within these participation terms proves to be wholly or partially impracticable, the validity of the other provisions remains unaffected by such. In this event, the impracticable provision is to be replaced by a valid provision corresponding with the intended regulatory purpose of the original.

#### **v) Place of fulfilment/Place of jurisdiction**

The place of fulfilment is Berlin. The same applies for the place of jurisdiction in the event that the lessee is a registered trader or a legal entity under public law, or has no general place of jurisdiction in Germany.

Status: Juli 2018