

## 1. SCOPE

The following terms and conditions ("GTC") apply to the exhibition "Mary Jane Berlin 2020".

### 1.1. Location and organizer

The exhibition "Mary Jane Berlin 2020" will take place on Flughafen Tempelhof • Platz der Luftbrücke 5 • Entry at Hangar 5 • 12101 Berlin. Organizer of the exhibition "Mary Jane Berlin 2020" is Mary Jane Berlin GmbH  
Managing Director: Duc Anh Dang  
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### 1.2. The contractual relationship between the exhibitor and the organizer shall be governed by following provisions in the following order of priority:

- Individually agreed contracts
- these terms and conditions
- Legal regulations.

### 1.3. GTC of the respective location must be observed and complied with.

## 2. REGISTRATION

### 2.1. Registration must be executed by the exhibition registration form according to the relevant exhibition, which has to be filled in and signed legally binding and sent to the organizer. A provided offer signed by the exhibitor/sponsor and stamped with the company stamp is equally valid in either case.

### 2.2. The submission of the registration form does not justify a claim for admission. The return of the filled and signed registration form/offer to the organizer is a contract offer from the exhibitor/sponsor, which requires acceptance by the organizer.

### 2.3. By registering, the exhibitor/sponsor recognizes all General Terms and Conditions mentioned in paragraph 1.2. Unilateral reservations or conditions in connection with the application will not be considered. The exhibitor/sponsor is responsible for ensuring that the persons employed by him at the fair/exhibition and its agents comply with the terms and guidelines.

### 2.4. For registration processing purposes data will be stored, evaluated and if necessary, disclosed to third parties for the purpose of contract execution. The exhibitor/sponsor hereby grants its consent by his application.

## 3. ADMISSION AND PLACE ALLOCATION

### 3.1. Admissible are national and international manufacturers, distributors, service companies and institutions or associations and organizations as well as those companies that are authorized by a manufacturer to exhibit his products, and companies whose products objectively and thematically fit to the fair/exhibition. Attendance in form of community stands is permitted, but all participating companies must be submitted to the organizer in written form before the official closing date for printed documents.

### 3.2. All and services must suit the product range of the fair/ exhibition. Other companies may be admitted to participate if the products are an essential supplement to the exhibition. The organizer may request that items be removed from the fair/ exhibition, which turn out to be harassing, hazardous or inappropriate. If this demand is not complied with, the removal of objects is carried out by the organizer at the exhibitor's expense. The exhibitor guarantees that he possesses full authority to dispose over the registered products and necessary regulatory approvals or permits for their operation.

### 3.3. The admission of exhibitors and registered exhibits will be decided by the organizer, eventually in cooperation with competent bodies. The organizer may exclude individual exhibitors or suppliers from participation out of objectively justified reasons, especially if the available space is insufficient and if necessary for achieving the purpose of the fair/exhibition, limit the event to certain exhibitor or provider groups. Based on the earlier reasons the organizer is also entitled to limit listed exhibits and to change the registered stand. Admission applies only to the listed exhibits, the exhibitors determined in the confirmation of admission and the space stipulated therein. Other items than those listed and admitted cannot be exhibited. Exhibitors who do not fulfill their financial obligations to the organizer or failed or have violated the terms and conditions or legal regulations may be excluded from participation.

### 3.4. The participation invoice is admission and space confirmation at the same time. The organizer is entitled to revoke the admission, if it was granted on the basis of false assumptions or information or admission requirements do not apply later.

### 3.5. The space allocation is made by the organizer in accordance with the subject and structure of the particular fair/exhibition and the amount of space available. Special requirements regarding the space mentioned in the registration form will be accommodated wherever possible. The organizer reserves the right to change the size, shape and position of the allocated space, if this is reasonable for the exhibitor taking into account the interests of the organizer. The organizer will immediately inform the exhibitor about the necessity of the measures and will possibly allocate an equivalent stand. In case of changes in the participation fee, a recalculation or reimbursement will be done. Claims for compensation are mutually excluded. The exhibitor must accept that at the beginning of the fair/ exhibition the location of other places has changed since the time of admission. Claims cannot be derived therefrom. An exchange of allocated space with another exhibitor, as well as a partial or complete relinquishment of space to a third party is not permitted without the consent of the organizer. If the allocated space is not available due to unforeseen circumstances (non-culpably by the Organizer's control), the exhibitor is entitled to a refund of the participation fee. A legal claim for compensation does not exist.

## 4. PARTICIPATION FEE

### 4.1. The participation fees are calculated based on the given net m2 prices stated in the registration form multiplied by the square footage of floor space, if necessary plus size- and version depended rent for the exhibition space (stand). The minimum space size is as listed, every additional square meter of floor space will be fully calculated as rectangular area supplement without taking account the actual stand form.

### 4.2. The participation fees and any other charges are net prices. The VAT will be calculated according to the legal provisions of the country at the respective date of the fair/exhibition in which the fair/exhibition is taking place.

### 4.3. Reorders are possible up to 14 days prior to the fair/exhibition without extra charge, orders from 7 days before the start will be charged with 20 % late booking surcharge.

### 4.4. Services which arise during the fair/exhibition or dismantling will be calculated afterwards. If the actual expenses are higher than pre-ordered a recalculation will be carried out.

### 4.5. The organizer reserves the right to offer certain associations, societies, environmental groups and other organizations a favored participation fee.

## 5. TERMS / CONDITIONS OF PAYMENT AND LESSOR'S LIEN

### 5.1. The participation invoice is admission and space confirmation at the same time. The payment conditions are stated in the concerning invoice. The full and prior payment of the invoice amounts is a mandatory requirement for access to the stand and for handing over the exhibitor passes. Eventual early booking or fidelity rebates expire if the exhibitor fails to comply with the payment dates and does not pay within one week after receiving the reminder. If invoices are sent on the instructions of the exhibitor to a third party, the exhibitor remains liable for their payment. Invoices for any additional costs (e. g. technical service, accessories / furniture) will be sent out immediately after the order, optionally after the fair/exhibition. They are to be paid by the exhibitor immediately upon receipt of the invoice or to offset the paid withholding amount.

### 5.2. All invoices are to be transferred without deductions at the full amount in € at the price listed in the invoice while stating the invoice and customer number. Complaints must be made immediately upon receipt of the invoice in written form and will only be considered if they are made within 14 days after invoicing.

### 5.3. If the exhibitor requests a change of information stated in the registration form that results in the modification of the billing, the organizer is entitled to charge a fee of € 10 plus VAT.

### 5.4. Delayed payment will be calculated with an interest rate of 9% above the base rate plus € 40 late payment fee. The organizer may declare the cancellation of allocated stand or dispose otherwise of the space if the exhibitor does not meet payment deadlines (also because of no full payment). Regarding reimbursement of costs conditions of No. 9 (Cancellation & Non-participation) apply.

### 5.5. For all unfulfilled obligation, the organizer may retain the exhibitors' stand equipment due to the contractual lien. § 560 sentence 2 BGB shall not apply, unless sufficient security already exists. The organizer may, if payment is not received within the prescribed period, sell the retained items after written notification. The organizer is only liable for intent or gross negligence for damage and/or loss of the pledged property.

5.6. If several exhibitors rent / co-rent a stand together, each of them is individually liable as joint debtors. They have to name an authorized representative in the application (contact person exhibition).

## **6. CANCELLATION & NON-PARTICIPATION, COMPENSATION**

- 6.1. Pending the approval the withdrawal from registration is possible.
- 6.2. After admission cancellation or reduction of stand by the exhibitor is no longer possible. The total participation fee and the actual services provided are to be paid. The exhibitor reserves the right to prove that the organizer has incurred little or no damage as a result. The exchange of unoccupied spaces by the organizer to maintain the overall visual impression does not release the exhibitor from its obligation to pay (if reasonable for the exhibitor). Should an exhibitor fail to occupy the stand allocated to him or in the case of paragraph 5.4. (Non-compliance with payment deadlines), and can this area be otherwise rented by the organizers (not by exchange), the exhibitor shall pay 25 % of the participation fee, at least € 750 excl. VAT due to lost profits and compensation of costs for administrative expenses. The exhibitor reserves the right to prove that the organizer has incurred little or no damage as a result.
- 6.3. Cancellation and non-participation of the main exhibitor results automatically in the exclusion and cancellation of admission of the co-exhibitors. If the opening of the judicial settlement or insolvency proceedings against the assets of the exhibitor/co-exhibitor is applied for or was this application rejected for lack of assets, the organizer is entitled to terminate the contract without notice. In case of the submission of this application the exhibitor must inform the organizer immediately. For the payment obligations the preceding paragraphs shall apply mutatis mutandis.
- 6.4. In case of non-participation of a co-exhibitor the registration fee of other co-exhibitors remains unaffected.
- 6.5. Stands which are not recognizably set up at least 24 hours before the fair/exhibition, may be otherwise reassigned with regard to the overall appearance. The exhibitor nevertheless owes the full participation fee as compensation for the loss suffered by the organizer. In case no other interested exhibitor can be found due to shortness of time, the design of the stand is carried out at the expense of the exhibitor. The exhibitor reserves the right to prove that the organizer has incurred little or no damage as a result.
- 6.6. If the exhibitor, due to circumstances that neither the exhibitor nor the organizer is responsible for (force majeure), does not participate the participation fee shall be reduced by half. The exhibitor reserves the right to prove that the organizer has incurred little or no damage as a result.

## **7. STAND DESIGN**

- 7.1. The exhibitor is entitled after consultation, to build up its own exhibition stand. The exhibitor is responsible for the design of the stand in compliance with all terms and conditions (see paragraph 1.2.). The exhibition stand must conform to the overall plan of the fair/exhibition. The organizer reserves the right to prohibit the construction of unsuitable or inadequately equipped stands or to alter them at the exhibitor's expense, if reasonable for the exhibitor.
- 7.2. The stand must be properly equipped, staffed by qualified personnel and kept accessible for visitors during the entire opening times of the fair/exhibition. Foreign stands may not be entered without permission outside the daily exhibition opening times. The premature dismantling of the stand is not permitted and is punishable by a penalty of at least 50 % of the participation fee. The exhibitor reserves the right to prove that the organizer has incurred little or no damage as a result.
- 7.3. The exact times, as well as the precise organization of build-up and dismantling, as well as delivery and collection will be given to the exhibitors by the organizer timely. These are binding. Moreover, the exhibitor is responsible for ensuring that the necessary approvals for its activities are available and the applicable trade law, competition law, health protection, fire safety and police regulations are fulfilled. It is strictly prohibited to conduct build-up and dismantling activities during the fair/exhibition opening times. In case of violation an amount of 500,- Euro will be charged. The exhibitor reserves the right to prove that the organizer has incurred little or no damage as a result.
- 7.4. Earlier build-up and later dismantling times must be requested and approved in advance.
- 7.5. Stand build-up must be completed on the first day at 9:00 am. Should this deadline not be respected, the exhibitor must notify the organizer

in written form. If the organizer receives no notification until the date mentioned in paragraph 6.5 and is the stand not recognizably set up, the organizer reserves the right from this moment on to allocate the stand to an alternative use without further notice and without refund of any costs to the prior tenants. A change in the allocated space is not permitted without prior authorization.

- 7.6. The exhibitor is responsible for the timely dismantling of the stand. After the agreed period of dismantling all obligations of the organizer terminate. For goods still located on the exhibition grounds - even those that have been sold to a third party during the fair/exhibition - the organizer rejects any responsibility. The organizer is entitled to demand a restocking fee at an appropriate level for all not dismantled and moved out fair/exhibition goods on exhibition ground; the organizer is also entitled to remove and store exhibition goods immediately at the expense and risk of the exhibitor executed by a suitable company.

## **8. SALES REGULATION**

- 8.1. The selling of goods (over-the-counter sale) is only allowed for products registered and confirmed by the organizer and according to relevant regulations. The right to sell food and beverages for immediate consumption is only allowed for vendors who are entitled to do so by the organizer.
- 8.2. The exhibitor agrees not to issue, sell or give away any kind of illegal substances. In case of violation the person will be removed from the exhibition and pays all the costs for any consequential damages. A replacement of cost does not occur.

## **9. SECURITY / CLEANING**

- 9.1. The organizer is responsible for the general security of the location and halls without liability for loss or damage. The exhibitor is responsible for the supervision and guarding of the stand. This also applies during build-up and dismantling times. It is recommended to keep valuable and easily removed items under lock and key. Outside the opening times the organizer is not necessarily responsible for the general guarding of the fair/exhibition grounds. If the exhibitor desires a stand security the exhibitor has to hire a designated security firm by the organizer. The costs are paid by the exhibitor.
- 9.2. The organizer is responsible for general cleaning of the location and the exhibition hall aisles. Stand cleaning is the responsibility of the exhibitor, it must be completed each day before the event. The stand cleaning (only floor space) can be ordered via the exhibitor registration.
- 9.3. If after stand dismantling rubbish or other items have been left behind, the organizer is entitled to have this eliminated and destroyed at the exhibitor's expense, plus a surcharge of 25 %. The exhibitor reserves the right to prove that the organizer has incurred little or no damage as a result.

## **10. ADVERTISING AT STANDS / ON EXHIBITION GROUND**

- 10.1. Exhibits, printed paper and advertising materials may be displayed only within the rented stand but may not be distributed in the aisles or other exhibition grounds. Comparative and superlative advertising is not allowed in Germany.
- 10.2. The organizer is entitled to prohibit the distribution and display of advertising materials which may give cause for complaint, and to confiscate the supplies of such advertising materials for the duration of the event, if reasonable for the exhibitor.
- 10.3. Optical, mobile and acoustic advertisement means and product presentations are permitted as long as they do not disturb the neighbors and must not drown out the fair's/exhibition's own announcement system in the halls. If necessary, the exhibitor is obliged to assure licenses or registrations (e. g. GEMA) and shall be liable for itself. The organizers may intervene and require alterations in case of violation.
- 10.4. Carrying or driving around advertisement media as well as the distribution of printed media and samples outside the rented stand is possible only with permission by the organizer. Moreover, the approach and interview visitors outside the stand is strictly prohibited. Such request must be made in written form to the organizer.

## **11. TECHNICAL SERVICES**

The organizer provides the general heating, cooling and lighting of the halls. The individual lighting of exhibition stand is the responsibility of the exhibitor and must be applied for separately. The costs for the installation of water, electricity and telecommunications connections for individual stands and other services will be charged to the exhibitor (main exhibitor). The organizer is entitled to demand appropriate payment in advance. All installations may only be carried out by the organizer. Within the stand, installations may be carried out by outside contractors who are to be nominated to the organizer on request. The organizer is entitled to inspect the installations but not obliged. The exhibitor is liable for the damage caused by the installations. Connections, machinery and equipment, which are not authorized or do not comply with the relevant provisions can be removed at the exhibitor's expense. The exhibitor is liable for all damages resulting from uncontrolled use of energy.

## **12. LIABILITY AND INSURANCE**

- 12.1. The organizer insures the event against liability. The organizer is not liable for damage or loss of exhibition goods by theft, fire, storm, water and in other cases of force majeure. It is recommended that each exhibitor himself acquires such insurance at their own expense.
- 12.2. The organizer is only liable in case of intent or gross negligence of itself, its organs, its senior staff and fulfillment mates.
- 12.3. In case of negligent breach of contractual or pre-contractual obligations or liability for any breach of these obligations by vicarious agents and/or employees, the organizer shall be liable up to the maximum amount of damage foreseeable at the time of conclusion of the contract, which typically must be expected to occur.
- 12.4. The above limitations of liability shall not apply to liability for the absence of warranted characteristics, liability under the Product Liability Act and liability for injury to life, limb or health. The organizer is in particular not liable for the exhibits of the exhibitor.
- 12.5. Damage must be reported immediately to both the police and the organizer.
- 12.6. The exhibitor is liable towards the organizer for any damage culpably caused by him, his employees, his representatives or his exhibits and equipment. Each exhibitor is obliged to conclude an appropriate insurance with a German insurer.

## **13. RESERVATIONS**

- 13.1. The organizer is entitled to cancel the fair/exhibition, change location, time or duration or - if space conditions, police instructions or other compelling circumstances require - to relocate, change and/or limit assigned exhibition space out of important reasons. A change in location or time or any other changes are part of the contract when messaged to the exhibitors.
- 13.2. The organizer has the right to cancel the fair/exhibition, if the expected minimum number of registrations is not reached and the unchanged implementation is not economically reasonable.
- 13.3. If the fair/exhibition does not take place due to reasons not indebted by the organizer or due to force majeure, the organizer can demand an amount of up to 25% of the participation fee from the exhibitor. If the exhibitor has ordered additional chargeable services, they can be charged to the exhibitor in addition. The exhibitor reserves the right to prove that the organizer has incurred little or no damage as a result.
- 13.4. If the organizer needs to shorten the fair/exhibition due to force majeure or for reasons not indebted by him, the exhibitor is not entitled to request the reimbursement of full or partial participation fee. The exhibitor reserves the right to prove that the organizer has incurred little or no damage as a result.

## **14. EXHIBITOR PASSES**

The number of free exhibitor passes depends on the size of the stand and can be extracted from the exhibitor service manual. The number of exhibitors' passes does not increase by the inclusion of co-exhibitors. Additional exhibitors' passes are chargeable. The exhibitor passes are exclusively for the exhibitor, his stand staff and representatives. They have to be carried at all times and presented to the entry control on demand and particularly non-transferrable. They are issued on site at the fair/exhibition office or sent upon request prior to the fair/exhibition. In case of misuse the passes will be withdrawn without replacement.  
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## **15. ELECTRONIC MEDIA**

The organizer will publish the exhibitors online on the organizer's website and/or offline, also in form of a database. Compensation for incorrect, incomplete or omitted entries is excluded. The customer is responsible for the content of the entries and any damage resulting from it.

## **16. WARRANTY**

Any complaints regarding defects of the stand or exhibition area have to be reported to the organizer immediately after occupation in written form, but not later than the last day of build-up, so that the organizer can remedy the deficiencies he is responsible for. Later complaints cannot be considered and cannot lead to claims against the organizer. Furthermore, the organizer does not warrant for any sales between exhibitors and visitors.

## **17. HOUSE RULES**

During the entire fair/exhibition the exhibitor shall comply with the domiciliary rights of the organizer on the fair/exhibition ground. Instructions by the organizer or his representatives, which are legitimized by an official identity card or name badge have to be followed. Violations of these participation conditions or instructions taken under domestic authority entitle the organizer to close the stand immediately at exhibitor's expense in case the infringement are not terminated after request. The instructions of competent persons (e.g. fire safety guard, building services, paramedics, police etc.) must be complied with. The organizer is entitled to take photographs, drawings and films of the exhibition, the exhibition stands and the exhibited items, and to use these for advertising and press releases.

## **18. SMOKING BAN**

In the exhibition rooms, the general ban on smoking has to be followed. Smoking is permitted only in the designated and marked areas. The exhibitor is obliged to encourage visitors on his stand to comply with the smoking ban. Should visitors contravene, this must be reported to the staff of the organizer immediately. The exhibitor is liable for all damages incurred by the organizer by the failure to comply with the smoking ban.

## **19. FINAL PROVISIONS**

Changes or additions to the GTC must be made in writing form. All agreements, individual approvals and special regulations require written confirmation of the organizer. All claims of the exhibitor against the organizer expire within 6 months, unless otherwise required by law. The limitation period begins with the end of the month in which the closing date of the fair/exhibition falls.

## **20. PLACE OF FULFILLMENT AND JURISDICTION**

Place of fulfillment is Berlin for both parties. Jurisdiction is Berlin as long as the exhibitor is a registered trader or a legal entity under public law or a public law special fund or has no general jurisdiction in Germany. The law of the Federal Republic of Germany applies. The German version is binding.