



1. we are - please cross

- manufacturer                       sales representative                       service provider  
 wholesale                                   importer     miscellaneous: \_\_\_\_\_

2. product groups - please cross

<u>children's fashion</u>	<u>girls</u>	<u>boys</u>	<u>maternity wear</u>	
baby clothes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> blouse, shirts	<input type="checkbox"/> nightwear
children's fashion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> dress, skirts	<input type="checkbox"/> lingerie
blouses, shirts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> trousers	<input type="checkbox"/> swim wear
T-Shirts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> homewear	<input type="checkbox"/> other: _____
pullover	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> breastfeeding fashion	_____
dress, skirts	<input type="checkbox"/>	<input type="checkbox"/>		
trousers	<input type="checkbox"/>	<input type="checkbox"/>	<u>accessory</u>	<u>other products</u>
jeans, jeans fashion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> caps, hats	<input type="checkbox"/> shoes
jacket, coat	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> scarf	<input type="checkbox"/> furniture
outdoor fashion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> hosiery	<input type="checkbox"/> bedlinen
sports fashion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> belts	<input type="checkbox"/> toys
festive fashion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> glasses	<input type="checkbox"/> other: _____
underwear	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> other: _____	_____
nightwear	<input type="checkbox"/>	<input type="checkbox"/>		
other: _____	<input type="checkbox"/>	<input type="checkbox"/>		

3. represented registered trademarks

\_\_\_\_\_

\_\_\_\_\_

4. Additional details

- stand place wishes  
 (no guaranteeing of the realisation)

5. we hereby confirm the details given above

place, date \_\_\_\_\_ company stamp, signature \_\_\_\_\_

exhibitor details (will be completed by organizer)

# General Terms and Conditions for Exhibitions of MesseHalle Hamburg-Schnelsen GmbH

## 1. Application

The stand shall be booked using the application form. The applicant is bound by application for seven days after the closing date for applications given in the "Special Terms and Conditions for Exhibitions" and not longer than six weeks prior to the opening of the exhibition if authorization has not been granted in the meantime. If an application is received later or after the closing date for applications, the applicant shall be bound by a fortnight.

## 2. Acknowledgement

With this application, the applicant acknowledges the "General Terms and Conditions of MesseHalle Hamburg-Schnelsen GmbH", the "Special Terms and Conditions for Exhibitions", applying to the particular exhibition, and the domiciliary rights as binding upon itself and all persons employed by the exhibitor. If statutory, labour and trade regulations are to be observed, particularly those concerning environmental protection, fire safety, accident prevention, company identification and price labelling.

## 3. Admission

The right to admit exhibitors and individual exhibits is incumbent solely on exhibition management if necessary with the assistance of the exhibitors' advisory board or the exhibition committee. The organizer is entitled to limit the number of registered exhibits and to alter the amount of registered floor space if conceptually necessary. The organizer may exclude individual exhibitors and supplier from the exhibition for legitimate reasons, such as lack of space. The organizer may restrict exhibition admission to particular exhibitors, supplier or visitor groups should this be required to serve the purpose of the exhibition. The exclusion of competing exhibitors may not be requested or confirmed. The contract between the organizer and exhibitor is considered concluded upon receipt of the admission confirmation or invoice by the exhibitor. Granted admission may be cancelled if the conditions required for such admission are not or no longer fulfilled. The exhibition management is entitled to terminate the contract immediately should the exhibitor remain in default despite two previous default notices. In such a case, 25% of the stand rent shall be charged to cover any resulting expenses. Should justified complaints or objections be made in connection with exhibited merchandise or the business practice of a participating company, the exhibition management is entitled and authorized to act in the interest of all concerned and remedy the problem accordingly. Moreover, the exhibition management has the right to cancel existing contracts for subsequent exhibitions due to the non-fulfilment of fundamental conditions laid down in the contract. The exhibition of non-admitted, unregistered or used merchandise is prohibited.

## 4. Changes – Force majeure

Unforeseen events making the planned realization of the exhibition impossible and for which the organizer is not responsible entitle the latter to

a) Cancel the exhibition prior to its opening. If cancellation takes place more than 6 weeks but not more than 3 months prior to the opening date, 25% of the stand rent will be charged to cover costs. If cancellation takes place in the last 6 weeks prior to the opening date, the contribution towards expenses shall be raised to 50%. Furthermore, any expenses incurred at the exhibitor's request shall be paid as well. If the exhibition must be closed on account of force majeure or by an official order, stand rent and all the costs to be borne by the exhibitor are to be paid in full.

b) Postpone the date of the exhibition. Exhibitors who can prove that the exhibition will then coincide with another exhibition for which the exhibitor already have a firm booking may be released from the contract.

c) Shorten the duration of the exhibition or break it off. Exhibitors are not entitled to be released from the contract. Nor will any reduction in the stand rent be allowed.

In all cases, the organizer shall make decisions of such serious nature in cooperation with the appointed committees or exhibitors or advisory boards and give notice as early as possible. Claims for damages are barred for both parties in all cases.

## 5. Withdrawal

Should the organizer exceptionally permit the withdrawal from the contract after the confirmation of the exhibitor's application or admission, 25% of the rent shall be charged as well as any expenses incurred by the exhibitor out of existing orders upon the request of the exhibitor. In this case, the exhibitor has the right to prove that no or little damage has been caused to the organizer. Application for rescission of the contract must be made in writing. It shall be deemed to be legally binding only if the organizer also gives its consent in writing. The exhibition management may make such rescission depend on a subsequent rental to another exhibitor. Rental to a new exhibitor corresponds to a release from the contract for the original exhibitor, but the latter shall pay any difference between the actual and the original rent, plus any contributions payable pursuant to paragraph 1. If the stand cannot be rented to any other exhibitor, the exhibition management is entitled to move another exhibitor to the unoccupied stand or to fill the stand in some other manner. The original holder is not entitled to claim any reduction in the stand rent. Any costs incurred for decoration or filling the unoccupied stand shall be borne by the original holder.

## 6. Stand Assignment

Stands shall be assigned by the exhibition management on the basis of the concept and theme of the exhibition. The date of receipt of the application is irrelevant. Special requests shall be taken into consideration where possible. The exhibitor shall be notified in writing of the location of the stand. As a rule, notification hereof is given in connection with the admission confirmation and hall and stand number. Complaints must be made in writing within 8 days of receipt of notification. The exhibitor is obliged to accept a minimal reduction in assigned floor space, where this is required for technical reasons. The reduction may be a maximum of 10 cm in width and length respectively and does not constitute reasons for rent reduction. This does not apply for prefabricated stands or system stands that have been expressly registered as such. A stand may

only be relocated for mandatory reasons. The exhibition management is obliged to offer the respective exhibitor an equivalent stand floor space. The exhibitor is entitled to cancel the contract without mutual indemnification within two days after notification. The withdrawal shall be made in writing. The above provision does not apply to stands that are moved a few metres in the same hall. The exhibition management reserves the right to alter the location of entrances, exits, emergency exits and passages where this is considered necessary. The exhibition management is obliged to notify exhibitors in writing of any alterations referring to the location, size or type of stand.

### **7. Subletting, co-exhibitors, assignment of a stand to a third party, sale on behalf of third parties**

The exhibitor is not authorized to sublease or relinquish, in whole or in part, the assigned stand to a third party. Moreover, the exhibitor is not entitled to exchange the assigned stand or accept orders on behalf of other companies without the consent of the exhibition management. Authorized co-exhibitors are obliged to pay a fee. Unauthorized subleasing or transfer of the stand to a third party shall result in a surcharge of 50% of the stand rent to be paid by the exhibitor, where the exhibition management has not requested the subtenant to vacate the stand. Order books have to contain the addresses of both supplier and stand tenant, except the exhibitor is using its own order books. The order form has to show which exhibitor and purchasing company concluded the purchase order.

### **8. Joint and several liability**

If several exhibitors rent a stand together, each of them is jointly and severally liable. In the application, they shall name an authorized representative and the exhibition management need only negotiate with the latter. Notices to the authorized representative named in the application shall be deemed to be notices to the exhibitor or exhibitors (in the case of joint stands).

### **9. Rental fees and expenses**

The rental fees for stands and surcharges for corner, head and block stands are shown in the "Special Terms and Conditions for Exhibitions". The exhibitor shall be informed in advance, if so requested, of the costs of supply systems to be installed at its request and of other subsidiary services, e. g. gas, water, electric power supplies.

### **10. Terms of payment**

a) Due date Invoiced amounts shall be paid punctually, namely 50% within 30 days of invoiced date, the remainder by 6 weeks prior to the opening date, unless otherwise agreed in writing or otherwise specified in the "Special Terms and Conditions for Exhibitions". Invoices issued later than 6 weeks prior to the opening date shall be due immediately in full.

b) Default Interest shall be charged at a rate of 3% above the discount rate determined by the ECB (European Central Bank) from due date. The exhibition management has the right to dispose of stands whose exhibitors have not heeded repeated default reminders at its own discretion. Moreover, the exhibition management may refuse to issue passes and refuse the exhibitor the use of the stand (see Item 5).

c) Lien

The organizer holds a lessor lien for all unfulfilled obligations and resulting expenses and applies to all exhibits brought to the exhibition. The organizer is not liable for accidental damage or loss of goods covered by the lien and has the right to sell such goods upon written notification hereof. It is assumed that the exhibitor is the sole proprietor of the goods concerned.

### **11. Design and outfitting of the stand**

During the exhibition the name and address of the exhibitor shall be displayed in an easily recognizable form. The exhibitor is responsible for outfitting his stand, within the scope of any instructions on the part of the organizers with respect to a standardized form of construction.

The guidelines issued by the exhibition management should be adhered to ensure a unified appearance. If the exhibitor sets up its own stand, one may be required to submit measured drawings, for approval prior to commencing work. The use of prefabricated and module-system stands should be expressly stated in the application. The name of the firms commissioned to execute the design and construction work on the stand shall be submitted to the exhibition management. Stand boundaries may not be crossed under any circumstances. The prescribed height of the stand may not be exceeded without the expressly written consent of the exhibition management. The exhibition management is authorized to request the removal or alteration of exhibition stands whose installation has not been approved or does not conform to exhibition requirements. Should the exhibitor fail to comply with this written request within 24 hours, the exhibition management is entitled to remove or alter the stand at the exhibitor's expense. If it is necessary to close the stand for the same reason, the exhibitor is not entitled to claim reimbursement of the stand rent.

### **12. Advertising**

In any form whatsoever, particularly the distribution of printed materials and the addressing of visitors, is permitted only within the stand. The use of loudspeaker systems, musical performances and film or slide projection any kind of – even for advertising purposes – requires express approval, and notice must be given well in advance. Demonstrations involving machines, acoustic equipment, projection equipment and modems, even for advertising purposes, may be restricted or prohibited after permission if such demonstrations are considered a disruption of the general order of the exhibition. If the organizer operates a loudspeaker system, the exhibition management reserves the right to pass on announcements.

### **13. Construction**

The exhibitor is obliged to complete the construction of the stand within the deadline specified in the "Special Terms and Conditions for Exhibitions". If construction has not been commenced at noon the day before the opening of the exhibition, the organizer has the right to dispose of the stand at its own discretion. Moreover, the exhibitor is liable to the exhibition management for the agreed stand rental fee and any other incurred expenses. Under no circumstances the exhibitor is entitled to damage claims. Complaints concerning the location, size or type of stand must be made in writing to the exhibition management before stand construction has commenced and no later than one day after the specified commencement date.

All materials used for construction must be fireproof.

#### **14. Passes**

Each exhibitor shall be issued the following passes free of charge for the required stand and operating personnel:

Up to 10 sq. metres, 2 passes, and if needed, one other pass for each full 10 sq. metres of stand area in halls or every 50 sq. metres outdoors, but not more than 10 passes in all. If the necessity is proved, up to half the number of passes issued free of charge will be issued additionally and charged for. For the period of erection and dismantling, the exhibition management reserves the right to issue work passes. If improperly used, a pass will be withdrawn without indemnification.

#### **15. Stand supervision**

The exhibitor shall outfit its stand with the registered exhibits for the duration of the exhibition, and, unless the stand has been expressly rented purely for representation, the latter shall employ trained personnel. The exhibition management is responsible for keeping the exhibition premises, halls and passages clean. The exhibitors are responsible for cleaning the stands and shall perform this work daily after the exhibition is closed. The exhibitor is requested to avoid and to separate the waste. Additional costs for sewage and refuse disposal are charged to the cause.

#### **16. Dismantling**

No stand may be vacated, in whole or part, prior to the closing of the exhibition. Exhibitors violating this provision shall be charged with a fine of 50% of the stand rent. Exhibits may not be removed after the termination of the exhibition, if the exhibition management has asserted its lien right. Notification hereof shall be given to the representatives of the stand proprietor present at the stand during the exhibition. The removal of exhibits despite notification shall be considered as a violation of the lien. The exhibitor is liable for any damage to the floor, walls and materials leased or lent to the exhibitor by the exhibition management. The exhibition floor space used by the exhibitor shall be left in its original condition not later than the deadline specified to completely vacate this area. Any mounted materials, foundations, excavated areas and resulting damage are to be completely removed and/or repaired. Otherwise the exhibition management is entitled to have this work carried out at the expense of the exhibitor. Further damage claims remain unaffected. Exhibition stands which are not dismantled until the specified deadline or left exhibits are removed at the expense of the exhibitor. The exhibits are stored with non-warranty of the organizer at the exhibition forwarding remover.

#### **17. Utilities**

General illumination shall be provided at the organizer's expense. If connections are desired, this shall be stated in the application. Installation and consumption shall be at the exhibitor's expense. In the case of ring cables, costs shall be shared on a pro rata basis. All installation work up to the stand outlet may be performed only by firms approved by the exhibition management. These firms will be commissioned to perform such work through the exhibition management and with its approval, and they shall present their statements for installation and consumption directly to the exhibitors in compliance with the price guidelines issued by the exhibition management. Terminals and equipment that do not comply with the relevant regulations – in particular VDE regulations – or whose consumption is higher than reported, may be removed from the exhibition premises at the exhibitor's expense or put out of order. The stand tenant shall be liable for all damage caused by the use of unregistered terminals, or by installations that have not been executed by the approved installation firms. The exhibition management is not liable for interruptions or fluctuations that may occur in the power, water, gas and air pressure supplies.

#### **18. Security**

The grounds and the halls shall be generally guarded by the organizers without liability for losses or damage. The exhibitor is solely responsible for supervising and guarding its stand, also during construction and dismantling periods. Special guards may be employed only with the consent of the exhibition management.

#### **19. Liability**

The organizer is not liable for damage to exhibits or stand equipment or any consequential damage. Liability is limited to intentional damage and gross negligence, where proof that the damage has been incurred by the organizers has been provided.

#### **20. Insurance**

Exhibitors are strongly advised to insure their exhibits accordingly and acquire liability insurance at their own expense.

#### **21. Photographs, Drawings, Films**

Professional photographs, drawings and films may only be made on the exhibition grounds by authorized companies or individuals.

#### **22. Domiciliary rights**

The exhibition management is the legal occupant of the exhibition premises. It may issue rules of the house. Exhibitors and their employees may enter the premises and the halls only one hour prior to the opening of the exhibition. They have to leave the halls and premises of the exhibition at the latest one hour after closing time. It is prohibited to remain on the premises overnight.

#### **23. Clause of forfeit**

Exhibitors' claims against the organizers that have not been submitted in writing at the latest within 2 weeks after termination of the exhibition are forfeited.

## 24. Amendments

Agreements that deviate from the "General and Special Terms and Conditions for Exhibitions" are only effective when confirmed in writing.

## 25. Place of performance and court of jurisdiction

The place of performance and the court of jurisdiction are at the domicile of the organizer, even in cases where claims are pressed by way of summons, unless otherwise provided in the "Special Terms and Conditions for Exhibitions".

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