

The most recent version of the **Technical Guidelines**, General Terms and Conditions for Services as well as for Installations and Furnishings of Landesmesse Stuttgart GmbH (LMS) and the House Regulations and terms of use for the fairgrounds of LMS can be found at [www.messe-stuttgart.de/en/exhibitors/registration](http://www.messe-stuttgart.de/en/exhibitors/registration). The most recent version of the UNITI-Kraftstoff GmbH (UK) Exhibiting Conditions can be found at [www.uniti-expo.de/en](http://www.uniti-expo.de/en)

## 1. EVENT / ORGANISER

### Event:

#### **UNITI expo**

The leading trade fair for the retail petroleum and car wash sector in Europe  
[www.uniti-expo.com](http://www.uniti-expo.com)

### Organiser:

**UNITI-Kraftstoff GmbH** (hereinafter referred to as UK)  
Jägerstraße 6  
D-10117 Berlin

## 2. CALENDAR

### 2.1. Duration of the event:

Tuesday, 26 May 2020 to Thursday, 28 May 2020

### 2.2. Opening times for visitors:

Tuesday, 26 May 2020                    09:30 to 18:00  
Wednesday, 27 May 2020                09:30 to 18:00  
Thursday, 28 May 2020                    09:30 to 16:00

### Opening times for exhibitors:

Tuesday, 26 May 2020                    07:00 to 19:00  
Wednesday, 27 May 2020                08:00 to 19:00  
Thursday, 28 May 2020                    08:00 to 24:00

Exhibitors shall not be permitted to enter the trade fairgrounds outside these times. Exceptions to this regulation require the written approval of UK or LMS.

- 2.3. The exhibition opening times are binding for all exhibitors. Only in exceptional cases with the express authorisation from UK can these times be altered.
- 2.4. Stand set-up and dismantling times for halls 1, 3 and 5 as well as for the East Entrance.

<b>Stand set-up begins:</b>	Friday 22 May 2020	from 7.00
<b>Stand set-up finishes (fixed date)</b>	Monday 25 May 2020	till 18.00
<b>Stand dismantling begins:</b>	Thursday 28 May 2020	from 18.00 (after hall release)
<b>Stand dismantling finishes (fixed date)</b>	Friday 29 May 2020	till 24.00

Stand set-up and dismantling can be carried out daily between 7.00 and 24.00. Extended set-up and dismantling times are shown on the website [www.uniti-expo.com](http://www.uniti-expo.com) or in the exhibitor's guide.

The UK reserves the right to change set-up and dismantling days as appears reasonable up to 8 weeks before set-up begins.

The above set-up dates do not apply to rented stands. These are to be fully vacated on the day the exhibition ends, at the latest 3 hours after the exhibition has closed.

- 2.5. All corridors have to be cleared by 18.00 at the latest on the last day of stand set-up to allow cleaning work to be performed.
- 2.6. Any exhibition stand not occupied by 18.00 on the last day of stand set-up will be locked after then by UK at the expense of the respective exhibitor. Please refer specifically to 15.2.2
- 2.7. If an exhibition already underway is wholly or partially cancelled or interrupted due to reasons outside the control of UK, withdrawal from the contract or enforcement of compensation claims shall be excluded.
- 2.8. Registration for an exhibition shall only be deemed to be binding if submitted on the printed application form of UK and if the exhibitor accepts the General Terms and Conditions (Exhibiting Conditions of UK, Technical Guidelines of LMS, General Terms and Conditions for Services as well as for Installations and Furnishings of LMS).

### 3. REGISTRATION

- 3.1. The request for permission to participate in the event is made by sending the legally binding, signed and completed registration form to **UNITI-Kraftstoff GmbH, Jägerstraße 6, 10117 Berlin** respectively to its commissioned agency **com-a-tec GmbH**. By signing and sending the request to UK respectively to UK's commissioned agency the conditions referred to in 2.8 are accepted as legally binding.
- 3.2. Registration is not confirmed. Any notice of receipt sent to the exhibitor is not a confirmation of participation in terms of 4.3
- 3.3. The Exhibitor has to name all product categories which he will show (also of co-exhibitors or the companies represented). These details are required inter alia to provide the trade fair visitors with consistent information about the Exhibitors and the range of products. Product categories that are not explicitly listed in the trade fair catalog (see 10.1.2) must be removed from the exhibition stand upon the request of UK.
- 3.4. If several exhibitors appear jointly as leasers, they are obliged to nominate one exhibition representative jointly authorized by them as a contact person to UK.
- 3.5. Admittance for one or more co-exhibitors and additionally rep-resented companies (see 6) as sub-leasers is only possible in exceptional cases and entitles UK to enforce a special fee (see 6.5).  
  
In all cases, however, the licensed main exhibitor is liable for their own adherence and the adherence of co-exhibitors and the additionally represented companies to the obligations applying to the exhibitors.
- 3.6. The exhibitors are bound to their registration until such time as the decision is made by UK regarding admission (see also 7).
- 3.7. Space requirements listed in the registration will be taken into consideration by UK in as far as possible, but are not binding for UK. A request for competitive exclusion is generally not admissible.

### 4. ADMITTANCE AND ALLOCATION OF SPACE

- 4.1. The decision regarding the admittance of exhibitors and exhibition articles as well as the allocation of space is made by UK.
- 4.2. The decision regarding admittance is made according to dutiful discretion taking into account area capacity available for the event and the determination of goals and structure of the event.  
  
In particular, UK is entitled to unilaterally define the combination of the exhibitors according to sector and product groups as well as their weighting. The combination of the exhibitors according to country of origin, company size and market significance, as well as other objective characteristics are further selection criteria. However, UK is not bound in any way to adhere to the handling methods used in previous events of the same type.
- 4.3. Admittance is granted with the written stand confirmation of UK or the partner agency com-a-tec GmbH together with details of the stand provided. This makes the rental agreement between the exhibitors and UK legal and binding, if nothing different has been agreed in writing.  
  
If the contents of the stand confirmation differ from the contents of the exhibitor's registration, then the contract becomes binding in accordance with the stand confirmation, unless the exhibitor objects within two weeks in writing. Failure to take into account the non-admissible specifications listed under 3.7 does not justify the right of objection.
- 4.4. Together with the stand confirmation, the exhibitors receive the hall map with their allocated stand space and further information regarding trade fair planning.
- 4.5. **The exhibitors are explicitly advised that supplementary terms and conditions of LMS apply for the individual sections of the services, which are available in the Stuttgart Messe Service Portal ([www.stuttgartmesseserviceportal.de](http://www.stuttgartmesseserviceportal.de)).**
- 4.6. An admission that has already been granted can be revoked if it transpires that the exhibitors has given information in their registration which is incomplete in fundamental points, in particular with respect to the type of company and its exhibition articles, or which does not correspond to the truth in fundamental points and the requirements of admittance have therefore not been submitted. The same applies if the admittance requirements subsequently become inapplicable.

### 5. RENTAL CHARGES / CANCELLATION FEES

- 5.1. The following stand hire charges apply:

	Standard prices	Discounted prices for booking before 31 March 2019
<b>S (from 9 sqm)</b>	299 Euro / sqm	275 Euro / sqm
<b>M (from 36 sqm)</b>	267 Euro / sqm	241 Euro / sqm
<b>L (from 60 sqm)</b>	216 Euro / sqm	195 Euro / sqm
<b>XL (from 100 spm)</b>	187 Euro / sqm	171 Euro / sqm

- 5.2. General rules for rental
  - 5.2.1. Stands must have a minimum size of 9 sqm. Smaller stand sizes are only rented if they result from the planning and allocation works.
  - 5.2.2. The final settlement of account for the stand rent will be calculated based on the measurement carried out by UK.

Each fraction of a square metre of floor space will be rounded and counted as a full square metre. Floor surfaces will always be regarded as being rectangular, regardless of fixtures and minor deviations etc.

In the halls 3 and 5 only single-storey constructions are permitted. The height limitation for constructions in hall 1 is six meters. For category XL booth sizes, double-deck constructions are available up to that height limitation. The double-deck construction areas will be priced with a surcharge of 100 Euros per sqm. The length dimensions of these areas will be rounded to the next meter.

5.2.3. All our prices (incl. stand rentals) are net. The indicated statutory VAT valid at this time (according to the relevant version of the Value Added Tax Act) has to be added and paid. If the exhibitor is not based in Germany, the tax liability can be shifted to the exhibitor (reverse charge), provided that the company is declared in the application form. Exhibitors from EU member states must also supply their VAT identification number.

5.3. To avoid liabilities, especially for damages we strongly recommend insurance cover for which an application form can be found under the heading service for exhibitors on [www.uniti-expo.com](http://www.uniti-expo.com) or in the Stuttgart Messe Service Portal ([www.stuttgartmesseserviceportal.de](http://www.stuttgartmesseserviceportal.de)). See also 14.4

If no use is made of the offer to take out an exhibition insurance according to request "Exhibition insurance" as mentioned before, information on liability with regard to risks of damage and the existing insurance cover is given in the General Terms and Conditions for Services of LMS according to the Stuttgart Messe Service Portal ([www.stuttgartmesseserviceportal.de](http://www.stuttgartmesseserviceportal.de)).

5.4. Cancellation fees

5.4.1. Cancellations of stand construction / services take place solely according to the General Terms and Conditions for Services of LMS.

5.4.2. Cancellations with the regard to the rental of space take place solely in accordance with 7.

## 6. EXHIBITORS, CO-EXHIBITORS AND ADDITIONALLY REPRESENTED COMPANIES

6.1. Exhibitors (sometimes also called main exhibitors or direct exhibitors) are those who rent a trade fair stand for the duration of the event, appearing with their own staff and own products.

6.2. Co-exhibitors are those who appear at the stand of an exhibitor (main leaser) with their own staff and own products. These include consolidated companies and subsidiaries.

6.3. For an exhibitor who is not a manufacturer themselves, each further company whose goods or services are offered by the exhibitor counts as an additionally represented company.

If an exhibitor that is a sales company shows additional goods and services of other companies over and above products of a manufacturer, these also count as additionally represented companies.

6.4. No contract is concluded between the co-exhibitors registered by an exhibitor or additionally represented companies and UK through the exhibitor's admittance.

6.5. The inclusion of co-exhibitors and additionally represented companies must be requested in writing from UK, stating the full address and contract partner for each exhibitor.

For the authorisation of a co-exhibitor and each additionally represented company, a service fee of 490,- Euro will be charged. If co-exhibitors or additionally represented companies have not been registered, the exhibitor will be charged with a service fee for review of 150, - Euro in addition to the general fees. Any advertising of any kind for companies not registered is not allowed.

6.6. Demarcation of stand space / Stand partition walls

A solid demarcation of stand space from the neighbouring stands is mandatory. In the event that a stand construction system belonging to the exhibitor or rented from LMS in the Stuttgart Messe Service Portal ([www.stuttgartmesseserviceportal.de](http://www.stuttgartmesseserviceportal.de)) is not used, non-transparent stand partition walls (back and side walls) 2.5 m in height are required. It is not permitted to use roll-ups and poster displays for stand demarcation. The cost of these stand partition walls is not included in the cost of the stand rental. Every exhibitor can order the required back and side walls from LMS for his stand in the Stuttgart Messe Service Portal ([www.stuttgartmesseserviceportal.de](http://www.stuttgartmesseserviceportal.de)).

Should no wall elements be ordered by the exhibitor but his stand space is surrounded by wall elements of the neighbouring stand or by wall elements already in place, the exhibitor will receive an invoice for these wall elements in accordance with the conditions specified in form "Stand partition walls" in the Stuttgart Messe Service Portal ([www.stuttgartmesseserviceportal.de](http://www.stuttgartmesseserviceportal.de)).

6.7. Floor covering

The hired floor space must be fitted with a floor covering according to the **Technical Guidelines of LMS**. If the exhibitor does not fit the hired floor space with a floor covering, the exhibitor will be invoiced for the floor covering in accordance with the conditions specified in form "Floor covering" in the Stuttgart Messe Service Portal ([www.stuttgartmesseserviceportal.de](http://www.stuttgartmesseserviceportal.de)).

The **Technical Guidelines of LMS** shall be noted in particular.

6.8. Waste disposal

The exhibitor shall be responsible for cleaning his stand and disposing of waste during the stand construction and dismantling periods, and throughout the duration of the exhibition. He shall also be responsible for separating waste into valuable and residual materials. On the evening of any stand set-up and dismantling day, all waste shall be removed from the halls or placed in the prescribed containers of LMS for disposal. This waste shall then be properly disposed of by the service partner of LMS. Each exhibitor receives one residual waste bag per exhibition day as part of the stand package (see also 10.1.2).

Waste may not be stored in the aisles during the stand set-up and dismantling periods. However, if waste is stored in the aisles, our contractor shall dispose of it at an additional charge.

Please refer specifically to the waste guidelines of LMS at the Stuttgart Service Portal ([www.stuttgartmesseserviceportal.de](http://www.stuttgartmesseserviceportal.de)).

Detailed terms and conditions can be found in the **Technical Guidelines of LMS**.

## 7. RESCISSION / TERMINATION

- 7.1. A rescission from the rental agreement (exhibition contract) by the exhibitor is excluded unless they have been faulted with wilful intent or gross negligence by UK or the requirements of §§ 323, 324, 326 of the German Civil Code (BGB) apply.
- 7.2. If UK permits rescission in exceptional cases (and the requirements of the exceptions of 7.1 do not apply), this may only occur under the condition that the exhibitor is obligated to pay the full rental amount and the costs that have been incurred up to this point in time.
- 7.3. The rental amount to be paid according to 7.2 is reduced by 75% (in the case of partial re-letting only proportionately), if UK is able to re-let the stand space.  
  
Re-letting does not apply, however, if the space not used by the exhibitor who has rescinded is allotted to another exhibitor for visual reasons without UK receiving further revenue or/ and the allotted stand space (including the case of re-measurement) is rented to another exhibitor, but the total space available for the exhibition cannot be completely rented. In all cases, the exhibitor is entitled to prove that no or little damage has been incurred for UK.
- 7.4. In all cases, cancellation must be made in written form.
- 7.5. UK is entitled to terminate the rental contract that has been concluded without adherence to any period of termination and irrespective of the continued liability of the exhibitor for the full rent and the costs that have been incurred if insolvency proceedings have been applied for, instituted against the exhibitor's assets or if the exhibitor is in default of assets. The same applies if the rent has not been received or only received in part despite a grace period notification by the payment deadline defined in 8. UK explicitly reserves the right to assert a claim for further damages in these cases.
- 7.6. With regard to the cancellation fees for stand construction / services the regulations of the General Terms for Services of LMS apply exclusively.

## 8. CONDITIONS OF PAYMENT

- 8.1. The following conditions for payment apply to all exhibition categories:

Booking until 31 March 2019	Booking from 1 April 2019 to 31 December 2020	Booking from 1 January 2020
40% payment of the total stand price by 30 April 2019	40% payment of the total stand price within 4 weeks after booking	100% payment of the total stand price within 4 weeks after booking, at least 2 weeks before the event
60% payment of the total stand price by 31 January 2020	60% payment of the total stand price by 31 January 2020	
The stand price is a net price subject to additional VAT at the respective statutory amount.		

The 40% down-payment is used for the launching costs and will be refunded if the exhibitor should not be admitted. If the exhibitor should rescind after being admitted the down-payment will not be refunded.

If exhibitors do not pay their down-payment invoice UK reserves the right not to consider them in the layout planning.

- 8.2. Until the rental fee has been paid in full, the exhibitor shall neither receive access authorisation nor permission to build the stand (unless the conditions of 14.7.1 apply).
- 8.3. Payment without deduction is to be made in favour of **UNITI-Kraftstoff GmbH, Jägerstr. 6, 10117 Berlin**, through the bank details printed on the invoice. Credit card fees will be charged to the exhibitor.
- 8.4. Invoices for special LMS services and services from LMS contract companies are due for payment upon receipt of the invoice.
- 8.5. Complaints regarding invoices shall be sent in writing to the contracting company within an exclusion period of 14 days after receipt of the invoice.
- 8.6. If payment is made after the due date or in other cases of delayed payment, our claims shall be determined in accordance with § 288 German Civil Code (BGB).
- 8.7. LMS reserves the right to claim a landlord's lien for all duties not fulfilled by the exhibitor. This is expressly referred to in 14.7.2.

## 9. SALES / DISTRIBUTION OF SAMPLES

- 9.1. In keeping with the character of the exhibition, the handover of samples free of charge is permitted. Any required legal permissions for such activity is the sole responsibility of the exhibitor.
- 9.2. In the event of violation of 9.1, UK is entitled, without affecting the further liability of the exhibitor to pay the rental amount in full, following a prior reminder, to demand the immediate closure of the stand, as well as the exclusion of the exhibitor from participating in this and any future event; a claim for damages on the part of the exhibitor does not exist in this instance. UK reserves the right to carry out all necessary checks, including of those of people and their baggage, within the trade fair grounds as well as at the exits for this purpose.

## 10. MEDIA FLAT-RATE / TRADE FAIR PUBLICATIONS

- 10.1. Media flat-rate
- 10.1.1. Upon receipt of stand registration, exhibitors will receive an extensive package of services.

- 10.1.2. The basic media package includes:
- Any number of visitor tickets for your guests
  - Any number of exhibitor passes
  - Cost of the stand approval service
  - A basic entry in the print and online version of the exhibitor directory (with company name and address, hall, stand number and product groups)
  - Entry as exhibitor in the partner media tankstellenWelt and PetrolPlaza.com
  - Press release will be included in the *UNITI expo* press kit
- 10.1.3. For a better communication of your products and brands you can either book our attractive advertising services individually or the high-end premium exhibitor package.
- Content and pricing of the premium package can be found on [www.uniti-expo.com](http://www.uniti-expo.com)
- 10.1.4. The entry of the data bases according to 10.1.2 and 10.1.3 will be cumulative.
- 10.2. Trade fair publications
- 10.2.1. Provided an official catalogue or another special publication is issued for the exhibition or an exhibitor database is provided on the Internet, the following regulations apply.
- 10.2.2. UK will commission
- com-a-tec GmbH**  
Am Krebsgraben 15 | D-78048 Villingen-Schwenningen  
Tel: +49 (0) 7721 9830-0 | [uniti-expo@com-a-tec.de](mailto:uniti-expo@com-a-tec.de) | [www.com-a-tec.com](http://www.com-a-tec.com)
- as publisher to carry out an overall design, manufacture and sale of the print version of the exhibitor directory and its online version.
- Further information regarding regulations can be found in the cover letter of this official publisher which every exhibitor will receive following stand confirmation.
- 10.2.3. The entries are made by the exhibitor himself. The accuracy of this information is the sole responsibility of the exhibitor. UK assumes no responsibility for it. The same applies to any additional orders placed by the exhibitor with the publisher. However, UK reserves the right not to disclose or amend the information if it appears to be obviously incorrect.
- 10.2.4. UK explicitly points out that, with the exception of the publishing company appointed by UK, no third party, as well as no other publishing company, are or shall be commissioned to compile the trade fair publications and exhibitor directories - in particular after the exhibition has taken place. Should such offers reach the exhibitors, it must be noted that this is on the initiative of a third party and is in no way connected to UK.
- 10.3. The co-exhibitor entry in accordance with 10.1.2 is also covered by the fee of the co-exhibitor.

## 11. PRODUCT LISTING

**FORECOURT EQUIPMENT & CONSTRUCTION**  
**OIL COMPANIES & FUEL RETAILERS**  
**CARWASH & CARCARE**  
**PAYMENT & AUTOMATION**  
**TRANSPORT & LOGISTICS**  
**LUBRICANTS & ADDITIVES**  
**SHOP & CONVENIENCE**  
**SERVICES & MEDIA**

A more detailed outline for the exhibitor directory will be released later.

## 12. SPECIAL CONDITIONS OF ADMISSION

The following special regulations regarding admission are supplementary to 4:

- 12.1. The request for permission to participate in the *UNITI expo 2020* can only be considered if received by UK until 3 April 2020 (closing date) and the down-payment invoice is settled. Requests received after the closing date will be placed on a waiting list. We expressly point out that a request within the closing date does not guarantee the participation in the *UNITI expo 2020*. The admittance will only be decided according to 4 and the subsequent conditions of admission.
- 12.2. Requests for positioning as listed in the registration will be taking into consideration by UK, in as far as possible; but changes or variations to the theme of the hall maps are generally excluded. Reference is made to 3.7.
- 12.3. The allocation of the stands according to 4 starts from March 2019.
- 12.4. *UNITI expo* is a trade fair for the information of business professionals for new products and trends in the area of service stations. Direct sales of exhibits and samples are not permitted.

### 13. SPECIFIC REQUIREMENTS FOR THE EVENT

For the *UNITI expo 2020* addenda, modifications and specific rules apply as follows;

#### 13.1. Hall map and detail view of your stand

Together with your stand confirmation you will receive a high-resolution hall map with dimensions and detailed specifications for the maximum construction height and the position of the duct covers. It is essential to forward this plan to your stand builder.

#### 13.2. Construction height

A minimum height of 2,50m for the demarcation of stand space from the neighbouring stands is mandatory. The backside of the stand partition walls above the height of 2,50m must be smooth, clean and neutral (white or light grey). If a height of 3,50m is exceeded the exhibitor is obliged either to maintain a neighbouring zone of 1m or obtain the written approval of the stand neighbour.

#### 13.3. Stand design and stand boundaries

Exhibits can only be deployed up to the border of the hall aisle. Operators and operator panels or similar devices have to stand inside the stand boundaries at any time. Up to a maximum of 50% of one open stand side can be closed-off. It is to assure that the attractiveness of the opposite and the neighbouring stands will not be affected. UK is entitled to remove or alter construction elements which are not approved or permitted at the exhibitor's own costs and at their own risk. In halls 3 & 5 only single-storey stand constructions allowed.

#### 13.4. Distribution of printed papers and advertising material

Advertising or advertising actions outside the stand are not permitted unless they are explicitly permitted by UK. The same applies to the placement of advertising elements outside the stand.

#### 13.5. Approval of stand construction

Stand construction approvals must be submitted to LMS, Technical Service Department not later than 8 weeks before the stand setup begins. Please use the standard-form for approval of stand construction at **Stuttgart Messe Service-Portal**. You will receive the approval which may contain reservations and conditions via email. For further inquiries you can send an email to: [technik@messe-stuttgart.de](mailto:technik@messe-stuttgart.de).

For stand construction approvals, which are submitted to LMS after the deadline, a post-processing fee is generally charged.

An approval of stand construction is required if:

- the stand construction is higher than 3,50m, in hall 1 below the gallery higher than 3,00m
- the floor space exceeds 30m<sup>2</sup>
- the stand structures / special structures have enclosed roofs

Reference is also made to the conditions of the **Technical Guidelines of LMS**.

#### 13.6. Subsequent changes of address

Please check the address / invoice address on your stand confirmation. For belated changes, whether affecting the address of the exhibitor, co-exhibitor or the additionally represented companies, the invoice address or the technical address, a handling fee of 50,- € plus VAT will be charged.

#### 13.7. Under the provisions of the Copyright Act a permission for musical reproduction in any form is required from the Society for Musical Performance and Mechanical Reproduction Rights (GEMA). (See also the **Technical Guidelines of LMS**).

### 14. PREAMBLE, MATERIAL DEFECTS, DAMAGES, INSURANCE, ASSERTION OF CLAIMS, LIMITATION OF ACTIONS, OFFSET / RETENTION / LESSOR'S LIEN, LIMITATION OF LIABILITY, FORCE MAJEURE, DOMESTIC AUTHORITY, MEETING PLACE REGULATION, EU REGULATIONS, ACCIDENT PREVENTION REGULATIONS AND SAFETY REGULATIONS

#### 14.1. Preamble

If in the Exhibiting Conditions of UK regulations on limitation of liability, exemption of liability, terms of exclusion and limitation of actions or similar are made, these shall apply only to the extent specified in 14.8.

#### 14.2. Material Defects

The exhibitor shall examine the items supplied by UK immediately after their delivery as far as this is reasonably possible in the normal course of business and, if there is a defect, immediately notify UK in writing. If the exhibitor omits the notification, the items shall be deemed approved, unless there was a defect of the item that was not recognizable during the examination. If such a defect appears later, the exhibitor must immediately report it. Otherwise, the items shall be deemed approved in respect of such latent defect.

Regardless of this, the liability of UK for material defects is excluded in the scope specified in 14.8.

#### 14.3. Compensation for Damages

Claims for damages by the exhibitor towards UK shall be excluded in the scope specified in 14.8.

#### 14.4. Insurance

UK does not provide any insurance for the exhibitor. The exhibitor is expressly advised to take out his own insurance. For all exhibitors, there is an option available to obtain insurance coverage based on the basic agreements concluded by LMS. Further details can be found at the Stuttgart Messe Service portal ([www.stuttgarmesseserviceportal.de](http://www.stuttgarmesseserviceportal.de)).

If no use is made of the offer to take out an exhibition insurance according to request "Exhibition insurance", information on liability with regard to risks of damage and the existing insurance cover is given in the General Terms and Conditions for Services of LMS according to the Stuttgart Messe Service Portal ([www.stuttgarmesseserviceportal.de](http://www.stuttgarmesseserviceportal.de)).

- 14.5. Asserting of Claims  
Exhibitor's claims against UK, their vicarious agents or their employees, irrespective of type, must be made in writing to UK within 1 year after the end of the event at the latest. Any claims that will be received from the exhibitor later than this will not be taken into account (exclusion period).
- 14.6. Statute of Limitations  
All contractual and statutory claims of the exhibitor against UK become statute-barred after 1 year as of the date when the statute of limitation has started.
- 14.7. Offset / Retention / Lessor's Lien
- 14.7.1. The exhibitor is only entitled to set-off and retention rights against UK if their counterclaims have been established as legal, undisputed or recognised by UK.
- 14.7.2. Regarding all non-fulfilled obligations of the exhibitor to UK, UK is entitled to assert their lessor's lien over the stand fittings and exhibition articles provided by the exhibitor and to prohibit their removal. § 562a of the German Civil Code (BGB) does not apply. If the obligations to UK are not fulfilled within the period set for the exhibitor, UK is entitled to sell the retained articles after written notification without holding. UK is only liable for damages and / or loss in the case of wilful intent or gross negligence.
- 14.8. Limitation of Liability  
The liability of UK for damages is excluded, with the exception of the following cases. The liability of the UK is not excluded
- 14.8.1. for damages resulting from the injury to life, body or health that arise from intentional or negligent breach of duty by UK or intentional or negligent breach of duty by a legal representative or vicarious agent of UK,
- 14.8.2. for other damages resulting from intentional or grossly negligent breach of duty by UK or intentional or grossly negligent breach of duty by a legal representative or vicarious agent of UK, or
- 14.8.3. for damages resulting from the violation of essential rights and obligations arising from the nature of the contract due to an intentional or negligent breach of duty by UK.
- 14.9. Force Majeure  
Cases of force majeure, which prevent UK from fulfilling their obligations either totally or in part, relieve UK from fulfilling this contract until the case of force majeure is removed. UK must inform the leaser of this immediately, provided that they are not likewise prevented by force majeure from doing so. The impossibility of a sufficient supply of supplies (such as electricity, heating, etc.), strikes and lockouts – provided they are not caused by UK – as well as events of terrorism are also equated with a case of force majeure. If costs for the preparation of the event are incurred to UK in these cases, the leaser is obliged to pay these costs.
- 14.10. Domestic Authority  
The contractors and employees of UK exercise domestic authority over the leaser. Their directives must be followed. In all other respects, UK transfers the leaser domestic authority in the rented areas in the scope required for the proper execution of the event and for the period of rental, irrespective of the remaining right of UK to admit the service personnel commissioned by them at any time.
- 14.11. House Rules  
Additionally, reference is made to the House Regulations and terms of use of LMS that are posted in the exhibition centre and that are also a part of the rental contract.  
The House Regulations of LMS are available at [www.uniti-expo.com](http://www.uniti-expo.com) > Exhibitors > Download area for download and printing.
- 14.12. Meeting Place Regulation
- 14.12.1. If the exhibitor is the Organizer within the meaning of the Meeting Place Regulation (VStättVO; Meeting Place Regulation of 28/04/2004, Journal of Law of Baden-Württemberg 2004, page 311 ff.), he is held responsible in accordance with the Meeting Place Regulation, in particular Article 38 paragraphs 1, 2 and 4 of the Meeting Place Regulation. The exhibitor is obliged to comply with the Meeting Place Regulation. The exhibitor is obliged to release UK and its vicarious agents from any damage claims and administrative fines based on their operator liability according to Article 38 paragraph 5 of the Meeting Place Regulation. The regulations of 14.1 are unaffected.
- 14.12.2. If the exhibitor uses and operates in areas of more than 20 m<sup>2</sup> for artistic performances and other performances (scene areas) during the event, the terms of the Meeting Place Regulation must be observed in accordance with 14.12.1, and in particular, a person responsible for any event technology used must be commissioned, if necessary.  
The exhibitor must notify UK of such scene areas before the start of the event unprompted and in writing.
- 14.13. EU Regulations  
The exhibitors, co-exhibitors and additionally represented companies (see 6.) will ensure that the EU Regulations No. 2580 / 2001 and No. 881 / 2002 are adhered to, on their own responsibility, particularly in the areas of their finances, purchase, goods movement, service and staff.
- 14.14. Accident prevention regulations and safety regulations  
The exhibitor undertakes to comply with the accident prevention regulations and safety regulations.

## 15. TECHNICAL GUIDELINES, STAND SET-UP, STAND DISMANTLING, STAND CLEANING, INTERNET PURCHASE ORDERS

- 15.1. The **Technical Guidelines of LMS** are also a part of the contract and can be downloaded and printed. The exhibitor undertakes to comply with the **Technical Guidelines of LMS**.
- 15.2. Stand set-up
- 15.2.1. Set-up of the stands in the halls can only be started on the set-up date stated in 2.4 at the earliest.
- 15.2.2. All stands must be constructed and equipped by the end set-up date (fixed date) mentioned in 2.4, as general cleaning of the entire exhibition centre starts on this date. UK is entitled to dispose of stands that are not occupied and constructed up to this point in time in an alternative manner, unless this is due to a fault of UK. The affected exhibitor who is in default of acceptance of the terms cannot make any claims from this – including reimbursement of the rent – against LMS, unless 14.8.1 – 14.8.3 apply.
- Insofar as the aforementioned exceptions are not present to the account of UK, then UK is entitled to invoice the exhibitor a contract penalty in the amount of 5,500.00 Euro unless the exhibitor is a consumer in terms of § 13 of the German Civil Code (BGB).
- 15.2.3. The stands must be aligned with the overall appearance and overall plan of the respective exhibition (see **Technical Guidelines of LMS**).
- 15.2.4. Attaching articles to and / or covering ceilings and wall elements, exposed concrete areas, wood and glass surfaces, the columns or other hall elements in the exhibition centre is strictly prohibited. Exceptions are only permitted with the explicit prior written agreement of UK and LMS.
- 15.2.5. If the construction of stands is performed by LMS, the following additional terms apply (reference is additionally made to 4.5):
- 15.2.5.1. Pre-ordered and reserved rental material that is not used will be invoiced by LMS.
- 15.2.5.2. In the event of capacity bottlenecks, LMS reserves the right to supply the exhibitor with rental articles of equivalent quality in place of the ordered articles. Claims by the exhibitor regarding such replacement deliveries are excluded.
- 15.2.5.3. Damaged and / or non-returned rented articles will be invoiced at the daily rate.
- 15.2.5.4. No ceiling or wall elements may be either nailed or screwed down. Hanging and cord hooks (to be ordered via LMS as well as double-faced adhesive tape (TESA Power Strip) is recommended to fix objects, advertising hoardings and similar (TESA-Power-Strip). Other adhesive tape types may not be used. Any residue (which might e.g. arise from the use of unsuitable adhesive tape) will be removed at the exhibitor's costs. Non-reparable elements will be invoiced to the exhibitor.
- 15.2.5.5. Decoration materials may only be attached and/ or hung on the ceilings and wall elements in agreement with UK and LMS.
- 15.2.5.6. Complaints can only be accepted if they are notified immediately and in writing. Where obvious deficiencies are concerned, these must be notified at the latest at handover of the stand or materials.
- 15.3. Stand dismantling
- 15.3.1. Adherence to the dismantling dates in accordance with 2.4 must be explicitly noted.
- The rental contract terminates when the exhibition is over. UK cannot accept any liability for any articles left remaining in the stand after this date, if the requirements of liability in accordance with 14.8 do not apply.
- 15.3.2. Dismantling of the stands in the halls may only commence on the last day of the trade fair after the end of the exhibition. UK is entitled to invoice the exhibitor a contract penalty in the amount of 5,500.00 Euro if this clause is violated, unless the exhibitor is a consumer in terms of § 13 of the German Civil Code (BGB).
- 15.3.3. The stand area must be completely cleared by the exhibitor at the latest by the time stated in 2.4. The exhibition area must be returned by the exhibitor in the state in which it was handed over.
- In particular, carpet tape adhesives must be previously removed by the exhibitor at their own costs. Explicit reference is again made to the terms described in 15.2.5.4 regarding existing damage as well as all residue (such as adhesive residue).
- The rental contract for rented stands terminates definitely at the end of the trade fair. The rented stands must be completely cleared 3 hours after the end of the trade fair at the latest.
- 15.3.4. UK will pay for general cleaning of the exhibition centre and hall corridors. Cleaning of the stand, however, must be performed by the exhibitor at their own costs and must be completed on a daily basis before the event opens. Explicit reference is made to the fact that it is solely the task of the exhibitor to ensure that carpet adhesive tap residue must be removed. If this residue has not been removed after dismantling has been carried out, it will be removed by UK at the exhibitor's cost.
- The exhibitor may only assign the task of stand cleaning to the cleaning companies stated by LMS.
- 15.3.5. If clearing has not been completed by the end of the dismantling period stated in 2.4, UK is entitled to clear at the costs of the exhibitor and to store any objects that have been left at the costs of the exhibitor. Express reference is made to the lessor's lien of UK according to §§ 562, 578 German Civil Code (BGB) with regard to these objects. § 562a German Civil Code shall not apply. Subject to 14.8, UK does not accept any liability for any objects that have been left behind.
- UK is further entitled to auction off any objects that have been left behind one month after dismantling has ended and after written notification or, if the objects have a stock exchange or market price, to sell the objects by private sale. Subject to 14.8 UK shall not be liable for damage to or loss of the objects that have been left behind.



- 15.4. Explicit reference is made to the contract penalty regulation in 23.
- 15.5. If the exhibitor has ordered additional services of UK and / or their contractual partners via the Internet, in particular from the Stuttgart Messe Service Portal using their customer number at LMS or the access code issued by UK when the stand was confirmed, these purchase orders are effective even without signature or other legitimation.

#### 16. MANDATORY ORDER PROCUREMENT

For safety reasons, the following skilled work and service work (see Technical Guidelines of LMS for more detailed regulations) can only be performed by the contractual companies stated by LMS (see also 4.5):

- 16.1. Main connection from hall network to trade fair stand for electricity, gas, water and pressurised air (see also **Technical Guidelines of LMS**)
- 16.2. Drilling in the floors of the halls (see also **Technical Guidelines of LMS**)
- 16.3. Other interventions in the basic structure of the wall / floor / ceiling (see also **Technical Guidelines of LMS**)
- 16.4. Floor openings to the floor ducts (see also **Technical Guidelines of LMS**)
- 16.5. Transport at the exhibition centre, including the operation of cranes and lifting vehicles (see also **Technical Guidelines of LMS**)
- 16.6. Cleaning and surveillance (see also **Technical Guidelines of LMS**) outside the official opening times
- 16.7. Installation of other supply media, in particular wireless radio networks, WLAN, telecommunications lines, etc. (see also **Technical Guidelines of LMS**)
- 16.8. Ceiling suspensions (see also **Technical Guidelines of LMS**)
- 16.9. Connections to the sprinkler systems (see also **Technical Guidelines of LMS**).
- 16.10. Use of compressed gases and liquid gases (see also **Technical Guidelines of LMS**).

The exhibitor will be charged separately for these services.

#### 17. SAFETY-RELATED REGULATIONS AND LIABILITY REGULATIONS

- 17.1. If the regulations in the **Technical Guidelines of LMS** for energy / water / pressurised air supply or corresponding directives regarding these by the authorities or LMS are not observed or adhered to by the exhibitor, LMS is entitled to stop these deliveries immediately without compensation and / or to close the exhibition stand.
- 17.2. If the energy / water / pressurised air supply is interrupted due to force majeure, any technical breakdowns or instructions by the respective energy suppliers, LMS shall not be held liable, however, subject to 14.8. The same applies in such case for UK.
- 17.3. Subject to 14.8, only the exhibitor shall be liable for damages that might be caused by the use of laser equipment. However, if any claims are asserted directly against LMS, the exhibitor is obliged to release, indemnify and hold harmless LMS from such claims and to advance as well as pay any costs required for LMS' legal action. The same applies in such case for UK.
- 17.4. On the open-air exhibition ground, there is a general restriction of the constructional and useful height according to the regulations of the **Technical Guidelines of LMS**, which the exhibitor must guarantee in all cases.
- In accordance with § 16 Paragraph 2 of the Air Traffic Regulations, it is prohibited to fly kites or paragliders on the open-air exhibition ground as it is in the airport protection area. Captive balloons and other balloons, as well as flying models of all types may only be conveyed or operated with the permission of the responsible aeronautical authority. The responsible aeronautical authority is the Ministry of the Interior of Baden-Württemberg, Abteilung 7, Referat 75, Postfach 10 24 43, 70020 Stuttgart.
- 17.5. Explicit reference is made to the contract penalty regulation in 23.

#### 18. ADVERTISING

- 18.1. The exhibitor is only allowed to advertise in any form within their stand and only for the articles they exhibit.
- Advertising or advertising actions on the fairground, but outside the stand are only permitted upon booking the offered advertising measures. This includes, in particular, the distribution of pamphlets. All advertising actions on the fairground will be available as of January 2020 under: **www.uniti-expo.de > Aussteller > Download-Bereich > Exhibitors > Download area**.
- 18.2. Reference is also made to the regulations in the **Technical Guidelines of LMS**.
- 18.3. Explicit reference is made to the contractual penalty regulation in 23.

#### 19. PARKING SPACES

- 19.1. The LMS staff and their assigned personnel are authorised for traffic management at the exhibition centre, including the stopping and parking of vehicles.
- 19.2. A limited number of parking passes with a time restriction are issued against payment for the vehicles of the exhibiting companies and the stand staff. More details can be found in the Stuttgart Messe Service Portal (**www.stuttgartmesseserviceportal.de**). These passes are valid for the chargeable parking spaces during the exhibition, including the last day of set-up and the first day of dismantling. The passes can be ordered with the form "Long-term parking permits" available in the Stuttgart Messe Service Portal (**www.stuttgartmesseserviceportal.de**).
- 19.3. LMS is entitled to tow away any unauthorised vehicles parked in the exhibition centre without any notification, at the cost and risk of the owner and the driver.
- 19.4. Reference is also made to the regulations of the **Technical Guidelines of LMS**.

## 20. NOISE PROTECTION, FLOOR LOADING

- 20.1. If the exhibitor conducts noise-generating presentations or operates devices (e.g. compressors) producing noise exceeding 75 dBA (measured at 3 m distance from the stand), a soundproof booth is mandatory. In the event of noncompliance with this regulation, UK is entitled to ban the demonstration or operations upon notice without the exhibitor being entitled to any compensation for damages, or to close the stand if necessary. Reference is also made to the conditions of the **Technical Guidelines of LMS**.

Same sound limits apply for music and other presentations inside or outside the stand.

If noise potentiation occurs due to various noise sources under 75 dbA, UK is entitled to prohibit noise generation for certain periods in order to protect all exhibitors and visitors if the exhibitor cannot provide a remedy by using a sound-proof stand in individual cases.

- 20.2. Floor Loading

The permitted traffic loads in the individual hall areas are:

Hall 1, 3 and 5:	33 kN / sqm, over duct cover 16,7 kN / sqm
Gallery Hall 1:	10 kN / sqm
Messepiazza:	10 kN / sqm (SLW30)

If the exhibitor is in doubt regarding the extent of the traffic load they require or wants to generate higher traffic loads than those mentioned above, this must be clarified in advance with the responsible Technical Department of LMS. A higher traffic load is not permitted without the agreement of the Technical Department of LMS. In addition, reference is made to the regulations of the **Technical Guidelines of LMS**.

- 20.3. Explicit reference is made to the contractual penalty regulations in 23.

## 21. INTELLECTUAL PROPERTY RIGHTS

- 21.1. The exhibitor is obliged to strictly observe the industrial property rights of third parties with regard to the articles they exhibit.  
Articles that violate the intellectual property rights, in particular trademark rights, design patent rights, utility patents and / or patents are not permitted as exhibition articles.
- 21.2. The exhibitor is obliged to remove articles that violate these rights in terms of 21.1 immediately from their stand.
- 21.3. The exhibitor is liable in the same manner for rights violations through articles of co-exhibitors in terms of 6.2 and through additionally represented companies in terms of 6.3.
- 21.4. UK reserves the explicit right to exclude the exhibitor from the current and / or future event(s) without any compensation, without justification of a respective obligation, if infringement of industrial property rights and / or infringements against the obligations in terms of 21.1 and 21.2 can be substantiated. 21.3 applies accordingly.
- 21.5. Exhibitors are solely responsible for safeguarding the intellectual property rights of their exhibition articles.
- 21.6. Subject to 14.8, if UK exercises its exclusion right in terms of 21.4, based on a judicial decision or on substantiated evidence for the infringement of an industrial property right, the exhibitor concerned shall not be entitled to any compensation for damages from UK if the violation of intellectual property rights proves to be not existing at a later point in time (as the result of an appeal procedure or other legal evidence). This does not apply in cases where UK has acted with wilful intent or with gross negligence.
- 21.7. Reference is also made to the LMS information "Plagiarisms / Intellectual Property Rights" in the Internet at <https://www.messe-stuttgart.de/en/exhibitors/registration/>.

## 22. PHOTOGRAPHY AND OTHER IMAGE RECORDING

- 22.1. Commercial image recording of all types, in particular photography and films / video recordings are prohibited everywhere in the exhibition centre. The only exceptions are the press photographers accredited by UK.
- 22.2. Any photographs or other film and image recordings of your own stands and exhibits do not require the approval of UK.
- 22.3. UK has the right to create, or employ third parties to create photo, video and audio recordings as well as drawings of exhibits for documentation purposes or for their own marketing purposes. This also applies to recordings of persons.

## 23. CONTRACTUAL PENALTY

If an exhibitor is an entrepreneur in terms of § 14 of the German Civil Code (BGB), UK is entitled to demand a contractual penalty from the exhibitor in the following cases:

- 23.1. In the event of noncompliance with the terms of 15.2 and 15.3 to the amount of 500.00 Euro, unless there is evidence of infringement according to 15.2.2 or 15.3.2, where this regulation remains
- 23.2. In the event of noncompliance with the terms of 16.1 to 16.5 and 16.7 to 16.9 in the amount of 5,500.00 Euro
- 23.3. In the event of noncompliance with the terms of 17.1 and 17.4 in the amount of 5,500.00 Euro
- 23.4. In the event of noncompliance with the terms of 18. in the amount of 1,000.00 Euro
- 23.5. In the event of noncompliance with the terms of 20. in the amount of 2,500.00 Euro, with the exception of an infringement against the terms of 20.2, where an amount of 5,500.00 Euro is applied

for each case of noncompliance, irrespective of the right of the assertion of claims for damages. § 341 Paragraph. 3 of the German Civil Code (BGB) does not apply.

#### 24. EXCLUSION OF RELINQUISHMENT

The assignment of claims of the exhibitor against UK or its staff, vicarious agents or assistants is excluded.

The provisions of Article 354a German Commercial Code remain unaffected.

#### 25. STORAGE OF DATA

The exhibitor agrees explicitly to the storage, processing and forwarding of person-related data by UK in accordance with the German Data Protection Act, including the use of automatic data processing, provided this is required solely for contractual purposes in connection with the *UNITI expo*.

#### 26. APPLICABLE LAW / PLACE OF EXECUTION / PLACE OF JURISDICTION

- 26.1. Only the law of the Federal Republic of Germany shall apply to all the legal relations between UK, its personnel, vicarious agents and assistants on the one hand and the exhibitor as well as its personnel, vicarious agents and assistants on the other hand. The respective German version of the Exhibiting Conditions, **Technical Guidelines of LMS**, the General Terms and Conditions for Services of LMS as well as for Installations and Furnishings and the House Rules of LMS is the only decisive version, and takes precedence over its translated version with regard to interpretation in case of discrepancies.
- 26.2. The place of performance is Berlin.
- 26.3. The place of jurisdiction (including for cheque and bill actions) is the Local Court (Amtsgericht) of Berlin-Charlottenburg or Regional Court (Landgericht) of Berlin, as applicable, for both contractual partners, if the exhibitor is a merchant, a legal entity under public law or special fund under public law or does not have any general place of jurisdiction in Germany. However, UK reserves the right to also institute legal proceedings at the general place of jurisdiction of the exhibitor.

#### 27. ADDITIONAL AGREEMENTS / SEVERABILITY CLAUSE

- 27.1. Additional agreements are only legally binding if made in writing with UK or confirmed in writing by UK.
- 27.2. These Terms and Conditions of Participation respectively this contract shall remain valid even if individual provisions prove to be invalid. The affected provision shall be replaced by a provision corresponding as closely as possible to the original pursued commercial purpose.