

# THE HERITAGE POST TRADE SHOW

## Terms and Conditions of THE HERITAGE POST TRADE SHOW Düsseldorf

### Foreword

These terms and conditions apply between the ORGANISERS of the trade fair „THE HERITAGE POST TRADE SHOW“ (here in after referred to as: „FAIR“) and the exhibitors, unless otherwise agreed in individual contracts.

### 1. Organiser

THE HERITAGE POST  
Uwe van Afferden GmbH  
Dominikanerstraße 11a, 40545 Düsseldorf  
Commercial Register Entry Düsseldorf District Court HRB 38590  
Telephone: +49 211 55 21 32  
E-mail: info@theheritagepost.com

referred to as the „ORGANISERS“.

### 2. Venue

The trade fair will be held at Areal Böhler, Hansaallee 321, 40549 Düsseldorf

### 3. Date/Opening hours

- a) The fair will held on a Saturday and Sunday
- b) We will announce the opening hours for visitors and exhibitors separately.

### 4. Set-up/Disassembly times

- a) Set-up is on the Friday before the event, the set-up times will be times will be announced separately. During set-up, escape routes must be kept clear at all times. Vehicles may only be driven into the event hall under special circumstances and in consultation with the organiser.
- b) Dismantling takes place on Sunday from 18:00 to 22:00.

### 5. Registration deadline

Stand capacities will be allocated according to the chronological order of application as well as according to the regulations in section 6 „Fair acceptance“. There is no legal obligation to accept applications.

### 6. Acceptance of applications to the fair

Selection of the exhibitors is at the discretion of the organisers, taking into account the philosophy of the Heritage Post Trade Show. The exhibitor contract comes into effect with the sending of a corresponding confirmation email by the organisers. The admission is only valid for the respective registered event and for the exhibition goods and services registered therein.

### 7. Stand allocation

When allocating stands, the organisers will endeavour to take into account any wishes regarding stand position. The exhibitor has no right to be allocated a specific stand position. In individual cases,

the organisers are entitled to allocate the exhibitor a different stand area from that originally allocated. If such a change results in a reduction in the contractually agreed stand size, the Organisers shall reimburse the exhibitor for any difference. The exhibitor cannot assert any further claims arising from this.

### 8. Co-exhibitors/sharing and transfer of stand areas

Without the prior written consent of the Organisers, the exhibitor may not exchange or share his stand, nor may he sublet it in whole or in part to third parties. If a stand area is used by another company without prior consent, the organisers shall be entitled to have the stand area cleared at the exhibitor's expense. The exhibitor is liable for damage caused by co-exhibitors on the stand area allocated to him.

### 9. Terms of payment/invoice/cancellations

- a) All agreed prices for the exhibition space and agreed additional costs are only valid for one event. Subsequent price increases are only permissible with the consent of the exhibitor.
- b) The exhibitor receives an invoice from the organizer 60 days before the start of the event for the stand rental and additional costs. Objections to this invoice must be made in writing by the exhibitor within 14 days of receipt. Of the invoice amount, 50% of the stand rental is due as a deposit within 14 days. The remaining amount is to be paid at the latest 14 days before the event. Receipt of payment by the organizer is a mandatory prerequisite for the exhibitor's occupation and use of the stand area.
- c) Cancellations of stand bookings are possible up to 60 days before the event. In such a case, the organizer will charge the exhibitor 25% of the original invoice amount. In the event of later cancellations, we reserve the right to charge a flat-rate cancellation fee of 50% of the agreed contract sum.
- d) If the event is cancelled due to government measures, energy shortages, force majeure or unforeseen events, 75% of the cost of the stand rental will be refunded. No further claims can be made by the exhibitor.

### 10. Contingent of admission tickets/subject to cancellation or postponement

- a) Admission for visitors to the event is made possible by an admission ticket showing a paid admission fee of 10 euros. Each exhibitor shall receive a contingent of 5 admission tickets, which shall not be charged separately by the organisers, upon booking the stand area.
- b) The organisers reserves the right to cancel the event up to 4 weeks before the planned date without giving reasons. In this case, the organisers will refund any participation fees already paid. Any further claims of the exhibitors are not admissible.
- c) The organisers also reserve the right to relocate the event in terms of time and place for important reasons. In this case, the contracts concluded between the Organisers and the exhibitor

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shall remain valid; amounts shall only be refunded by the Organisers if the exhibitor proves that he is unable to participate in the rescheduled event for an important reason.

### 11. Stand design/sound system/exhibition operation

- a) All stand constructions must comply with both the statutory provisions and the event conditions of the Böhler site; the latter shall be handed over to the exhibitor by the Organisers on request.
- b) The stand areas must be occupied by both the goods and the Exhibitor's personnel during the entire opening hours. Dismantling work may not begin before the official end of the event.
- c) The playing of film and sound recordings on the stand is only permitted with the prior written consent of the Organisers and only at the volume permitted by them. The organisers may revoke such permission at any time without giving reasons (also verbally). The exhibitor is responsible for registering with the Society for Musical Performing and Mechanical Reproduction Rights (Gesellschaft für musikalische Aufführungs- und mechanische Vervielfältigungsrechte, GEMA) or other collecting societies; the exhibitor shall indemnify the organisers against any claims by GEMA or other collecting societies based on the exhibitor's actions.

### 12. Insurance

The organisers commission a security company in the course of renting the exhibition hall on the Böhler site. The liability of the organisers is exclusively based on section 13.

### 13. Liability

- 13.1 The Organisers shall only be liable for damages – for whatever legal reasons –
- (a) in the case of intent,
  - (b) in the case of gross negligence on the part of its executive employees (in this case limited to the reasonably foreseeable damage),
  - (c) in the case of culpable injury to life, limb, health,
  - (d) in case of defects that the organisers have fraudulently concealed,
  - (e) in the case of defects in the subject matter of the contract, insofar as liability exists under the Product Liability Act (Produkthaftungsgesetz) for personal injury or property damage to privately used objects,

(f) in the event of culpable breach of essential contractual obligations, the organisers shall be liable in the event of gross negligence on the part of non-executive employees and in the event of slight negligence, in the latter case limited to reasonably foreseeable damage typical of the contract. Material contractual obligations in this sense are those obligations whose fulfilment makes the proper execution of the contract possible in the first place and on whose compliance the exhibitor regularly relies and may rely.

(g) insofar as the organisers are liable due to default, their liability is limited to the reasonably foreseeable damage typical for the contract, insofar as there is no culpable injury to life, body or health.

13.2 In each of the aforementioned cases, the liability of the Organisers is limited to the amount corresponding to the net remuneration for the contractually owed service. This does not apply to any liability for culpable injury to life, limb or health.

13.3 Further claims other than those regulated above are excluded. In particular, liability for indirect damage and consequential harm caused by a defect – to the extent permitted by law – is excluded.

### 14. Corona- or other pandemic provisions

All official measures existing at the time of the event with regard to the Corona pandemic or any other pandemic shall be fully observed and implemented by both contracting parties.

### 15. Final Provisions

- a) The law of the Federal Republic of Germany shall apply to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11.4.1980 (UN Sales Convention).
- b) The place of performance and fulfilment for all services arising from this contract is Düsseldorf.
- c) The place of jurisdiction for all disputes arising out of or in connection with this contract is Düsseldorf.
- d) There are no verbal collateral agreements. All amendments and supplements must be made in writing. Should individual provisions of the contract be wholly or partially invalid, this shall not affect the validity of the remaining provisions and agreements. The wholly or partially ineffective provision shall be replaced by an effective provision by which the economic purpose originally pursued by the contracting parties can be achieved as closely as possible.