

# GENERAL TERMS AND CONDITIONS OF BUSINESS OF BVL SERVICE GMBH

## Part I. General Provisions

### 1. General, Validity

(1) These General Terms and Conditions of Business (T&Cs) apply to all contracts with BVL Service GmbH (BVL). They also apply in their respective version to all future contracts with the same contractual partner without the need to make specific reference to their validity in each individual case.

(2) These T&Cs apply exclusively. Terms and conditions of the contractual partner that differ from, that are in conflict with or that supplement these T&Cs will only be considered part of this contract where they are expressly approved by BVL.

### 2. Making of the Contract

(1) Offers of BVL are non-binding and subject to confirmation.

(2) Contracts are only effective if signed or confirmed in writing by BVL.

### 3. Conditions of Payment

(1) All BVL prices are plus VAT.

(2) BVL may bill up to 50% of the agreed price as a deposit.

(3) The contractual partner is only entitled to offset or withhold payment where his claims have been legally established or are undisputed.

(4) The payment of the sponsor / exhibitor fee until a fixed due date is a prerequisite for the development and use of the allotted space.

### 4. Liability

(1) Unless stated otherwise in these T&Cs including the following provisions, BVL assumes liability for the violation of contractual and extra-contractual obligations based on the pertinent statutory regulations.

(2) Irrespective of the legal basis, BVL is liable for damages in cases of intent and gross negligence. In cases of simple negligence, BVL can only be held liable:

a. for damages resulting from injury to life, limb or health

b. for damages resulting from the violation of a material contractual obligation (an obligation whose fulfilment is a precondition for the proper implementation of the contract and in the fulfilment of which the contractual partner generally trusts and is entitled to trust); in this event, however, the liability of BVL is limited to compensation for the foreseeable, typically occurring damage.

(3) The limitations on liability arising from para. (2) do not apply in the event of bad faith on the part of BVL or if BVL has assumed a guarantee.

### 5. Force Majeure

If it is not possible to hold an event due to force majeure, all payment obligations vis-à-vis BVL become null and void. Beyond this, however, BVL will not reimburse any incurred costs. If it becomes necessary to shorten or prematurely terminate an event in progress, the contractual partner will not be entitled to refunding or reduction of agreed payments. If the event has to be moved to another date for important reasons, the agreements made will remain valid.

### 6. Code of Conduct, Due Consideration

(1) The contractual partner undertakes to comply with the rules and principles of the Code of Conduct

of Bundesvereinigung Logistik in its cooperation with BVL.

(2) In the implementation of all measures, the contractual partner must always adhere to the principles of serious advertising, and all the advertising and promotional activities he conducts must always pay due consideration to the non-profit character and neutrality of Bundesvereinigung Logistik (BVL) e.V.

(3) BVL and the contractual partner agree to pay due consideration to the legitimate interests of the other party, also and in particular within the context of their PR activities. They will ensure that the other party is informed in advance and in a timely manner of circumstances that may be of importance to the other party.

(4) In the event of non-compliance with the provisions in the above paras. (1) to (3), BVL is entitled to prohibit the corresponding advertising/PR measures of the contractual partner.

### 7. Exclusivity

Rights of the contractual partner to exclusivity are excluded unless expressly agreed otherwise.

## Part II. Participation in Exhibitions

### 1. Stand Allocation

Exhibition stands are allocated by BVL. The date of receipt of the registration is of no relevance. The wishes of exhibitors with regard to allocation of specific stands will be taken into consideration to the extent that this is possible, but specific stand locations cannot be made a condition of registration. The organiser or BVL may move stands and advertising panels to other locations for organisational reasons or to achieve the desired overall appearance of the exhibition.

### 2. More than One Tenant, Sub-Letting, Use of the Stand by Third Parties

The contractual partner is not entitled to let third parties use part or all of the allocated stand, to swap or sublet the allocated stand or to accept the allocated stand on behalf of other exhibitors without the written consent of BVL. The admission of a co-exhibitor is subject to a separate application which must be submitted to BVL in writing. Admission of a co-exhibitor is subject to a surcharge. In the event that a co-exhibitor is admitted without proper approval, BVL may terminate the contract with the contractual partner without notice.

### 3. Stand Personnel/Participants/Guests

The stand personnel must be registered with BVL using the online registration form and must be named. The authorisations are non-transferable. Additional persons must pay additional participation fees. Guests may be invited using short-term tickets under certain conditions.

### 4. Stand Demarcation and Dimensions

Stands must not extend beyond the defined area. BVL may demand the modification or removal of exhibition stands with non-approved designs or stands that do not comply with the exhibition conditions. If a stand has to be closed for these reasons, the contractual partner is not entitled to demand a refund of the stand rental or to demand compensation.

### 5. Rental Stand

If the contractual partner has booked a rental stand, the stand will be assembled by the trade fair assembly company contracted by the organiser. The stand assembly material including fascia (also with lettering) is the property of the trade fair assembly company. No adhesive substances, nails or staples may be used on the walls of the rented stand. The contractual partner will be billed for any damage or for the cost of any special cleaning that is required. In the event that a contractual partner decides to use his own stand system instead of a rental stand (or vice-versa) less than 30 days before the start of the exhibition, a processing fee of € 100 will be charged.

### 6. Own Stand System

If a contractual partner uses his own stand system or commissions his own trade fair contractor to erect the stand, a drawing of the stand must be submitted for the organiser's approval as soon as possible and at the latest 6 weeks prior to the start of the event. The maximum overall height of the stand is 3 metres.

### 7. Cancellation

a. If the contractual partner cancels his participation, he must pay a lump-sum compensation charge. In the event of cancellation up to 8 weeks before the start of the event, this charge will be equivalent to 25% of the agreed stand rental, rising to 50% up to 6 weeks before the start of the event and to 100% thereafter.

b. Special regulation for the International Supply Chain Conference

- from publication of conference programme 25%
- up to 6 weeks before conference 50%
- up to 6 weeks before conference 75%
- less than 6 weeks to conference 100%.

### 8. Advertising

The contractual partner may only conduct advertising activities – in particular the distribution of brochures, leaflets and samples – within his allocated stand area. Posters, stickers or other advertising material attached without approval will be removed during the event and the party in question billed for the cost of this work. Loudspeaker advertising, slide or film presentations and show performances must be approved in writing by BVL. The same applies to the use of other equipment and devices designed to achieve a higher advertising impact by visual means. Despite having given their approval, BVL and the organiser may restrict or prohibit advertising activities that cause disturbances, dirt, dust, exhaust gases or vibrations or that pose a risk to or impair the event for other reasons.

### 9. Assembly and Dismantling

The contractual partner will be notified in good time of the exact times scheduled for assembly and dismantling of the stands and must adhere to these times. Stand assembly must be completed in good time before the event is opened. Stipulated traffic areas must always be kept clear. The contractual partner undertakes to dispose of waste following assembly/dismantling of the stand. Any clearing work that should be necessary will be charged to the contractual partner. No stand may be cleared in part or in whole before the end of the event. BVL further reserves the right to bar the contractual partner from the next event.

### 10. Deposit

The contractual partner must pay a deposit of € 1,000 per stand. This deposit is due before the start of the event at the latest. In the event of culpable violation of obligations by the contractual partner, BVL is entitled to retain the deposit in whole or in part, if the banking arrangements are available.

### 11. Electricity/Lighting, Telephone Connection, Consumables

The stand is equipped with a power connection from 220 volts to 2.0 kW. The cost of general lighting will be borne by the organiser. Telephone connections may be ordered using the corresponding special form, but there is no entitlement to telephone connections. The cost of the telephone connections will be borne by the contractual partner.

### 12. Liability

The contractual partner assumes liability for all damage suffered by third parties at his stand.

### 13. Official Regulations

All corridors, aisles etc. in the exhibition area must be kept clear across their full width to comply with safety regulations. The stand construction must not extend beyond the limits of the stand area.

### 14. Exhibitor/Participant Passes

The name badge distributed by the organiser to all exhibitors is to be worn for the duration of the event. The wearing of other name badges is not permitted.

### 15. Distribution of Food and Beverages

The distribution of food, beverages and other refreshments is subject to approval unless the services are provided by the stipulated on-site catering service (where applicable).

## Part III. Placement of Advertisements

Rights of the contractual partner to specific positioning of an advertisement are excluded unless expressly agreed otherwise.

## Part IV. Use of Vehicles

Vehicles provided by the contractual partner must be roadworthy and must be in excellent overall condition. Fuels and operating media consumed during the term of the contract will not be paid for or replaced by BVL.

## Part V. Concluding Provisions

### 1. Saving Clause

If one or more of the provisions in these conditions is or becomes invalid in whole or in part, this will not affect the validity of the remaining provisions.

### 2. Applicable Law, Legal Venue

(1) The law of the Federal Republic of Germany applies to all legal relations between BVL and the contractual partner to the exclusion of all international legal systems, in particular the UN Convention on Contracts for the international Sale of Goods.

(2) If the contractual partner is a businessperson, Bremen is the sole legal venue. BVL is however, also entitled to file an action at the general legal venue of the contractual partner.