

# Terms & Conditions of Participation

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The general contractual "provisions" and the terms and conditions for additional services for system stands apply, as do the technical regulations found on our website at [www.book-fair.com/technical-regulations](http://www.book-fair.com/technical-regulations). On request, we would also be happy to send these to you.

## I. Contractual provisions

Frankfurter Buchmesse provides a showcase for books and book-related products and services from countries all over the world. It is the most important international trading place for content and promotes the sale of books, book-related articles, services for the book industry, as well as the trading of rights as part of the international publishing business. It is organised and presented by the Frankfurter Buchmesse GmbH, Braubachstrasse 16, 60311 Frankfurt am Main, Germany (referred to here as the Organiser(s)).

### 1. Duration

**1.1** Frankfurter Buchmesse 2018 will take place between Wednesday, 10 October, and Sunday, 14 October, 2018. The official opening is on 9 October 2018 at 5.00 pm. The opening hours are from 9.00 am to 6.30 pm daily, and from 9.00 am to 5.30 pm on 14 October. The Fair is open to the general public from 9.00 am to 6.30 pm on Saturday and from 9.00 am to 5.30 pm on Sunday. Exhibitors are admitted to the exhibition site from 8.00 am and can remain in the halls until 7.00 pm.

**1.2** The Organiser may postpone the Fair for good cause, change its duration and times of opening, exclude the general public, cancel the Fair entirely or close it earlier than scheduled.

### 2. Exhibitors

**2.1** All national and international companies may exhibit at Frankfurter Buchmesse which are involved in the creation, preparation and distribution of content via media such as books, newspapers, periodicals, teaching materials, audio and/or visual media, data carriers or online platforms. This also includes agencies and service providers for media trade and production, non-book suppliers, merchandisers and institutions or associations active in the areas of culture and education.

**2.2** Countries may organise collective national exhibitions, provided that these are compatible with the purpose of the Book Fair. In addition, the Organiser can present special exhibitions (e.g. "Best Designed Books", calendar exhibitions, etc.)

**2.3** Companies whose right to use their company name or substantial parts of the name is disputed by an established previous Exhibitor, may exhibit, provided that they can demonstrate their right to use the company name with a legally binding statement either issued by a court of law of the Federal Republic of Germany or whose enforcement has otherwise been officially authorised. This also applies to products and services exhibited at individual stands or as part of collective presentations.

**2.4** Companies may not exhibit if they are the subject of bankruptcy proceedings before a court of law. If any such proceedings are initiated following registration for the Fair, the Organiser is to be informed without delay.

## 3. Exhibits

**3.1** Only articles, products and services of the publishing trade and media industry may be exhibited at Frankfurter Buchmesse.

**3.2** Articles and products may only be exhibited which fulfil applicable legal requirements and which are not subject to the rights of third parties. **3.3** The Organiser does not apply any form of censorship.

**3.4** It is not permitted to exhibit any works which have been banned from production, distribution or import by a court of law in the Federal Republic of Germany, or similarly in a court of law abroad, provided this judgement has been declared enforceable in a court of law in the Federal Republic of Germany.

**3.5** It is not permitted to promote or advertise any such items that are excluded from the Fair.

**3.6** Publications that have been officially indexed as liable to corrupt the young must not be accessible to juveniles.

**3.7** Companies may only exhibit and promote their own products on their stands. If products of other companies are shown, these companies must be registered as co-exhibitors (see section 5).

**3.8** If requested, the Organisers will decide at their own discretion whether products or presentations may be permitted which do not appear to be directly related to the publishing or media industry (see section 3.1).

## 4. Contracts and stand allocation

**4.1** With the timely submission by the Exhibitor of the Organiser's registration form, completed in full, signed and delivered to the Organiser no later than 31 January 2018 (by post, by fax or as an e-mail attachment), the Exhibitor makes a binding commitment to the Organiser of their intention to participate in the event. An online registration sent via the password-secured area of the Organiser's website [www.book-fair.com](http://www.book-fair.com) is also regarded as a binding application.

**4.2** Provisional or unofficially submitted applications or mere reservation requests are invalid and will not be processed until a formal registration using the Organiser's official form is submitted by the stated deadline.

**4.3** Alterations or special provisions made by the Exhibitor on the registration forms or in connection with the same are null and void and will be disregarded.

**4.4** If, after having applied for registration, the Exhibitor receives a written or electronic (PDF) order confirmation or first invoice from the Organiser, this represents completion of the contract and official acceptance of the Exhibitor to participate at the event. The registration is only valid for the respective event and the registered company. Admission to the event does not yet equate to the allocation of a particular exhibition space.

**4.5** The allocation of the exhibition space by the Organiser cannot proceed until the registration deadline has expired and all applications have been assessed. The allocation of exhibition space depends on the available rooms, surfaces, Exhibitor needs, Organiser possibilities as well as according to thematic classifications, which the Organisers make at their own discretion. It does not depend on the order in which the registrations are received.

**4.6** The Exhibitor is not entitled to the same stand location as in the previous year or to a specific position, although the Exhibitor's wishes in terms of position, neighbouring stands, size and exhibition area will be taken into account wherever possible. The Exhibitor is responsible for any stand remodelling costs incurred due to relocation for whatever reason.

**4.7** A 4 sqm system stand designed to open onto a neighbouring stand will always be placed alongside another open 4 sqm system stand. No more than two open 4 sqm system stands can be placed alongside one another. These stands must be rented by two separate and unrelated companies and each company must hand in its registration individually. Each company is requested to name a partner for the neighbouring stand on their application form. If an Exhibitor chooses to rent an open 4 sqm stand and no registration has been received from a corresponding partner, the Organiser has the right to allocate any Exhibitor as a partner or to allocate a 4 sqm system stand with two side walls.

**4.8** Exhibitors who have rented several small exhibition spaces are not permitted to combine them and present them to the public as one stand. In this case, the Organiser has the right to charge the participating Exhibitors the rent of a larger exhibition space.

**4.9** If an Exhibitor is allocated an exhibition space that is different in size, measurement or type (e.g. row stand instead of corner stand) than indicated on their registration, or if their exhibition space is altered for an important reason, in this particular case the Exhibitor has the right to immediately withdraw from the contract in writing, but at the latest seven days after receiving such notification. A withdrawal in electronic form, by fax or e-mail is only effective if it is received in due time and is subsequently followed up in written form, without delay. Any claims to compensation due to being allocated an exhibition space different from that specified in their registration are invalid, irrespective of the legal basis. The Exhibitor shall accept the fact that upon commencement of the event the position of the other stands may have changed compared with what it was at the time of admission. Claims for compensation are excluded on both sides.

**4.10** If, in the case of section 4.9, a decrease or increase of the exhibition space or a change of stand type occurs (e.g. row stand instead of corner stand), and the Exhibitor does not choose to withdraw from the contract, they will be reimbursed or invoiced accordingly for the difference to the originally requested exhibition space. If the stand area is reduced due to the existence of a column, the Organiser reserves the right to refund an appropriate lump sum in deviation from the rule in section 4.10, sentence 1.

**4.11** The Organiser is entitled to refuse the Exhibitor admittance to the event if the requirements for admittance are not (or are no longer) fulfilled.

**4.12** Exhibitors who do not fulfil their financial obligations to the Organiser or have been late in payment can be excluded from the Fair even after admittance.

## **5. Collective stands, co-exhibitors, facilitators**

**5.1** Without prior approval of the Organiser, Exhibitors are not permitted to move, swap, divide or in any other way make the exhibition space allocated to them available to third parties for commercial use.

**5.2** An Exhibitor may let other companies exhibit at their stand. The stand rental fee must be covered by one Exhibitor (main Exhibitor). For an additional fee (see "Price list" in the Registration Set, p. 6), other

companies can be registered as co-exhibitors at the stand. It is essential that each co-exhibitor applies separately with the printed application form provided by the Organiser or completes an online application. If the application is performed by a third party, the stipulations in section 5.4 must be adhered to. Each registered co-exhibitor receives their own stand nameplate (system stand), an entry in Frankfurter Buchmesse Catalogues and an exhibitor pass.

**5.3** Affiliates, subsidiaries or other associated companies which have an independent name will be considered co-exhibitors.

**5.4** Another Exhibitor, service provider, facilitator, agency or comparable company (herein referred to as Representative), which registers an Exhibitor or co-exhibitor for the event, is assumed to be authorised to represent this third party. If the third party expressly revokes the Representative's authorisation to do so or behaves in a way that clearly denies that any such authorisation was granted, the Organiser is entitled to demand payment directly from the unauthorised Representative. A lack of authorisation will be assumed if the third party does not pay the first invoice placed by the Organiser, shortly after the first overdue notice has been sent. The Representative retains the right to prove their authorisation to represent the third party by submitting a clear document of authorisation. This proof must be provided to the Organiser without delay.

**5.5** If the Organiser first notices during stand set-up that more than one company will be exhibiting at a stand, without their being registered as co-exhibitor or collective exhibitor, the Organiser can request the registered Exhibitor to pay an surcharge of 25 per cent on top of the co-exhibitor fee. Payment is due immediately and may be requested to be paid while the event is ongoing. If the registered Exhibitor refuses to pay, the Organiser may exclude them from participating in future events.

## **6. Rental fees, additional expenses**

**6.1** For rental fees, please see the relevant "Price list" (Registration Set, page 6), which is an integral part of the stand rental contract. The fees named in the order confirmation are binding. The rental fee for empty exhibition space (for placement of a custom-built stand) includes: stand floor space as registered and the applicable number of free exhibitor passes according to stand size. When stand material provided by the Organiser is used, the rental fee includes: stand floor space as registered, stand material (see "Information on system stands"), standard carpet, stand nameplate and the applicable number of free exhibitor passes according to stand size. Every Exhibitor is required to pay the marketing fee (for further information see Registration Set page 5).

**6.2** Every Exhibitor with their own stand area is required to pay an environment and energy surcharge in accordance with the stand size (see "Price list" in the Registration Set, page 6). This surcharge includes: electricity connection up to 1 kW, electricity consumption, hall air conditioning, waste disposal and basic cleaning services.

**6.3** The Organiser reserves the right to increase or lower the environment and energy surcharge as well as the rental fees for all or individual types of stands if this is absolutely necessary for holding the event (e.g. due to increasing energy costs or decreasing registrations within certain stand categories). Any such increase, however, may not exceed 10 per cent.

**6.4** The Organiser offers a special price for "early bird" booking, provided the registration is received

by 30 November 2017 at the very latest. The granting of the special price can be withdrawn if the stand rental fee is not paid within the stipulated period. For a stand reservation made after the official registration closing date (31 January 2018), the Organiser reserves the right to levy a handling fee of 5 per cent on top of the standard fee.

**6.5** The stand rental fee remains payable if the Exhibitor is prevented for whatever reason from attending or sending exhibits to the Fair.

**6.6** Changes to the stand design or furnishing which are requested after the registration deadline are subject to extra payment, with a minimum extra charge of 125 euros (plus VAT at the applicable official rate). Changes can only be processed if notified prior to 8 September 2017. Insofar as they can be implemented, changes requested during the event are subject to an additional charge of 10 per cent on top of the costs incurred for the changes.

## **7. Terms of payment**

**7.1** Invoices for rental fees and other service charges are payable in full immediately upon receipt via money transfer to one of the following of the Organiser's accounts:

Frankfurter Sparkasse  
Account No.: 200 452 819  
(Sort Code: 500 502 01)  
SWIFT-Code/BIC: HEL AD EF 1822  
IBAN: DE73 5005 0201 0200 4528 19

Postbank Frankfurt am Main  
Account No.: 1021 601  
(Sort Code: 500 100 60)  
SWIFT-Code/BIC: PBNK DE FF  
IBAN: DE21 5001 0060 0001 0216 01

Commerzbank AG, Frankfurt am Main  
Account No.: 90 189 100  
(Sort Code: 500 800 00)  
SWIFT-Code/BIC: DRES DE FF XXX  
IBAN: DE96 5008 0000 0090 1891 00

Objections can only be considered if raised within three weeks of the date of invoice.

**7.2** After the registration is received, the Organiser will promptly send out an invoice for first instalment of 35 per cent of the amount payable. Co-exhibitor fees may be invoiced 100 per cent beforehand. The invoice for second instalment, amounting to 65 per cent of the amount payable, as well as stand location confirmation, will be issued when the stand allocation process is complete (expected by the end of June 2018). Additional billable sums incurred will be invoiced following the event, no later than 31 December 2018.

**7.3** If an Exhibitor is not based in Germany and would like an invoice without German VAT, they are obliged to send proof of their entrepreneurial status from along with their registration. Registration without proof of entrepreneurial status obliges the Organiser to add German VAT to the invoice total. Exhibitors based in EU member states (outside of Germany) only need to declare their VAT identification number (VAT Reg. No.) on the registration form. In the event of changes in their legal form or registered address, the Exhibitor is required, unprompted, to submit a new proof of entrepreneurial status or their VAT identification number to the Organiser.

**7.4** If an Exhibitor wishes to alter an invoice because their name, legal status or address have changed, a service fee of 50 euros (plus VAT) will be charged.

**7.5** If payment is delayed, the Exhibitor must pay default charges of 9 percentage points above the European Central Bank's basic interest rate. Enforcement of additional or higher compensation is not ruled out.

**7.6** If payment of the invoice is not received on time, the Organiser may reallocate the rented exhibition space, but the Exhibitor still remains liable for full payment. In the event of such reallocation, the regulation in section 8 applies.

**7.7** The Organiser has the right to invoice customers either by post or electronically (e.g. via e-mail or as a download on our website).

## **8. Withdrawal, cancellation**

**8.1** A cancellation of the registration is possible if submitted in written form before the official registration deadline (31 January 2018). To compensate for administrative expenses, a processing fee totalling 20 per cent of the stand rental fee (for package offers, 20 per cent of the flat-rate) will be due. To be considered valid, the Organiser must have received the written explanation of cancellation at the latest by the above-mentioned deadline. There is no deadline for the cancellation of co-exhibitor registrations. Nevertheless, a processing fee (to compensate for administrative expenses) of 20 per cent of the co-exhibitor's fee will be required for each co-exhibitor cancellation. The processing fee is subject to value added tax at the applicable official rate.

**8.2** Besides the possibility of cancelling as described in section 8.1, and other standard legal withdrawal rights, Exhibitors and co-exhibitors do not have the right to withdraw from or cancel the contract.

**8.3** If the Exhibitor cancels or withdraws from the contract, whether they have the right to do so or not, or otherwise communicates that they will not occupy the rented exhibition space, the Organiser is entitled to find another use for the entire rented space. If they no longer have the right to cancel or withdraw from the contract, the Exhibitor will still be obligated to pay the rental fee or, respectively, the package price. The Organiser must thereby calculate the value of the non-incurred expenses as well as any benefit gained from alternative use of the exhibition space. The Exhibitor's obligation to pay is not affected if, in order to avoid a gap between stands, the Organiser offers the exhibition space to a third party whose stand would otherwise have been placed at another location or if the Organiser rearranges the rented area so that it no longer appears to be an empty exhibition space.

**8.4** If the Organiser is able to successfully rent the exhibition space to a new Exhibitor, who could not be allocated another available exhibition space, the Exhibitor withdrawing from the contract must pay the Organiser a cancellation fee of 20 per cent of the arranged stand rental fee (plus the VAT owed at the time of the service). The Organiser thereby reserves the right to demand further compensation for administrative expenses.

**8.5** If the exhibition space is reduced in size, a proportionate rental fee and/or processing fee is due for the unused space in accordance with the parameters defined in sections 8.1, 8.3 and 8.4.

**8.6** Exhibitors are entitled to provide evidence showing that the Organiser has not been disadvantaged or not to the extent that would justify payment of the requested amount.

**8.7** The Organiser is entitled to rescind admittance or to reallocate exhibition space:

- if payments are not made in full, on time or in accordance with contractual terms, provided the Organiser has given the Exhibitor a deadline for payment, under threat of exclusion from the event, which the Exhibitor has let pass
- if the stand has not been occupied by the Exhibitor by the time the event opens and no indication of a later arrival is evident
- if the exhibition requirements are no longer fulfilled by the registered Exhibitor or if the Organiser later becomes aware of reasons which, had they been known before, would have justified a denial of admittance
- if safety regulations are violated and a resolution of the problem is not possible or the Exhibitor refuses to take according action.

In case admittance is rescinded, payment obligations on the part of the Exhibitor as defined in sections 8.1, 8.3 and 8.4 remain unaffected.

## **9. Force majeure, event cancellation**

**9.1** In certain cases, the Organiser is entitled to postpone, shorten, lengthen or cancel the event as well as provisionally or definitively close the event in part or in its entirety. These cases include force majeure or other compelling reasons for which the Organiser is not responsible, which necessitate these measures; they include natural catastrophes, war, strikes, terrorism, transportation blockages, blackouts and/or communication breakdowns. In these cases, the Exhibitor has no right to claim compensation for damages thereby incurred.

**9.2** If the event is cancelled due to one of the reasons listed in section 9.1, the Exhibitor is obligated to cover a reasonable share of the costs connected with the overall preparation for the event. The requested share will be calculated by the Organiser but limited to maximum 50 per cent of the arranged rental fee. The sum will be calculated based on all costs incurred by the Organiser up until the point of cancellation divided by the number of Exhibitors (taking into consideration the size of the respective exhibition space reserved).

**9.3** Force majeure that completely or partially hinders the Organiser or its service partners from fulfilling their obligations also absolves the Organiser from those obligations until the force majeure is removed. The Organiser will inform the Exhibitor of this without delay, assuming it is not further hindered in doing so by force majeure. Force majeure is understood to include the inability to ensure a sufficient supply of utilities such as electricity, or the occurrence of strikes, lockouts or interventions by higher authorities, assuming these occurrences are not just of short duration, nor caused by the Organiser.

## **10. Liability, indemnity, expiration of terms**

**10.1** The Exhibitor has a legal obligation to implement safety precautions to protect all individuals who enter the rented exhibition space. The safety regulations stipulated in the "Technical regulations" must be adhered to at all times. Federal law always applies with regard to the liability of the Exhibitor for any damages or loss caused by themselves, their contracted administration and implementation assistants or co-exhibitors. The Exhibitor will be liable for any loss or irreparable damage to items supplied on a rental basis, from the moment of receipt until they are returned/collected, being liable for the new

replacement value rather than reimbursement of the present value.

**10.2** The Exhibitor irrevocably releases the Organiser from any claims made by third parties with regards to the violation of laws or third party rights (particularly intellectual property rights, copyrights, image and name rights, brand and trademark rights, competition rights, personality rights) connected to the exhibition space of the Exhibitor including the Exhibitor's

activities, advertising, products and their intellectual contents. This release also applies to any penalty, court or legal expenses arising from such violations.

**10.3** A strict liability of the Organiser for damages due to pre-existing deficiencies in the rented space is excluded. If the Organiser violates essential contractual terms due to simple negligence, any liability for compensation is limited to the predictable, typical or expected average damages in relation to the scope of this contract. Compensation claims for damages due to breach of contract, which would not be considered breach of cardinal obligations or essential contractual terms, are excluded to the extent that they are not due to gross negligence or deliberate culpable action of the Organiser and/or the Organiser's contracted assistants. This limitation of liability does not include attributes clearly identified and acknowledged by both parties in advance or for damages or loss to life, body or health to the extent that liability is legally obligatory due to negligence or deliberate action.

**10.4** The Organiser is not liable for loss or theft of exhibited items, stand structures or stand furnishing. For an additional fee, the Exhibitor may hire professional stand guards which have been approved by the Organiser for such duties.

**10.5** Any claims the Exhibitor makes against the Organiser rising from the contractual terms as well as any other related demands must be communicated to the Organiser in written form within ten days after the event. If any faults or disturbances become evident during the course of the event, they must be communicated to the Organiser without delay. Otherwise, the assertion of any respective claim will be invalidated.

**10.6** The validity of the Exhibitor's claims expires after three months, unless the liability of the Organiser results from deliberate action. Legal limitation periods for misdemeanours, fraudulence or negligent impossibility are unaffected. The limitation period begins at the end of the month in which the last day of the event is held.

**10.7** To the extent that the Organiser's liability is limited, so too is the personal liability of the Organiser's staff members, employees, representatives and agents.

## **11. Transfer of claims, compensation**

**11.1** The Exhibitor is not entitled to transfer any pending claims against the Organiser to a third party.

**11.2** Any rights to retention or compensation from the Organiser may only be claimed by the Exhibitor if they have been legally determined, are not contested or have been accepted by the Organiser.

## **12. Catalogue**

**12.1** Every Exhibitor will be included in the online Catalogue. The inclusion in the online Catalogue is obligatory and included in the marketing fee. The Organiser will decide if there is to be a printed Catalogue published in addition to the online Catalogue. The Exhibitor is not entitled to demand the production of a print edition of the Catalogue. In the case of a print edition, the official editorial deadline of the Catalogue print edition is 30 June each year.

If a print edition is issued, the Exhibitor will receive a free copy.

**12.2** Affiliates, subsidiaries or other associated companies which are stated in the text must be registered as co-exhibitors (see section 5).

**12.3** For any claims against the Organiser and their contracted administration and implementation assistants due to false, incomplete or missing entries, sections 10.2 to 10.7 apply.

### **13. Stand nameplate and stand fittings for Exhibitors with system stands**

**13.1** Depending on stand size, one or two standard format signs are supplied by the Organiser as nameplates for the stand. Exhibitors with custom-built stand units must supply their own stand signs.

**13.2** Nameplate inscriptions must correspond to the Exhibitor's catalogue entry.

**13.3** Stand fittings and furnishings are subject to the "Technical regulations". In the event of failure to comply, the Organiser is entitled to order alterations at the Exhibitor's expense. If this is not possible or the Exhibitor refuses, the Organiser is entitled to close the stand altogether.

**13.4** Authorisation is always required for a stand exceeding 2.5 m in height. A separate fee will be charged for stands in excess of 4 m. No stands may exceed 5 m in height. Official authorisation is likewise required for all self-built stands. The "Technical regulations" apply.

### **14. Occupation of stands, set-up and dismantling**

**14.1** Exhibition halls are open from Sunday, 7 October 2018, 7.00 am for the set-up of stands. Earlier set-up requires the Organiser's authorisation in writing; it is only permitted for custom-built stands exceeding 40 sqm in size and is subject to a fee (see "Price list" in the Registration Set, page 6).

**14.2** Stands must be occupied at 8.00 pm on 9 October 2018 and be staffed every day from 9.00 am to 6.30 pm and until 5.30 pm on the last day of the event, Sunday 14 October 2018. Exhibitors must display their exhibits for the entire duration of the Fair.

**14.3** The Organiser has the right to reallocate stands that are not yet occupied at 8.00 pm on 14 October 2018. There is no entitlement to reimbursement of stand rental fees already paid. In the event of reallocation of the stand, section 8.4 applies.

**14.4** Delivery of packing materials, the packing away of exhibits and the clearing of stands is not permitted prior to the official end of the event. Dismantling is not permitted before 5.30 pm on 14 October 2017. Clearing and cleaning of the exhibition space must be completed by midnight on 15 October 2017. Exhibitors with system stands must ensure the bench cabinets are emptied of all contents on Sunday, 14 October 2017. On Monday, 15 October 2017 the cleaning staff will empty the bench cabinets and dispose of the remaining contents.

**14.5** If stands are cleared and vacated prior to the end of the event or not cleared by the prescribed deadline, the Organiser will impose a breach of contract penalty (compensation, which is not subject to VAT), which can be as high as 20 per cent of the rent owed. Furthermore, if the space is not cleared in time, the stand will be cleared and goods will be stored at the Exhibitor's expense for a maximum of four weeks. The Organiser accepts no responsibility for stand furniture

and fittings that have been left at the stand. After four weeks time, the Organiser is entitled to make other use of the stand furnishing and exhibits or, if this is not possible, to dispose of them. All such incurred costs will be at the Exhibitor's expense.

### **15. Sales**

In general, books may only be sold to the book trade at the Fair. At events, on the last day of the Fair or after special notification by the Organiser, books may be sold to the general public in compliance with fixed price regulations. At the Frankfurt Antiquarian Book Fair, antiquarian books that are not subject to fixed price regulations may be sold at any time during the Fair. All other kinds of sales beyond the ones described here are only permitted with explicit prior approval by the Organiser.

### **16. Exhibitor passes**

**16.1** A special pass is required for access to the Book Fair. This also applies on set-up and dismantling days.

**16.2** For the Exhibitor's employees engaged in the set-up and dismantling of the stand, as well as for other representatives and staff at the stand, the Exhibitor will be issued exhibitor passes and special set-up and dismantling passes, which should be attached to outer clothing in a visible position at all times when on the exhibition site. Normal exhibitor passes are also valid during set-up and dismantling.

**16.3** Passes for set-up and dismantling as well as exhibitor passes are issued free of charge for each stand, based on its size.

**16.4** A special charge will be levied for any exhibitor passes requested over and above this number. Additional set-up and dismantling passes are free of charge.

### **17. Security, insurance**

**17.1** General surveillance and patrols of the exhibition site and the halls are performed by a company contracted by the Organiser. However, the Organiser assumes no responsibility for damages or loss of exhibited goods, the exhibition stand or any objects or belongings of the people working at the stand.

**17.2** Guarding the stand and stand supervision during opening hours is generally the responsibility of the Exhibitor. This also applies during set-up and dismantling times.

**17.3** At night, all valuable and easily removable objects must be securely locked away by the Exhibitor. At their own expense, the Exhibitor may take advantage of the services provided by the security company working for the Organiser. It is recommended that all Exhibitors purchase exhibition insurance, covering any damage and as far as possible lost items, based on the new replacement value.

### **18. Advertising**

**18.1** Advertising, in any form, is only permitted within the Exhibitor's stand and on its inner surfaces; such advertising may only promote the Exhibitor's own company and the products or services they produce and sell.

**18.2** Presentations, optical, slowly moving and acoustic promotion features are permitted, provided these do not disturb neighbouring stands, do not lead to bottlenecks in the gangways and do not interfere with the Fair's own announcement system in the halls. The volume may not exceed 70 dB(A) at the outer edge of the stand. In the event of failure to comply with this ruling, the Organiser is entitled to intervene and, if appropriate, demand the cessation

of use. Permissions granted for the implementation of special advertising measures may be restricted or withdrawn in the interests of orderly operations of the Fair.

**18.3** If an Exhibitor plays music at their stand, they are responsible for securing the permission of the performance and for paying the GEMA fee.

**18.4** Outside the Exhibitor's own stand area, it is not permitted to undertake promotion activities either on or in front of the exhibition site. This includes the use of persons for publicity purposes, as well as the distribution or posting of advertising material such as leaflets, posters, stickers, etc., in hall gangways, on the exhibition site, in the immediate vicinity of the exhibition site or on car parks used for the Fair. It is also not permitted to carry out surveys, tests, competitions, raffles and prize games outside the Exhibitor's stand; the Organiser's own survey questionnaires are exempt from this rule. The Organiser may permit a limited number of the abovementioned promotional activities, but no implicit rights to permission exist. Such permission must be received in writing from the Organiser, and will incur additional charges.

**18.5** It is not permitted to hold receptions, lectures, press conferences, discussion events, etc. on the exhibition site without the written authorisation of the Organiser.

### **19. Cleaning, environmental protection**

**19.1** The Organiser is responsible for the general cleaning of the exhibition site and the gangways.

**19.2** Any cleaning above and beyond the basic daily cleaning is the responsibility of the exhibitor and must be completed prior to the daily opening of the Fair. If the Exhibitor assigns cleaning to a third party, they are expected to hire the cleaning company employed by the Organiser. If different cleaning staff are hired, they are only allowed to work one hour before and one hour after the daily opening hours of the event.

**19.3** In the interest of environmental protection and sustainable Fair operations, the Exhibitor is obligated to minimise the use of packaging and the production of waste as well as to make use of environmentally friendly and recyclable packaging, decorations and advertising materials. If a sorted waste removal system is in place, the Exhibitor is required to comply with the sorting system and to participate in the connected waste removal expenses in accordance with the costs-by-cause principle.

### **20. House rules**

**20.1** The exhibition grounds are a privately owned venue. The operator of the exhibition grounds is the Messe Frankfurt Venue GmbH. It holds authority over the exhibition grounds along with the Organiser. Therefore, exhibitors should refer to the House Rules on display within the exhibition grounds. In addition to the general House Rules, the Organiser is entitled to adopt event-specific house rules to provide secure proceedings and access to the event. The Exhibitor can request the current House Rules from the Organiser or view and download them at [www.book-fair.com](http://www.book-fair.com).

**20.2** The Exhibitor is subject to the house rules and ultimate authority of the Organiser and the operator for the entire duration of the Fair and on the entire exhibition site. The orders given by the Organiser's employees who prove their identity with an ID card are to be followed at all times.

**20.3** The organiser is entitled to close down an

exhibitor's stand without compensation at the exhibitor's cost if, after receiving a warning, the exhibitor fails to comply with the stipulations of the "Terms & Conditions" or "House Rules". In particularly serious cases, if there is a continued breach of contract despite warnings, or if contractual breaches that incurred warnings at previous Fairs are repeated, the Organiser may exclude the Exhibitor from future Fairs. This shall also apply if items are exhibited that are subject to court bans or if the Exhibitor or his employees have committed or encouraged punishable offences (such as theft or deliberate infringements of copyright).

**20.4** Rather than imposing exclusion, the Organiser may charge a penalty amounting to 50 per cent of the stand rental fee. Participation in future events can be made conditional upon payment of any such penalty.

## 21. Data privacy

**21.1** Personal information which the Exhibitor supplies to the Organiser as a part of the application and contractual process is stored in an automated process, in accordance with the Data Protection Directive of the European Union, the data protection regulations of the Federal Data Protection Act and Teleservices Act of the Federal Republic of Germany. The Organiser uses the company and personal information primarily:

- to complete business procedures with the Exhibitor
  - for event-related information to be sent by the Organiser or service providers working on behalf of the Organiser
  - as a source of business-related information before and after the event
  - for advertising by post
  - for transmission and up-dating of the exhibitor lists
- selected data is also passed to specific service providers
- for the creation of personalised tickets.

**21.2** Naturally, every Exhibitor has the right to request the Organiser, in written form or by e-mail, not to send them any further information about future events.

## 22. Written form, severability clause

Any and all claims made by the Exhibitor on the basis of the contract as well as of non-contract nature must be submitted to the Organiser in writing. The written requirement is considered fulfilled if the respective declaration is transmitted in electronic form by fax or e-mail, and confirmed by the recipient. If individual clauses in the registration documents, participation conditions or the "Technical regulations" are or become invalid, this does not affect the validity of the rest of the contract. In this case the invalid regulation must be interpreted or amended in such a way that the original intention be met as closely as possible.

## 23. Applicable law, court of contractual fulfilment, court and law of jurisdiction

**23.1** For interpretation of the contract and participation conditions, the German text takes precedence in the case of a dispute.

**23.2** For the entire legal relationship between the Organiser and Exhibitor, only the laws of the Federal Republic of Germany apply. The terms of the CISG (United Nations Convention on Contracts for the International Sale of Goods) are expressly excluded.

**23.3** The place of contractual fulfilment and exclusive court of jurisdiction for both parties is Frankfurt am Main, Germany, provided the Exhibitor is a business entity, corporate body under public law, represents fund assets subject to public law, does not otherwise have a place of jurisdiction in Germany, or has taken

up residency or place of residence abroad or at an unknown location. The Organiser nevertheless reserves the right also to take legal action at the Exhibitor's general place of jurisdiction.

## II. Technical regulations

The safety regulations stipulated in the "Technical regulations" must be adhered to at all times. Please refer to [www.book-fair.com/technical-regulations](http://www.book-fair.com/technical-regulations).

## III. Terms and conditions for additional services for system stands and customised "Individual & Unique" system stands

The present terms and conditions supplement the contractual provisions of section I, for Exhibitors who order additional services from the Organiser (Frankfurter Buchmesse GmbH) for system stands and customised "Individual & Unique" system stands.

### 1. Conclusion of the contract

**1.1** Offers by the Organiser to perform additional services for system stands and customised "Individual & Unique" system stands are always non-binding.

**1.2** Contracts for the performance of additional services are concluded on the condition precedent that the Exhibitor is accepted as a participant at Frankfurter Buchmesse.

**1.3** Orders for additional services for system stands must always be submitted using the available registration documents for Frankfurter Buchmesse.

**1.4** At variance from section 1.3, for customised Fair presentations (defined as additional services for system stands of 12 sqm or more: "Individual & Unique") the Organiser will send the Exhibitor an offer in the form of a quotation. In such cases the contractual agreement to provide the additional services only comes into effect once the quotation has been signed and returned to the Organiser, by post, by fax or as an e-mail attachment.

### 2. Order deadlines

Any orders for "Elements & Extras" after 31 August 2018 are possible with a special agreement, but implementation can only be guaranteed after confirming availability. The order deadline for an "Individual & Unique" package is 15 July 2018. Orders placed at a later date are possible, but a guarantee cannot be provided until after a review of availability and feasibility. "Individual & Unique" package orders must be placed prior to 1 August 2018.

### 3. Cancellation policies

An order for products from "Elements & Extras" may be cancelled before 10 September 2018 for a processing fee of 65 euros. From 11 September 2018 on the cancellation fee is the full price of the ordered goods/services. An order for an "Individual & Unique" stand can be cancelled on or before 1 September 2018 for a processing fee of 65 euros plus any outstanding costs for design work, services, production and/or graphic work rendered prior to cancellation. As from 2 September 2018, 100 per cent of the price will be charged as a cancellation fee.

### 4. Object and scope of the services

**4.1** The Organiser is entitled to use its contractually bound service partners (third parties) for the execution of all the offered services (practical work, services, rental of equipment and furnishings). Even if they were just a component of an offer, completed drawings and plans always remain the intellectual property of the Organiser and its contractually bound service partner. They may not thereafter be used without the permissi-

on of the Organiser and that service partner.

**4.2** The Organiser reserves the right to make technical changes to the details contained in brochures or proposals, if these represent improvements in equipment and materials. Minor changes in the size, shape and colour of equipment and furnishings are also admissible. Dimensions, drawings and suchlike are assumed to be approximate only, even when included as part of an offer or a contract confirmation. Such details are only accepted as binding when they are explicitly described as binding in the contract confirmation or offer.

**4.3** If no other deadline for the fulfilment of the service is agreed in writing with the Exhibitor, stand assembly services will be completed at the latest by 6.00 pm on the final day of stand assembly. If no other location has been agreed, the location for performance of the service will be the exhibition space at Frankfurter Buchmesse, as rented by the Exhibitor from the Organiser.

**4.4** Items custom-made for the Exhibitor (e.g. illustrated screens and panels, banners, etc.) will not be stored following the event and will be disposed of when the Fair ends.

### 5. Acceptance and notification of defects

**5.1** It is incumbent on the Exhibitor to approve the proper condition and completeness of the services provided by the Organiser, when the handover takes place.

**5.2** For the purpose of the handover, the Exhibitor is obliged to deploy staff at the stand at the agreed time of completion of the service, and if this time has not been agreed, then on the final day of stand assembly. If the exhibition space is not staffed, then the service in question will be considered fulfilled once the equipment and furnishings to be delivered have been deposited at the exhibition space. From this moment onward, the Exhibitor will bear the risk for any damage or losses arising. It is recommended that the Exhibitor employs a security guard for the stand if he/she is unable to ensure adequate supervision of the stand with his/her own staff during the assembly and disassembly phases.

**5.3** The Organiser and the service partners assigned by the Organiser are not obliged to verify the identity of people arriving at the Exhibitor's stand during the delivery of equipment and furnishing.

**5.4** If the Exhibitor identifies any deficiencies or damage, these must be recorded in writing and notified to the Organiser in writing without delay. The Exhibitor and the Organiser may request the preparation of a handover protocol, in which any deficiencies or damage must be recorded. The service partners of the Organiser are authorised to prepare and countersign protocols of handover and acceptance in the name of the Organiser. The release of technical equipment normally takes place with the presentation of a delivery note.

**5.5** The services are deemed to be fulfilled in accordance with the contract if the Exhibitor does not immediately, and no later than at the first use of specific items, draw attention to any clearly apparent defects, giving reasons in writing. Hidden defects identified at a later date must also be notified to the Organiser in writing immediately, as soon as they become apparent.

**5.6** For substantiated defects, the Organiser will act without delay to make good the deficiency. In the case of deliverable goods, at the discretion of the Organiser, problems may either be remedied (e.g. through repair) or a replacement item may be delivered.

## **6. Condition and treatment of rented items**

**6.1** All items of equipment, furnishings and stand components of the Organiser supplied as part of the service provision, including the packaging and instructions for use, are provided to the Exhibitor on a rental basis only. Rented items are generally used on many occasions and therefore do not have to be supplied as new. Typical signs of wear and tear deriving from the use of equipment and furnishings as rented items do not constitute grounds for complaint.

**6.2** All rented items are the property of the Organiser or its service partners and must be treated with due care by the Exhibitor. Any signage, markings and serial numbers of the manufacturer or rental company, and other such markings must be left unaltered on a rented item. The removal of such distinguishing marks constitutes damage to the rented item, even if the function of the item remains unimpaired.

**6.3** The rented items are provided to the customer to use according to the contract, for the agreed purpose only, and for the duration of the event, unless a different period of use has been agreed. It is not permitted to use the items for other purposes during the rental period.

**6.4** It is not permitted for the Exhibitor to sub-rent the rented items to third parties. The Exhibitor is obliged to keep the rented items in his/her immediate possession and only to use them on the exhibition area where they have been provided by the Organiser.

**6.5** The Exhibitor is obliged to allow the Organiser and its service partners to see and check rented items at any time.

**6.6** The Exhibitor must handle the rented items with due care and attention, must observe all the obligations tied to the possession, use and receipt of the rented items, and must follow the instructions manuals and recommendations for use.

**6.7** If rented items are confiscated or distrained by third parties (customs officials or bailiffs) the Organiser must be informed immediately and given a duplicate copy of the confiscation/detention protocol.

**6.8** If rented items are not released punctually to be dismantled or collected at the contractually agreed time, the Organiser is entitled to demand additional payment equal to the agreed rental rate, for the length of time the items are withheld. This does not affect further claims for damages.

**6.9** The early return of rented items does not cause the end of the rental contract. Any additional costs arising from an early return must be borne by the Exhibitor.

## **7. Internet connections**

The Exhibitor must order internet connections directly from an official exhibition service provider. We recommend a wired internet connection, to ensure continuous internet access without disturbances. The internet cables should be ordered from the service provider so that they are installed on the ground near the screens and desks.

## **8. Additional agreements for "Elements & Extras"**

### **8.1 Stand completion**

The handover takes place at the latest during the last set-up day. Damages and other comments are to be reported as soon as possible to the Frankfurter Buchmesse GmbH, Exhibitor Service, Hall 4.C. The dismantling takes place on the last Fair day, after the end of the event.

## **9. Additional agreements for "Individual & Unique"**

### **9.1 Alteration fees**

One change of plans is included in the offer price. If the Exhibitor requests additional changes, the Organiser

reserves the right to charge an alteration fee, depending on the nature of the changes.

## **9.2 The Exhibitor's own stand and decorative elements**

Freestanding elements at the stand (e.g. decorations) as well as media technology are subject to approval within the context of the "Individual & Unique" package. If you plan to bring anything with you, please submit corresponding documents for inspection, along with your registration. If the Organiser declares the freestanding elements inadmissible (e.g. for structural reasons), you will be informed accordingly. In this case, your "Individual & Unique" package cannot be fulfilled by the Organiser. Alternatively, if you agree not to implement your unapproved freestanding elements or media technology, your "Individual & Unique" package will be able to be carried out as planned.

### **9.3 Handover**

Use of the stand by the Exhibitor may only begin after the stand handover by the Organiser's designated project manager. The stand handover takes place at the earliest on Monday, or at the latest on Tuesday before the Fair begins, according to a previous agreement between the Organiser's designated project manager and the Exhibitor. The Exhibitor can only begin decorating the stand after this time. If a handover cannot take place by Tuesday at the latest, the stand is considered approved. After this time, the Exhibitor also bears the risk of potential damages or loss.

## **10. Final provision**

The validity of the contractual provisions contained in section I remains otherwise unaffected.