

Special Conditions for Participation in the trade fair GaLaBau 2022

1. Venue, duration, opening hours

Venue: Exhibition Center Nuremberg
Duration: Wed 14 – Sat 17 September 2022
Opening hours: Wed 14 – Fri 16 September 2022 9:00 – 18:00 daily
Sat 17 September 2022 9:00 – 16:00

2. Sponsor

BGL Bundesverband Garten-, Landschafts- und Sportplatzbau e.V.
Alexander-von-Humboldt-Straße 4, 53604 Bad Honnef, Germany

3. Organizer

NürnbergMesse GmbH
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CEOs: Dr. Roland Fleck, Peter Ottmann
Registration Number HRB 761 Nürnberg
Chairman of the Supervisory Board: Marcus König
Lord Mayor of the City of Nürnberg

4. Contractual terms

The terms for participation in the Trade Fair GaLaBau 2022 are the Special and General Conditions for Participation in Fairs and Exhibitions (including supplementary agreement), the NürnbergMesse site regulations, the organizational (e.g. exhibitor information), technical (e.g. Online ExhibitorShop) and other conditions notified to the exhibitor before the exhibition begins.
If NürnbergMesse provides additional exhibition services through a ServicePartner in response to a separate order, the general terms and conditions of item 5 of the Service Handbook prevail.

5. Admission/Stand space confirmation

Item 2 of the General Conditions for Participation in Fairs and Exhibitions is supplemented as follows: If the exhibitor requests a stand position other than stated in the stand space confirmation, a processing fee of EUR 350 could be charged.

The exhibitor agrees to pay a processing fee of EUR 250 if the order for stand space is cancelled prior to receipt of the stand confirmation.

Cancellation after receipt of the stand space confirmation (= admission) is governed by item 7 of the General Conditions for Participation in Fairs and Exhibitions.

6. Exhibitors and approved exhibition goods

Admissible as exhibitors are: manufacturers, importers, wholesalers, representatives and publishers, domestic and foreign, offering only those products and services that can be assigned to the product groups provided. All exhibition goods must be described in detail in the application. Products (copies, counterfeits, etc.) that violate the regulations for the protection of industrial property rights in Germany are not admitted.

7. Rental in exhibition halls

per m² (or part thereof) stand space

EUR 184	In-line stand	(1 side open)
EUR 195	Corner stand	(2 sides open)
EUR 207	Peninsula stand	(3 sides open)
EUR 217	Island stand	(4 sides open)

Early booking discount: EUR 10/m² reduction for complete applications received by the organizer by 30 September 2021.

Minimum stand space is 12 m².

The type of stand allocated depends on planning; an entitlement to a certain type of stand does not exist.

Rental includes:

- Hire of the stand space during assembly, exhibition and dismantling.
- General guarding of the exhibition halls. General lighting of the exhibition halls. General cleaning of the passageways.

An administrative fee of EUR 0.60 per m² of stand space in exhibition halls will be charged and remitted to the AUMA (Association of the German Trade Fair Industry). The waste disposal service includes the professional removal and recycling of any waste generated at the stand during assembly and dismantling as well as for the entire duration of the trade fair. The flat fee for this is EUR 3.50/m² and is charged up to a maximum area of 500 m². The disposal of production waste accumulated during the event, entire stand elements or complete exhibition stands must be ordered separately. It is strictly forbidden to bring any waste with you, any violation will be charged to the exhibitor. We reserve the right to take further measures. Waste is disposed of in accordance with the Technical Regulations.

8. Complete rental stand

All charges of complete rental stands are calculated per m² of stand space (rounded up to nearest full m²), in addition to rental charge for stand space in exhibition halls (see item 7). All pictures are exemplary pictures.

Rental includes:

- Hire of complete stand: One of the ten models of stand available can be selected on the enclosed order form "Complete rental stands".

You will find further models at www.standconfigurator.com.

The organizer is responsible for assembling and dismantling the complete rental stand.

The complete rental stand and its fittings must not be pasted over, nailed, painted or damaged in any way. The exhibitor is liable for damage done during the rental period and will be charged with the costs.

The basic type of complete rental stand can be fitted out additionally in the same system at extra cost.

Respective orders can be carried out in the Online ExhibitorShop.

9. Demonstration areas

Outdoor demonstration areas are provided by the organizer, although a legal entitlement to such an area does not exist. Demonstration areas can only be allocated to exhibitors who have rented a minimum hall stand area of 50 m². The size of area allocated is also governed by the type of exhibits and limited to a maximum of 200 m². An entitlement to a particular size of demonstration area does not exist.

Demonstration areas are not exhibition areas. The setting up of mobile or static accommodation is therefore not permitted.

The flat-rate charge for the participation is EUR 1,400 per demonstration area.

10. Payment conditions

Exhibitors may be charged an advance payment of 25% of the expected stand space rental on **confirmation of the application**. The full stand space rental less the advance payment will be charged to exhibitors on **confirmation of the stand space**. The advance payment will be reimbursed in case of non-confirmation of the stand.

Any payments are due by the date shown on the respective invoice. Invoices are payable in full. All payments are to be made in EURO without charges, quoting invoice number.

If the exhibitor enters a different invoice address on the application form, he authorizes the stated person/company to receive the invoice and other payment requests. This does not exempt the exhibitor from his obligation to pay.

For subsequent changes to the invoice for which the exhibitor is responsible, NürnbergMesse may charge a processing fee of EUR 50.

An entitlement to occupy the allocated stand space exists only after payment of invoices in full. The exhibitor is to provide proof of payment.

The exhibitor agrees to transmission of invoices by the organizer via e-mail (electronic billing). If the exhibitor does not wish to use electronic billing, he or she can object in writing or in text form.

11. Insurance

Exhibitors are obliged to make their own adequate insurance arrangements.

Insurance for exhibitors (transport and duration of event) is advisable and can be arranged through a collective insurance contract taken out by the organizer.

12. Assembly and dismantling, passes

Assembly: Fri 9 – Tue 13 September 2022 7:00 – 19:00 daily
Exhibition stands for which assembly has not commenced by 15:00 on Tuesday, 13 September 2022, will be decorated by the organizer, if they cannot be otherwise disposed of. Costs incurred will be charged to the exhibitor.

Dismantling: Sat 17 September 2022 16:00 – 22:00

Sun 18 – Tue 20 September 2022 7:00 – 19:00 daily

Access to the halls during assembly and dismantling times is only permitted on display of special passes, which are not valid during the exhibition.

13. Stand design

The exhibitor is responsible for stand equipment and decoration.

The overriding principle for the design of all exhibition stands is transparency. All open sides of the stand have to be freely accessible.

This means that **at least 50 %** of the respective aisle side **must not be obstructed with structures.**

The minimum height is 2.50 m.

The backs of stand partition walls, advertising carriers or other design elements facing neighboring stands and exceeding a height of 2.50 m must be white, in a clean and tidy condition and must not contain any text or graphics.

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(Continued)

For stands exceeding a **total area of 400 m²**, 3 copies of the plans must be submitted for a technical inspection of the stand.

If the rental exhibition stand is not used, a fascia (0.30 m high) must be fitted on all open sides of the exhibition stand. The fascia is not required, if the necessary stand appearance is provided in some other way.

The exhibition organizer reserves the right to give further instructions concerning the design of stands.

Only water-soluble adhesive may be used on the fiber board stand partition walls and these may not be painted unless they have first been covered with wallpaper. After the exhibition, wallpaper or other finishing material must be removed by the exhibitors, otherwise exhibitors will be charged with the costs.

All other stand partition walls, floors, hall walls, pillars, installations, fire-fighting equipment and other permanent hall fixtures must not be pasted over, nailed, painted or damaged in any way.

The exhibitor is liable for damage done and will be charged with the costs. Pillars, installations and fire-fighting equipment within the stand are part of the allotted stand space and must be accessible at all times.

Floor coverings in the stands are only to be fixed with double-sided adhesive tape (following tapes are to be used: tesafix no. 4964).

The exhibitor agrees to comply with these conditions. Non-compliance may result in claims for damages by the organizer or the neighboring exhibitors affected.

14. Exhibitor passes

Each exhibitor will be given free passes according to stand size for his exhibition stand and operating personnel. 3 passes will be issued for up to 10 m² stand space, plus 1 pass for each further full 10 m², up to a maximum of 10 free passes. These tickets are valid during duration and also during assembling and dismantling time. Any additional exhibitor passes needed can be purchased for entitled persons at a price of EUR 20 each including VAT at the statutory rate.

15. Marketing services for exhibitors (= direct exhibitors)

The organizer provides each exhibitor with marketing services containing the following services:

- Display of the exhibitor's **press releases** in the press center
- Entry of exhibitor's company name and stand number in the **exhibition guide** (issued free to all visitors).
- **Advertising material** (upon request)
 - Digital flyers (in addition to voucher codes for visitor invitations)
 - Poster GaLaBau 2022 digital for download
- **Voucher codes for free 1-day ticket for your customers.**

Only voucher codes actually exchanged by visitors for entrance tickets are charged to the exhibitor at EUR 13 each. Redeemed voucher codes will be charged to the direct exhibitor up to a maximum amount correspondent to the booked and confirmed stand space (in square meter).
- The organizer provides each exhibitor with an **Internet entry** on the exhibition website until stand confirmation is sent for the next event. This contains the following services.

The exhibitor is solely responsible for the information and other materials provided by him for the exhibition directories, in particular images. He shall indemnify the organizer against all claims by third parties asserted in relation to the materials sent.

 - Entry of **company name, address, hidden e-mail address and logo**
 - Presentation of **5 products or services** with one photo, one film and one text of maximum 4,000 characters for each product or service.
 - Possibility of marking 5 products or services as **new products**
 - **Company profile** (maximum 4,000 characters)
 - Unlimited assignment to **product groups** (list of products)
 - **Link** from the exhibition website to the exhibitor's website – the exhibitor connects a **return link**
 - Entry of company name and stand number in the **online floor plans**
 - Possibility of continuously **updating** the Internet entry
 - All-year-round **support** by the Internet editing team

The exhibitor also receives the following advertising aids:

- **Online banner** (with exhibitor's stand number)
- **1 company specific voucher code** for e-mail oder mass mailings.
- **Voucher monitoring:** Reporting of redeemed voucher codes, pre-registered visitors and no-shows before, during and after the exhibition.

The exhibitor agrees to purchase the marketing services at a price of EUR 630. This will be charged together with the stand rental. No reduction in price can be granted if only parts of the package are used.

16. Co-exhibitors

Co-exhibitors are companies who appear on the exhibitor's (= direct exhibitor's) stand and present their own products with their own personnel. Their independence must also be recognizable without physical separation. Co-exhibitors are only admissible if they fulfill the conditions for participation in the event and the information requested on the application form for co-exhibitors has been entered in full.

17. Marketing services for co-exhibitors

The organizer provides each co-exhibitor with marketing services.

- See item 15 for services provided

The exhibitor agrees to pay a participation fee and to purchase the marketing services at a total price of EUR 700 for each co-exhibitor registered by him. This will be charged together with the stand rental or at a later date. No reduction in price can be granted if only parts of the package are used.

18. Entry in the exhibitor and product database at www.galabau-messe.com

The entry is made by sending in the completed forms A and B. The data stated are published only in the exhibitor and product database at www.galabau-messe.com.

Forms A and B are part of the order for a stand space on form A "Application". Entries in these lists are only possible for exhibitors.

The exhibitor is responsible for the content of the entry in the exhibitor and product database at www.galabau-messe.com and for any damages arising out of such content. He is also responsible for the legal admissibility of the text documents provided for insertion. The exhibitor and product database at www.galabau-messe.com is subject to the legal notices published by the exhibitor and product database regarding copyrights, trademark rights, liability/guarantee, links, deep links and frames. The exhibitor and product database at www.galabau-messe.com is published only by NürnbergMesse.

NürnbergMesse and its subcontractors receive and check the entry in the exhibitor and product database at www.galabau-messe.com with the customary amount of care, but shall not be liable if misled or deceived by the customer. NürnbergMesse and its subcontractors are only liable for accidental omissions, printing errors, faulty workmanship of any kind, etc. if such defects can be proved to have been caused by intent or gross negligence. The exhibitor must assert claims against the publisher for any defects apparent by not later than two weeks after the start of the exhibition. Exhibitor claims for defects and/or damages expire by statutory limitation after a period of one year. The periods of statutory limitation are based on legal regulations.

19. Exhibition priority

An application for exhibition priority for this event has been submitted to the Federal Ministry of Justice. The priority certificate protects certain patent rights until submission of an application to a patent office in Germany or abroad.

20. Hygiene concept, no right of rescission when entry restrictions are tightened

- All event participants must fulfil the relevant requirements of the valid hygiene concept for the event. NürnbergMesse determines the content of the hygiene concept at its reasonable discretion with due regard to the statutory and regulatory requirements and the interests of the event participants. The hygiene concept may be changed depending on the pandemic situation and the statutory/regulatory requirements. The currently applicable statutory/regulatory requirements, the currently valid framework hygiene concept for trade fairs and exhibitions, and information on the individual hygiene concept for the specific event can be found on the event website.

- Pandemic-related entry restrictions, i.e., the conditions under which persons may participate in the event (e.g., only persons who have been vaccinated or have recovered from the virus or have been tested), are based on the regulatory and statutory requirements in effect at the time of the event. Even if these entry restrictions change after the registration of the exhibitor, and particularly if they are tightened, the exhibitor will not be entitled to rescind the contract and will not be released from the obligation to pay the stand rent and fees for services. The cancellation option according to items 7 and 9 of the General Terms and Conditions of Participation in Trade Fairs and Exhibitions remains unaffected.

21. Exhibitor claims, written form, place of fulfillment, jurisdiction

All exhibitor claims against the organizer must be made in writing. The statutory period of limitation begins on the last day of the exhibition. Agreements that deviate from these or supplementary terms must be in writing.

German law and the German text shall prevail.

Place of fulfillment and jurisdiction is Nürnberg. However, the organizer reserves the right to bring his claims before the court of the place at which the exhibitor has his place of business.