

# General Terms of Participation HAMBURG ancora YACHTFESTIVAL Revision 04.2020

## 1. Basis of contract and supplementary provisions

1.1 The present General Terms of Participation shall be applicable for the Hamburg ancora Yachtfestival on the area of the ancora Marina GmbH & Co. KG (hereinafter called ancora) in Neustadt / Holstein and the surrounding open-air spaces (forecourts, etc.) and car parks.

1.2 The organiser is  
Hamburg Messe und Congress GmbH  
Postfach 30 24 80  
20308 Hamburg, Germany  
Venue address:  
Messeplatz 1  
20357 Hamburg, Germany  
– hereinafter called HMC –

Commercial Reg. No.: HRB 12054  
at Hamburg Local Court  
VAT Reg. No.: DE811214125  
Tel.: +49 (0) 40 35 69 - 0  
Fax: +49 (0) 40 35 69 - 22 03  
Website: <http://www.hamburg-messe.de>  
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1.3 The present General Terms of Participation shall be applicable in addition to the Specific Terms of Participation (BTB) and the Technical Regulations, and the ancora berthing rules. The provisions in the Specific Terms of Participation (BTB) shall take precedence over the present General Terms of Participation.

## 2. Application

2.1 Acceptance for participation as Exhibitor at an event shall be subject to valid and timely application. Such application can be made in analogue form by submission of the completely filled-in and signed registration form, or digitally (online) at [www.yachtfestival.de](http://www.yachtfestival.de) by electronic submission of the application form. Online application shall be valid even without signature, by sending from the online portal.

2.2 Submission of the application form does not establish a right to acceptance, or to a specific size and position of the exhibition space and / or the berth. Any conditions or reservations made for an application shall be disregarded. No request for exclusion of competitors shall be granted.

Return of the completed and signed application form to HMC or online application shall be regarded as an offer to conclude a contract, and shall become valid only on acceptance by HMC. Any application shall be binding on the Exhibitor from the time of its submission until notification of acceptance or non-acceptance, notwithstanding Item 8.1.

2.3 The application shall constitute recognition by the Exhibitor of all contract terms set out in Art. 1.3. The Exhibitor shall correspondingly inform and instruct all persons employed by him at the event, any co-exhibitors for which he makes application, and any additionally represented companies, and any other persons employed by him for fulfilment of contract.

2.4 If companies exhibit via their General Representatives or Country Representatives, submission of application simultaneously constitutes a declaration that the applying General or Country Representative is entitled to hire a stand and / or berth on behalf of the company, and to advertise for its products or services.

2.5 The personal data of the Exhibitor shall be processed by HMC (if applicable with the assistance of service providers) for the purpose of fulfilling the contract. HMC may in addition use such data for purposes of customer service, in particular in order to provide the Exhibitor via e-mail with event-specific information on the events attended by him. This shall be effected strictly in compliance with the data protection legislation applicable at the time in question. The Exhibitor has a right to information, correction, deletion or blocking of his personal data.

If he requests HMC to delete his personal data stored by HMC, HMC shall fulfil such request without delay, provided that such deletion is not contrary to HMC's duties to keep/retain documentation. Exhibitor may at any time object to use of his data for the above purposes, or withdraw any consent given ([datenschutz@hamburg-messe.de](mailto:datenschutz@hamburg-messe.de)).

Further information on data privacy is available at: <http://hamburg-messe.de/datenschutz>. The Data Privacy Officer of HMC can likewise be contacted via the above link.

## 3. Acceptance, placement

3.1 Manufacturers and companies may be accepted as exhibitors provided that the products and services they intend to exhibit are in accordance with the product sections of the show/exhibition; the same shall apply to trade publishers with appropriate thematic content. Other companies may be accepted by HMC for participation where their exhibits constitute an essential complement to the range of products and services.

3.2 The Exhibitor undertakes to give HMC all necessary information on his company and the products exhibited by him. The Exhibitor declares that the exhibits announced by him are within his unrestricted right of disposition and that he has any required official approvals or permits for their operation/sale.

3.3 The contract between HMC and the Exhibitor shall enter into force on acceptance. Acceptance shall be subject to the decision of HMC following due consideration, taking account of the purpose of the event and the capacity available. There shall be no legal right to acceptance if HMC has outstanding receivables payable by the Exhibitor.

HMC shall be entitled to rescind the contract and to receive compensation for damages if acceptance was granted on the basis of false conditions or assertions, or if the conditions for acceptance subsequently lose their validity, or if the Exhibitor is in default with payments at the time of declaration of rescission.

3.4 HMC is entitled to impose a restriction on the exhibition objects announced, or to make a change in the space and / or the berth applied for. Acceptance shall apply only to the announced exhibition objects, the exhibitors specified in the acceptance, and the (berth-) space indicated in the acceptance. It shall not be permissible to exhibit objects other than those announced and accepted.

3.5 If the Exhibitor has applied for a specific space and / or specific berth in the application, and if said space can be allocated to him, he shall receive corresponding acceptance in due time before the beginning of the show/exhibition.

3.6 If it is not possible to allocate the requested space and / or requested berth, or if the Exhibitor has not applied for a specific space and / or specific berth, HMC shall submit a placement proposal to the Exhibitor. The Exhibitor can then reject such placement proposal within the timeframe specified there, in text form as a minimum (e.g. letter, fax, e-mail).

If he does not reject the placement proposal, his silence shall be deemed to be acceptance of the placement proposal. Exhibitor shall then receive acceptance in written form, on the basis of the placement proposal.

HMC shall specifically point out to the Exhibitor on sending the placement proposal that silence means acceptance of the placement proposal.

3.7 Placement shall be made by HMC taking due account of the subject and structure of the respective event, and the spaces / berths available. Requests for specific space and / or berths shall be taken into account as far as possible.

HMC shall be entitled to change the size, shape and position of the space and / or berth allocated, where there is good reason for doing so, and provided that this may reasonably be considered acceptable for the Exhibitor. If such change becomes necessary, HMC shall without delay inform the Exhibitor, and shall allocate to the Exhibitor an equivalent space and / or berth elsewhere if possible.

Neither side shall be entitled to raise claims for damages. The Exhibitor has to accept the fact that at the beginning of the show/exhibition the position of the other spaces or berths may have changed compared with at the time of acceptance; he cannot raise claims from such change.

## 4. Non-permissible transfer of space or the berth; co-exhibitors

4.1 It shall not be permissible without the consent of HMC to exchange the allocated space and / or berth with another Exhibitor, or to transfer or sublet a space and / or berth in whole or in part to a third party.

# General Terms of Participation HAMBURG ancora YACHTFESTIVAL Revision 04.2020

In the event of infringement, HMC shall be entitled to terminate the contract for good cause pursuant to Art. 20 below, with immediate effect. If a number of Exhibitors jointly rent a stand space and / or berth, they shall be jointly and severally liable.

- 4.2 The Exhibitor may take on co-exhibitors and/or additionally represented companies, subject to prior consent of HMC. Co exhibitors are any companies which are represented on the stand or on the berth with their own staff, apart from those of the Exhibitor. They shall still be considered as Co-exhibitors where they have close business or organisational relations with the Exhibitor.  
Additionally represented companies are all companies which are represented by their own products, apart from the Exhibitor, but without their own staff. All companies must be indicated by the Exhibitor when submitting the application. Companies not specified when submitting the application shall not be permitted to exhibit at the Exhibitor's stand and / or berth.
- 4.3 A registration fee shall be charge for each co-exhibitor participating (see BTB); such participation fee shall be charged together with the statutory VAT.
- 4.4 Co-exhibitors shall be included in the event publications provided by HMC (see Art. 4.1), on payment of the corresponding charge, and may place advertisements in the directory of products.
- 4.5 In all cases the main exhibitor admitted to the event shall be liable for the co-exhibitors' and co-represented companies' compliance with the Exhibitor's obligations.

## 5. Charges; service fees

- 5.1 The charge for participation shall be calculated from the net prices set out in the application form, either per berth, or per trailer space or per square metre multiplied by the total number of square metres occupied (without deduction of pillars or other permanent installations). The minimum size for a stand space and / or berth is indicated in the BTB. Each square metre or part of a square metre shall be charged as a full square metre, whereby the stand space shall be charged on the basis of rectangular equivalent regardless of the shape of the stand.
- 5.2 An additional charge shall be made for AUMA (the Association of the German Trade Fair Industry), Ausstellungs- und Messeausschuss der Deutschen Wirtschaft e.V. (AUMA), Littenstrasse 9, 10179 Berlin, amounting to €0.60 net per square metre.
- 5.3 Apart from the charges listed above, a service charge (see BTB) on a lump-sum basis may be made for supplementary costs (e.g. technical service, advertising materials).
- 5.4 The charges and service charges are net prices, in addition to which Value Added Tax (VAT) will be charged at the rate legally applicable at the time of the show/exhibition.

## 6. Terms and conditions of payment

- 6.1 The charges / service fees shall be payable immediately on receipt of the invoice (which may be in electronic form), unless otherwise agreed. The payment periods must be complied with. Any objections to the invoice shall be taken into account only if submitted in writing within 14 days from receipt of the invoice.  
Prior and complete payment of the participation charge is required for use of the show/exhibition space or the berth, for entries in the event publications provided by HMC, and for provision of exhibitor passes. Any deviation from this provision shall not constitute consent to delay in payment.  
The final invoice for supplementary charges (e.g. technical service, advertising materials) shall be sent to the applicant / Exhibitor after the end of the show/exhibition, taking due account of the lump-sum amounts paid in advance. The final invoice shall be payable immediately on receipt.
- 6.2 All invoiced amounts shall be payable without any deductions, indicating the customer number and invoice number, free of expenses, in euros (€), to one of the accounts specified in the invoice.  
In the event of delay in payment by the Exhibitor, HMC shall be entitled to charge interest at a rate of nine percentage points above the respectively applicable base rate.  
HMC reserves the right to apply the statutory interest chargeable from due date of payment (section 353 HGB), to claim damages for any additional damage resulting from delay, and to apply any

further rights set out in the present Terms of Participation. The Exhibitor shall be entitled to demonstrate to HMC that HMC has incurred no additional damage going beyond the statutory interest rate for delayed payment as a consequence of delay in payment.

- 6.3 If the Exhibitor fails to fulfil his payment obligations in due time, HMC reserves the right, after setting a reasonable period of grace with a view to the applicable circumstances, and elapse of said period, to rescind the contract for good cause pursuant to Art. 20, with immediate effect.
- 6.4 If an Exhibitor fails to meet his payment obligations, HMC can exercise its lessor's lien and retain exhibition objects and the stand structures and installations or the boats and yachts, and after advance notification have them publicly auctioned at the expense of the Exhibitor or, if they have an exchange value or market value, sell them on the open market.
- 6.5 HMC reserves the right to transfer its Exhibitor receivables to its collection service, following fruitless reminder process. It shall inform the Exhibitor of this procedure when transmitting the reminder. The collection service will proceed by electronic means. If the Exhibitor does not wish this means to be used, he can at any time reject such means by communication to [accounting@hamburg-messe.de](mailto:accounting@hamburg-messe.de).
- ## 7. Stand design/berth design, set-up and dismantling
- 7.1 All stands and other show / exhibition stands will be measured out and marked by HMC (cf. also Art. 5.7.2 of the Technical Regulations); in case of doubt, HMC shall in all cases have the right to determine the dimensions (Sect. 315 BGB).
- 7.2 The Exhibitor shall be required to set up a fair or exhibition stand ("stand") or moor a boat / yacht in the area or berth assigned to him.  
The stand and / or berth shall be recognisably established not later than 24 hours before the start of the show/exhibition. If the stand and / or berth is not established in due time by the Exhibitor, HMC can terminate the contract for good cause pursuant to Art. 20, with immediate effect.
- 7.3 The stand and / or berth must be properly equipped and staffed with qualified persons throughout the whole period of the show/exhibition as specified in the BTB.
- 7.4 The design and equipment of the stand and / or the berth is in principle a matter for each individual Exhibitor; but design and equipment must take account of the typical exhibition criteria of the show/exhibition and comply with all of HMC's requirements, in particular the Technical Regulations as well as the ancora berthing rules. The company name and address/headquarters of the Exhibitor must be clearly shown in the lettering on the stand or the boat. The companies appointed for design/set-up shall be notified to HMC.
- 7.5 Reference is made to the special conditions for two-storey exhibition and show stands, as specified in the Technical Regulations. If a stand does not comply in its design and/or equipment with the relevant regulations, HMC can demand that the stand be correspondingly modified or removed by the Exhibitor. The cost for that is to be borne by the Exhibitor.  
If this demand is not met without delay, HMC is entitled to effect such change at the expense of the Exhibitor or to terminate the contract for good cause pursuant to Art. 20, with immediate effect.
- 7.6 All set-up work shall be effected with due consideration of existing utility cables/pipes, distribution boxes, etc. If such items are located within the individual stand spaces or berths, they must be kept accessible at all times. Components, stand marking and flags must be such that they do not constitute impairment of neighbouring stands. Any misleading company signs must be removed on request by HMC.
- 7.7 Set-up must be completed not later than the end of the set-up times indicated in the BTB.
- 7.8 Exhibition objects, stand equipment and/or other objects which were not specified in the application or which have an unreasonably disturbing impact due to their appearance, smell, lack of cleanliness, noise or other characteristics relevant to the smooth operation of the show/exhibition, or which are unsuitable

for any other reason, must be removed immediately on request by HMC. If the Exhibitor fails to comply with such request immediately, HMC can cause them to be removed at the expense of the Exhibitor and terminate the contract for good cause pursuant to Art. 20, with immediate effect.

7.9 Storage, demonstration and sale of items which can be classed as hazardous or could in general constitute a danger to persons or other objects are subject to prior approval by HMC; request for such approval must be made together with application for participation.

7.10 The Exhibitor is not entitled to remove exhibition objects from the stand and / or the berth or to start dismantling the stand or removing the boats or yachts before the beginning of the dismantling times indicated in the BTB. In the event of infringement of this regulation, HMC is entitled to impose a contractual penalty of up to €1,000 per day.

7.11 The Exhibitor is exclusively responsible for timely vacation of the stand space and / or the berth. After the dismantling period indicated in the BTB, all responsibilities on the part of HMC shall cease. HMC shall not be liable for any items then still located on the show/exhibition site, including such items as have been sold to third parties during the show/exhibition. HMC is entitled to charge a reasonable storage fee for any items not dismantled and removed in due time; HMC is also entitled to have such items removed and taken into storage by a suitable company immediately at the expense and risk of the Exhibitor, or to have them disposed of.

## 8. Cancellation, rescission, non-participation

8.1 Cancellation of an application is possible up to acceptance (conclusion of contract). HMC is entitled to make a charge (processing fee) to the Exhibitor for cancellation. Otherwise the amount payable is governed by the BTB.

8.2 After acceptance, rescission by the Exhibitor is no longer possible. Non-participation by the Exhibitor does not release the Exhibitor from his contractual duties. In particular, he is still obliged to pay the contractually due charges. HMC is not obliged to accept a replacement exhibitor proposed by the Exhibitor. Regardless of the above, the right to termination of contract for good cause remains unaffected.

8.3 In the event of non-participation, the participation fee shall immediately fall due, if the due date was not already determined under Art. 6.1.

8.4 In order to ensure a uniform appearance of the show / exhibition, HMC is entitled in the event of non-participation to allocate the stand space and / or berth not used to another exhibitor. If HMC is successful in its efforts to allocate the stand space and / or the berth to another party otherwise than by exchange with the space and / or berth of an existing exhibitor, and to make a charge for that, the Exhibitor shall pay only an administrative fee amounting to 25% of the participation fee, but not less than €400, plus the statutory VAT. The Exhibitor shall still have the opportunity to demonstrate that the administrative fee demanded from him is too high. This shall likewise apply if allocation is to a replacement exhibitor proposed by the Exhibitor and accepted by HMC. If no interested party can be found, HMC is entitled to have the design of the stand space and / or berth effected at the expense of the Exhibitor.

8.5 In the event of non-participation of a co-exhibitor, the obligation to pay the registration fee (see Art. 4.3) still applies in its full amount.

8.6 If, following acceptance, the Exhibitor wishes to change the size of the space and / or berth allocated to him or his co-exhibitors, this shall be subject to consent of HMC, whereby HMC shall not be obliged to give such consent. HMC reserves the right to charge an additional and reasonable administrative fee pursuant to Art. 8.4 in the event of downsizing of the stand space.

## 9. Safety and service

9.1 Escape and rescue routes and fire extinguishing equipment shall at all times be kept free and fully accessible. The ancora area is video monitored in certain areas.

9.2 The Exhibitor shall comply with the relevant noise abatement regulations. In the event of infringement of the noise abatement

regulations, HMC reserves the right to interrupt the event. Any claims for damages thereby arising shall be against the Exhibitor.

9.3 For the term of the contract the Exhibitor shall be obliged to ensure safe use of the spaces and / or berths let to him, and of the exhibited boats and / or yachts.

9.4 For reasons of safety and good management, the use of cranes, powered fork-lift trucks with driver position and other industrial trucks for loading and unloading and for set-up and dismantling is permitted only for forwarding agents specified by HMC or ancora personnel.

9.5 For safety reasons only companies contracted by HMC or ancora, or HMC or ancora personnel, may install utility equipment, such as for electricity supply, and operate cranes etc. ancora also offers additional services through their customer service centre.

## 10. House rules / Berthing Rules

Exhibitors shall comply with the ancora berthing rules and the instructions given by ancora as the operator of the facility. Similarly, exhibitors shall comply with the instructions of HMC, in particular those relating to technical safety issues, such as stand safety, fire prevention etc.

## 11. Sales regulations

11.1 At trade fairs, it is not permissible to make cash sales or provide paid services at the stand and / or the berth. Special exceptions are possible for exhibitors, but prior written application and approval is required. Exhibition products may not be delivered to customers until after the end of the exhibition.

11.2 Where approval is granted for cash sale of goods for consumption on site, permission must also be applied for from the City of Neustadt in Holstein, Ordnungsamt, pursuant to Section 12 of the Food Service Regulations (Gaststättengesetz). The provision of free-of-charge tasting samples is not subject to approval under trade regulations. The Exhibitor is required to obtain approval from the Food Health Authority. The sale or provision of beverages in bottles or similar containers is as a rule not permissible.

11.3 The Exhibitor undertakes to comply with the applicable legal regulations as amended (e.g. German hospitality act [Gaststättengesetz], Trade, Commerce and Industry Regulation Act [Gewerbeordnung], hygiene regulations, Foodstuffs and Commodities Act [Lebensmittel- und Bedarfsgegenstandsgesetz], beverage dispensing equipment regulation (Verordnung über Getränke-schankanlagen)). The provisions of the Legislation on Protection of Young People with respect to provision/sale of alcohol shall be complied with. Exhibitors are in all cases required to refrain from unfair competition with competitors and local companies.

11.4 The rights of Catering Law (Gastronomierecht) shall rest with HMC.

## 12. Area supervision, cleaning, waste disposal

12.1 HMC recommends that valuable objects which are easy to remove should be kept locked up. ancora provides general surveillance of the area only outside of the opening times of the show / exhibition. It does not provide services for safe-keeping, storage or other such arrangements to secure the interests of Exhibitors.

12.2 HMC provides general cleaning of the area. Cleaning of the stand / stand space and / or the berth is a matter for the Exhibitor; such cleaning must be completed daily before the opening of the exhibition. As contractors for stand cleaning, the Exhibitor must make use of the cleaning company specified by ancora or HMC.

12.3 The Exhibitor undertakes to avoid waste and to adhere to the existing waste disposal concepts of HMC. All objects, structures and decorations brought in by the Exhibitor or by third parties acting on his instructions shall be removed completely by the time of the agreed end of stand space use, and the original condition shall be reinstated. After elapse of the dismantling time, any remaining objects, structures and decorations may be removed by HMC at the expense of the Exhibitor. The Exhibitor shall ensure that no waste materials are left at the HMC site. Waste shall be disposed of by the Exhibitor completely and in the proper manner. Otherwise HMC shall be entitled to effect waste disposal at the cost of the Exhibitor, and to invoice Exhibitor with the costs. The costs shall

be determined based on the actual effort plus an appropriate service fee (refer to BTB).

- 12.4 Any modifications on the HMC site, the placement of heavy or cumbersome objects and the attachment of decorations, signs and posters, are subject to charges and to prior written consent from HMC. Any application to HMC for consent shall where relevant be accompanied by certificates of approval from the responsible authorities. This shall apply in particular for any permanently fixed signs, posters, advertising materials and signposts in the spaces, and for any compensation measures required in the event of deactivation of the smoke/fume extraction system. Such measures may be taken exclusively by service providers authorised for this purpose by HMC. It is not permitted to stick or nail anything onto the facades, internal or external walls, or any parts thereof.

### 13. Demonstrations and advertising

- 13.1 All types of demonstration are subject to approval by HMC. Despite previous granting of permission, HMC is entitled to restrict or prohibit demonstrations that cause or could cause noise, dirt, dust, smell or exhaust fumes, or otherwise result in impairment for third parties.

- 13.2 It is not permitted to advertise at the stand and / or the berth for products or companies which were not specified in the approval.

- 13.3 It is not permissible to conduct political advertising and/or to make political statements, unless such political statement is appropriate within the framework of the respective show/exhibition. In the event of political statements or political advertising which is liable to disturb the peaceful conduct of the event or to disturb public order, HMC is entitled to require cessation and removal of the objects in dispute.  
In the event that such requirement is not complied with, HMC is entitled to terminate the contract for good cause pursuant to Art. 20, with immediate effect.

- 13.4 HMC is entitled to remove or have removed advertising of any kind that has been positioned without authorisation, without invoking the help of judicial or police services. The cost of removal of such unauthorised advertising shall be borne by the Exhibitor. Any permits previously granted may be restricted or revoked in the interest of maintaining orderly conduct of the exhibition.

- 13.5 Timely application and payment of fees for performance or for reproduction of works protected by proprietary rights with the performing rights societies GEMA (Gesellschaft für musikalische Aufführungs- und mechanische Vervielfältigungsrechte) or GVL (Gesellschaft zur Verwertung von Leistungsschutzrechten mbH) shall be obligations solely of the Exhibitor. HMC can demand from the Exhibitor written proof of application for performance or reproduction or written proof of the payment of such fees in good time before the show/exhibition. If the Exhibitor is not willing or not able to provide proof of payment of the fees, HMC can at its own discretion require payment of a deposit for the fees from the Exhibitor before the show/exhibition.

- 13.6 It is strictly forbidden to contact or interview visitors outside of the stand and / or the berth. In the event of infringement, HMC is entitled to terminate the contract for good cause pursuant to Art. 20, with immediate effect.

- 13.7 ancora and HMC have a number of advertising spaces available for use by exhibitors. Where advertising spaces have been let by HMC to third parties, the Exhibitor shall have no right of objection or claim based on the spatial positioning of such advertising with respect to his exhibition stand and / or berth, either vis-à-vis HMC or vis-à-vis the third party. HMC shall inform the Exhibitor at his request as to where such advertising spaces are occupied and by whom.

### 14. Media package

- 14.1 By making his application, the Exhibitor gives his consent to a company entry for himself and if applicable his co-exhibitor(s) in the exhibition media published by HMC. The Exhibitor thus gives his consent to information on his participation being disseminated via electronic media including the Internet. These entries will be invoiced to the Exhibitor. The exhibition media are indicated in the BTB.  
The service partner used by HMC for this purpose will inform all exhibitors in detail of the advertisement options. Only accepted

exhibitors and co-exhibitors will be included in the exhibition media.

- 14.2 If the data for the compulsory entries are not provided by the stated deadline (see BTB), they will be entered by HMC in accordance with the available documents.

- 14.3 No legal claims can be raised due to incorrect, incomplete or missing entries, except in the event of gross negligence on the part of HMC, its official bodies or senior executives or persons employed by them for fulfilment.

### 15. Force Majeure and other compelling circumstances, reservation of rights

- 15.1 Upon occurrence of compelling circumstances, especially in case of Force Majeure, HMC shall be entitled to fully or partially shut down ("discontinue"), and/or cancel, relocate and/or postpone ("postpone") the function subject to this contract (trade fair, exhibition etc.) and/or change its duration and/or otherwise modify it, upon due consideration of the legitimate interests of exhibitors in the execution of said function.

In particular, Force Majeure shall be deemed to have occurred if such compelling circumstances are outside the reasonable influence of HMC. For example, events such as war, civil war, armed conflict, acts of terrorism, political unrest and/or the use of chemical, biological, or biochemical substances or nuclear energy shall be deemed to constitute Force Majeure. Furthermore, Force Majeure shall include pandemics, epidemics, rampant infectious diseases or similar public health threats and/or violent acts of nature (storms, cyclones, earthquakes, floods etc.) and the consequences thereof. In particular, Force Majeure shall include the prevention of the execution of any function by acts of government that are outside of the reasonable influence of HMC, such as intervention by any federal, state, local or other public authority, including but not limited to directives, decrees, general orders etc.

Compelling circumstances, and in particular, Force Majeure shall be deemed to exist not only upon the occurrence of any such event but also whenever such an event can be expected to occur with reasonable probability at the time of the function. The decision whether any such event has occurred or is imminent shall be made according to the reasonably exercised discretion of HMC with due consideration of the exhibitors' interests.

- 15.2 In the event that a function is cancelled pursuant to Section 15.1 above, the exhibitor shall bear the costs and/or expenses incurred by the exhibitor up to that point in time. The exhibitor shall not be entitled to raise any liability claims related to such cancellation. HMC may charge the exhibitor an appropriate amount as set by HMC at HMC's equitably exercised discretion, not to exceed 25 per cent of the participation fee, to cover general costs. In addition the exhibitor shall reimburse HMC for any costs and/or expenses paid in advance by HMC that would be reimbursable under this contract. The provisions applicable to cancellation of the function shall apply mutatis mutandis to a shutdown (discontinuation) of the function.

- 15.3 In the event that the function is modified otherwise than by cancellation or shutdown (discontinuation) pursuant to Section 15.1 above (e.g. by postponement or relocation), the exhibitor shall comply with such modification. This contract shall be deemed to have been signed for the modified function. In particular, the exhibitor shall not be entitled to withdraw from the contract or claim a reduction of fees. Notwithstanding the above, the exhibitor may cancel its participation in the function provided the exhibitor submits proof that its participation would constitute an unreasonable burden. Section 15.2. shall apply mutatis mutandis.

- 15.4 HMC shall be entitled to cancel the function provided that the required minimum number of registrations has not been received and execution of the function as originally intended would represent an unreasonable economic burden.

- 15.5 In the event that HMC is responsible for the cancellation of a function, the exhibitor shall not owe any participation fees. Notwithstanding the above, the exhibitor shall not be entitled to raise any claims for damages against HMC in case of slight negligence. The same shall apply to any claims for reimbursement of expenses, costs or similar claims.

## 16. Exhibitor passes

Every exhibitor shall receive exhibitor passes (see BTB) for its stand, after payment in full of the invoice amounts (see Art. 6). The number of exhibitor passes is not automatically increased by taking on co-exhibitors / additionally represented companies. Additional exhibitor passes may be obtained at the HMC exhibitor ticket shop or the local project manager's office. The exhibitor passes are intended for stand staff, they are to be filled in as indicated on the pass, and must not be transferred to third parties, in particular in the event of non-participation as set out in Art. 8.

## 17. Photography, recordings (audio and video)

17.1 HMC shall have the right to have photographs, drawings as well as film and video recordings made of the activities at exhibitions, the exhibition structures and stands and / or berths, and the exhibited objects for use in advertisements or press publications unless the Exhibitor registers objection to this. The same shall apply to photographs or recordings made by the press or by television stations with HMC's approval.

17.2 Photography and filming within exhibition objects is generally permissible. However, HMC shall not be held liable for infringement on third party's rights by such recordings or photographs. Photographs or films of other exhibitors' stands or exhibits shall be permissible only with the respective exhibitor's permission.

17.3 Commercial photos, film and/or video recordings on the ancora area require prior consent by HMC. With such consent given, the recording activity must not be obstructed or impaired in any other way.

17.4 All persons entering the ancora area or present there are informed of the possibility that photos, film and video recordings may be made there. These persons consent by entering the ancora area to such recordings being made of them, including portrait-style images, in the course of reporting on the respective show/exhibition, both on television and in privately produced films, in print and online media, in particular on websites and in the social media and on video portals, unless they explicitly object (in writing) to such use before entering the area.

## 18. Complaints / impairments

18.1 Any complaints due to deficiencies of the stand or the stand space and / or berth shall be notified to HMC without delay after the stand is occupied, or at the latest on the last set-up day, in writing, so that HMC can correct any deficiencies for which it is responsible. Subsequent complaints cannot be considered, and do not lead to any claims against HMC.

18.2 In the event of building work, HMC will make every effort to keep impairments for the Exhibitor to a minimum. If the usability of the stand or the stand space and / or the berth is substantially reduced by such building work, the participation fee may be reduced. This shall apply only if use of the stand or the stand space and / or the berth is substantially impaired. Such reduction shall be excluded in the event of non-substantial impairment. Such impairment shall be deemed unsubstantial for example if it is only for a short time, if it can be remedied quickly, without difficulty or inexpensively, or is of low intensity or short duration. Impairments due to measures to combat dangers shall not give reason for reduction. HMC shall determine such reduction at its own reasonable discretion, without prejudice for the future, in the respective individual case. The maximum amount of reduction is 25% of the participation fee. Building work shall constitute a pressing reason within the meaning of Art. 15.1.

## 19. Intellectual property rights

19.1 The titles and logos of trade shows/exhibitions of HMC are protected by intellectual property rights. Their use by exhibitors in identical or similar form is subject in all cases to prior explicit written permission from HMC. HMC can require payment of a usage charge for giving such consent. The use of the original logo for indication of participation of the Exhibitor in the show/exhibition is permissible without specific consent.

19.2 Securing the intellectual property rights or other industrial rights for the exhibition objects is the Exhibitor's responsibility. Exhibition protection from the beginning of a show/exhibition on the basis of the Property Rights For Design Act (Gesetz über den

rechtlichen Schutz von Design) of 12/03/2004, the Industrial Rights Act (Gebrauchs-muster-gesetz) in the version of 28 August 1986 and the Protection of Trademarks and other Markings (Gesetz über den Schutz von Marken und sonstigen Kennzeichen) of 25/10/1994, in the versions valid at the respective time of the event, shall be applicable only if the Federal Ministry of Justice and Consumer Protection has published an announcement to this effect in the Federal Gazette. HMC shall if required inform exhibitors on the court responsible in the event of infringements of intellectual property rights. Reference is made to the possibility of the border confiscation procedure.

19.3 Every exhibitor is required to observe the intellectual property rights of other exhibitors and to refrain from infringements.

The legal requirements of the Federal Republic of Germany must be complied with for presentation and sale of products and services. Where products are not approved for worldwide sale, country-related labelling must be applied.

Goods which demonstrably infringe intellectual property rights, in particular trademarks, design patents, registered patterns and/or patents are not permissible. Goods which infringe such rights must be removed without delay and future participation in the show/exhibition will be prohibited. Infringement is proven if confirmed by a legally binding court ruling.

In the event of proven infringement of intellectual property rights by an Exhibitor, HMC is entitled to terminate the contract for good cause pursuant to Art. 20, with immediate effect.

## 20. Infringements, right of termination, contractual penalty

20.1 Culpable infringements of the obligations arising for the Exhibitor from the contractual relationship or of the regulations set out in the House Rules entitle HMC to terminate the contract for good cause and with immediate effect, unless such infringements are immediately stopped on request.

Good cause for termination of contract with immediate effect is constituted in particular if the Exhibitor fails to comply with the obligations set out in Arts. 4.1, 6.3, 7.2, 7.5, 7.8, 13.3, 13.6 and 19.3.

20.2 In the event of termination for good cause, HMC shall be entitled to close the Exhibitor's stand immediately and to require the Exhibitor to remove the stand and clear the stand space and / or the berth without delay.

20.3 If the Exhibitor is in delay with dismantling the stand or clearing the stand space and / or the berth, HMC is entitled to dismantle the stand and/or clear the stand space or the berth itself or to have this done by third parties at the expense of the Exhibitor.

20.4 In the event that the stand space and / or the berth cannot be relet at a charge to another exhibitor, or can only be relet by exchange with the stand space and / or the berth of another exhibitor, the Exhibitor is required to pay the due participation fee as minimum compensation for damages for the remaining duration of the show/exhibition.

20.5 If no replacement exhibitor is found for the stand space and / or the berth of the Exhibitor whose contract was terminated, HMC is entitled to effect the design of the stand space and / or the berth at the expense of the Exhibitor, in order to ensure a uniform appearance of the show/exhibition.

20.6 HMC is entitled to charge the Exhibitor a contractual penalty up to a maximum amount of €10,000, to be determined in each individual case at the reasonable discretion of HMC and in the event of dispute to be examined by the Hamburg County Court, if the Exhibitor culpably infringes his obligations resulting from the following provisions:

Art. 4.1: Non-permissible transfer of space or berth

Art. 6.1: Prior payment

Art. 7.2: Set-up of stand / berth

Art. 7.3: Equipment of stand / berth

Art. 7.5: Compliance with Technical Regulations

Art. 7.8: Removal of disturbing objects

Art. 7.11: Timely vacation

Art. 10: House rules / berthing rules

Art. 12.2: Cleaning

Art. 13.3: Refraining from political advertising

Art. 13.6: Non-permitted contact / interviewing

Art. 19.3: Infringement of intellectual property rights

If HMC also has a right to claim compensation for damages due to culpable infringement of obligations, such contractual penalty shall be offset against the claim for damages.

## 21. Liability and insurance

21.1 HMC shall be liable (a) for any damage caused wilfully or in gross negligence; (b) for any harm to life, limb or health caused wilfully or in gross negligence; (c) for any claims raised under German product liability law, and (d) provided that any defect of an object or matter was concealed, or that an express warranty was granted regarding the nature or quality of an object or matter. HMC shall be liable only for culpability of its statutory representatives and senior executives, except in the case of infringement of principal contractual duties (cardinal obligations) or loss of life, physical injury or impairment to health.

21.2 In cases of minor negligence, HMC is liable only for infringement of principal contractual duties or loss of life, physical injury or impairment to health. Liability shall be limited to foreseeable damage, the occurrence of which must typically be expected in the circumstances. Where HMC is liable for minor negligence, liability is limited to €10,000.

To the extent that liability is excluded or limited under these Terms and Conditions, the same exclusions or limitations shall apply to HMC's vicarious agents. HMC shall be liable for its vicarious agents' fault or negligence without being able to seek discharge due to its fault in the choice of agent (culpa in eligendo).

21.3 Liability of HMC regardless of culpability for pre-existing deficiencies as specified in Sect. 536a para. 1 BGB is explicitly excluded. Thus HMC shall in particular not be liable for the exhibition products, for structures or equipment for the space, or for any consequent damages for Exhibitor.

21.4 Any damage shall be notified to HMC without delay in writing.

21.5 In the event of damage, HMC shall pay compensation for damages only to the amount of the current market value, on presentation of written proof of the cost of acquisition. Compensation for damages is excluded if lateness of damage reporting caused by Exhibitor results in refusal by HMC's insurer to compensate for the damage.

21.6 The Exhibitor shall be liable to HMC for damage for which he bears responsibility, regardless of whether caused by himself, his employees, agents employed by him, or by exhibition objects or equipment.

For lump-sum damage claims, HMC retains the right to prove to the Exhibitor that the damage was greater. The Exhibitor is entitled to provide proof that damage has not occurred or was substantially less than the amount specified in the lump-sum amount.

21.7 The Exhibitor is obliged to take out appropriate insurance to compensate for such damage, with a German insurer. HMC points out that Aon Jauch & Hübener GmbH provides an insurance service for this purpose. Aon Jauch & Hübener GmbH is available to the Exhibitor for all insurance matters, in particular for reports of damage.

## 22. Severability, time-barring

22.1 In the event that a provision of the present General Terms of Participation Hamburg ancora Yachtfestival is or becomes invalid, this shall have no effect on the validity of the General Terms of Participation Hamburg ancora Yachtfestival. The parties undertake in such event to agree on a valid and practicable provision which comes as close as possible to the provision that has to be replaced in the intention of the General Terms of Participation Hamburg ancora Yachtfestival; the same shall apply to any omissions in the General Terms of Participation Hamburg ancora Yachtfestival.

22.2 The period for time-barring of claims against HMC is 6 months, unless otherwise specified by mandatory legal regulations. The limitation period shall run from the end of the month of the final day of the event.

22.3 Unless he is a physical person, the Exhibitor shall have no right of retention unless he has undisputed receivables or receivables determined by final court ruling. The Exhibitor can offset payables only with receivables that are undisputed or have been determined by final court ruling.

## 23. Place of fulfilment, jurisdiction, law applicable

23.1 The place of jurisdiction for all mutual obligations, including all payment obligations shall be Hamburg (Hamburg-Mitte), if the Exhibitor is an entrepreneur for the purposes of German commercial law or has no general place of jurisdiction in Germany. However, HMC shall also have the option of instituting legal procedures against the Exhibitor at the general place of jurisdiction of the Exhibitor.

23.2 German law shall be applicable, to the exclusion of International Private Law and the UN Sales Convention.

The European Commission provides a platform for out-of-court dispute resolution at: <http://ec.europa.eu/consumers/odr/> (known as ODR platform). HMC does not participate in any alternative dispute resolution procedures.

Please find the General Terms of Participation Hamburg ancora Yachtfestival under [www.yachtfestival.de](http://www.yachtfestival.de) for download.

**Revision: April 2020**