

## GENERAL TERMS AND CONDITIONS E BIKE DAYS Munich 2021

The terms and conditions for participation at E BIKE DAYS Munich are the following

### General information

#### Event duration:

Friday, 2021 April 16<sup>th</sup>, To Sunday, 2021 April 18<sup>th</sup>

#### EXPO Opening Hours for Visitors:

Friday: 10.00am – 07.00pm

Saturday: 10.00am – 07.00pm

Sunday: 10.00am – 05.00pm

#### Organizer:

COMMUNICO GmbH

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### 1.0 Application

1.1 The application (booth reservation) for the E BIKE DAYS Munich is to be submitted using the appropriate registration form. All parts must be filled out and be sent legally binding. The registration form is seen as contract offer on exhibitor-side and requires approval by the organizer. Thus, sending the registration form does not entitle the exhibitor to admission.

The official registration deadline is 2020 March 19th. Please keep in mind that the exhibition area might already be fully booked before this date. In some cases, late registrations might still be taken into consideration.

1.2 By submitting the registration form, the exhibitor agrees with the stated terms and conditions, the regulations released by Olympiapark, the regulations of outdoor area of Olympiapark and further conditions of usage (see attachment). The rules likewise apply to staff employed by the exhibitor during the fair.

1.3 The exhibitor commits himself to respect labor and trade law, environmental protection law, fire protection regulations, accident prevention regulations, and competition law.

1.4 By registering for E BIKE DAYS, the exhibitor gives the organizer consent to save, utilize and, if necessary for the organization of the event, give on their data to third parties.

1.5 The data provided during the registration is saved and conserved within the framework of the Data Protection Act, and used as needed for the event organization and for commercial processing.

### 2.0 Admission

2.1 E BIKE DAYS Munich is a specialized fair with main focus on e-bikes. Exhibitors can be domestic or foreign companies, associations, clubs and other institutions whose products or business areas have a connection to e-bikes, e-mobility and cycling in general.

2.2 The organizer has final decision on admission and products exhibited. Thus, if products and services reveal themselves as unacceptable and unappropriated for the fair, the exhibitor is going to be informed within 8 weeks from the registration. As soon as the exhibitor is admitted to the fair, the contract is effective, and the exhibitor is considerate registered as such for the fair. All clause and conditions stated in the registration form, just come into force as the admission is approved by the organizer.

2.3 The organizer is entitled to withdraw from the contract and exclude exhibitors from the event, if the exhibition area turns out to be insufficient, and, if in order to fulfill the fair's function, a restriction to certain exhibitor and seller groups is required. Further, the organizer reserves the right to limit registered exhibited goods and undertake changes to the exhibition area. Admission to the fair is limited to registered exhibitors, products stated in the registration form, and exhibition space assigned. Unannounced and unregistered objects cannot be exhibited.

2.4 The exhibitor must have full power of disposition over the products registered and exhibited. It is his responsibility to have all operating licenses. If required by the organizer, the exhibitor must submit descriptions and booklets of the products exhibited.

### **3.0 Participation fees**

3.1 The participation fees at E BIKE DAYS Munich 2021 are:

Early Bird Rate (until 2021 January 31 <sup>st</sup> ):	70,00€/m <sup>2</sup> + V.A.T.
Standard Rate (until 2021 February 28 <sup>th</sup> ):	80,00€/m <sup>2</sup> + V.A.T.
Last Minute Rate (from 2021 March 01 <sup>st</sup> ):	85,00€/m <sup>2</sup> + V.A.T.

The following services are included in the exhibition rates:

- 1x electrical connection 220V/2KW
- Waste disposal
- General surveillance of the area (EXPO AREA)
- Guidance and assistance with technical conditions and requirements on site
- Guidance and assistance on setting up and dismantling the booth
- Design and PR related actions for the fair
- Visitors marketing and acquisition for the fair + potential event-related press conferences
- Potential presentation and exhibitor evenings
- Exhibitor passes
- Regular cleaning of the general area
- Paramedics and health care professionals

Additional services and their costs can be requested at the organizer. Disturbances of the booth, such as trees, lamp post, flags etc., are not going to be taken into consideration for a price reduction.

### 3.2 Package fee for Start Ups

Start Ups Package (until 2021 February 28<sup>th</sup>): 550,00€ + V.A.T.

In addition to the services listed in clause 3.1, Start Ups are subject to following conditions:

- Unitary booth area of 9m<sup>2</sup>
- 3x3 pagoda marquee
- No branding possibilities on the tent's outer face
- No beach flags
- Own EXPO area
- Own media campaign of the EXPO area

### **4.0 Terms of payment**

The invoice is issued, by the organizer, within four months from the admission date, and at the latest one month before the event. The deadlines stated in the invoice must be hold. The invoice must be paid in advance, in order to obtain access to the exhibition area, be involved in the marketing and communication campaign (print and online) and receive the exhibitor passes. The amounts invoiced in all invoices, in connection with the fair, are to be transferred in EUR, without deductions and free of charges to the account specified in the invoice, indicating the customer number.

### **5.0 Place assignment**

5.1 Exhibition booths are placed and arranged according to the main theme and structure of the fair, and according to the area available. Special wishes regarding booth position, which are stated in the application form, can be fulfilled if the space availability is given. The principle of first come, first served may be applied; however, it is not the main and only decisive factor.

5.2 If required, the organizer is authorized to change the size, form and position of the assigned place and booth. The exhibitor is going to be informed about any changes, whereupon, if possibility is given, an equivalent area is going to be assigned. If the renting fees are changing, a refund or subsequent bill is issued. The exhibitor has likewise the right to retrieve his registration within one week of receiving the notification, if their prior booth design and plan is not suitable to the new booth or area. Neither the organizer nor the exhibitor can claim damage for above reasons. The exhibitor should also take into consideration that the availability of the area, respectively the booths, at the time of registration, is going to change until the actual fair. Thus, claims cannot be made based on the change in availability.

5.3 Booth exchanges between exhibitors or cession of the place to a third party are not allowed without prior authorization of the organizer.

### **6.0 Co-exhibitors and subsidiaries**

6.1 If more exhibitors are renting out together one area, only one common representor should be named in the registration form. The person named is the only one, with who the organizer should communicate and negotiate.

6.2 If more exhibitors are renting out together one booth, all of them are considered joint debtors.

6.3 One or more subsidiaries are only allowed in exceptional cases. Any potential subsidiaries must be communicated and authorized by the organizer. For sublease, a flat rate of 350,00€ is charged.

6.4 Subsidiaries are all firms which, aside from the main applicant, exhibit or represent the rented booth. Subsidiaries are likewise those, who have a strong economic or organizational relationship with the main applicant.

6.5 The exhibitor is not allowed to rent or partly sublet the assigned booth, or to give to, exchange, or accept for someone else the booth or exhibition area, if not approved by the organizer.

### **7.0 Cancellation and withdrawal of contract; Elimination of objects**

7.1 A possible withdrawal must be submitted to the organizer in written form. The exhibitor withdrawing is incurring the following compulsory costs:

- Withdrawal until February 19<sup>th</sup>, 2021: 30% of the invoice amount
- Withdrawal until April 1<sup>st</sup>, 2021: 75% of the invoice amount
- Withdrawal as of April 02<sup>nd</sup>, 2021: 100% of the invoice amount

7.2. The organizer reserves the right of withdrawal of exhibitor admission and otherwise dispose the rented place, if

- a. The booth is not adorned and the exhibitor is not present within the last two hours of the setup phase,
- b. The exhibition rates are not paid within grace period,
- c. The exhibitor does not fulfill the admission requirement anymore, or new requirements have been published by the organizer and cannot be fulfilled by the exhibitor,
- d. The exhibitor violates house regulations of Olympiapark GmbH or of the organizer.

7.3 The organizer can force the exhibitor to remove and eliminate articles and items, which were not listed in the registration form, or which could cause harassment, danger or infeasibility. If the exhibitor is not removing the object, the organizer is proceeding with the removal at exhibitor expenses.

### **8.0 Major force**

8.1 If major force obliges the organizer to cancel the event, he reserves the right of withdrawal from the contract. The exhibitors are going to be informed, and already paid booth rent and fees are refunded.

8.2 If, due to major forces, the organizer is obligated to shorten or cancel a commenced event, the exhibitor has no refund or remission right. If the possibility to organize the event at a later point in time is given, the exhibitors are going to be informed.

### **9.0 Liability and Insurance**

9.1 The organizer is liable for damage compensation and refund for damages arising from intentional or grossly negligent injuries to life, body or health, violation of contract duties or any other intentional or grossly negligent compelling liability, caused by him or its legal representatives or agents. In any other case, the organizer is not liable towards the exhibitor.

9.2. Damage compensation is limited to the foreseeable damage typical for this type of contract, unless intent or gross negligence is involved or there is liability for injury to life, body or health.

9.3 The exhibitor is liable for damages, caused by him, his legal representatives and agents, or his exhibited objects and furniture, to people and objects. His liability is extended to damages to the EXPO AREA, caused by his agents and third parties. The exhibitor cannot invoke on careful choice of his assistant, or on poor responsibility of third parties.

9.3 The exhibitor is liable for any damage caused to third parties by any of his activities and actions during the event. If third parties are claiming damages to the organizer, which, however, have been caused by the exhibitor, it is the exhibitor's duty to take responsibility and title for the damages caused and damage compensation.

9.4 The exhibitor is obliged to ensure coverage for damages at his own expense by insurance, in particular business liability insurance.

### **10.0 Booth Setup, Design and Equipment**

10.1 Each exhibitor is responsible for: the construction, setup, running of his booth; observance of public statutory regulations; and observance of technical guidelines, terms and conditions of E BIKE DAYS Munich. Building components,

booth signs and flags should not affect or interfere in any way with the neighbor booth. Confusing and misleading company signs must be removed, if required by the organizer. Escape routes must be kept free.

10.2 It is the exhibitor's responsibility to build and design the booth in such way that it respects all contract conditions. The booth should meet the character of the respective fair, in order to preserve the visual identity of the event. The organizer is entitled to demand plans and descriptions of the booth.

10.3 If setup and design provisions are not met or the setup is not approved by the organizer, he is entitled to demand changes or removal of certain elements. If the exhibitor does not comply with the request, the removal or modification may be carried out by the organizer at the expense of the exhibitor. If the booth must be closed for the same reason, there is no entitlement to reimbursement of the participation fee.

10.4 Any company commissioned with the design and setup of the exhibitor's booth must be communicated to the organizer. Each exhibitor must provide the contact information, respectively name and phone number, of one responsible person, present during setup, dismantling and opening hours of the fair, who the organizer could contact. Thus, their personal availability needs to be granted during these times.

10.5 The booth labeling needs to clearly state the name and the address, or head quarter, of the exhibitor.

10.6 Any exceeding of the booth's maximum construction height requires prior authorization. Approval is likewise needed for heavy exhibition items used as grounding or as special gadgets.

10.7 The booth must be properly equipped and staffed by qualified personnel during business hours of the fair. It is prohibited to destruct or close the booth before the fair closes.

10.8 During dismantling, all exhibition areas must be cleaned up and rearranged as they were found. After dismantling, each booth is going to be checked by the organizer or his representative and, if satisfactory, the exhibitor is allowed to leave the fair. The organizer is entitled to revoke at any time. If any reconditioning work has not been done, the organizer reserves the right to complete the work left at exhibitor expenses.

10.9 Exhibition goods, which are still at the booth at the end of the fair, can be taken away and brought in storage at exhibitor expenses.

10.10 Technical services, such as provision of installations of electricity and water, can only be provided if stated in the registration form, or if ordered at the latest two months before the fair. The costs of these are communicated to the exhibitor. The arrangement of technical services underlies the authorization of the organizer. The approval can also happen tacitly by providing the ordered service.

## **11.0 Dates of setup and dismantling**

### **11.1 General setup**

The setup of all booths takes place Thursday, 2021 April 15<sup>th</sup>, from 09.00am to 07.00pm. The organizer coordinates the setup and provides the exhibitors with all necessary information regarding the process in advance (e.g. access pass, booth position, contact person, etc.). The setup needs to be done within the established deadline. By the opening hours of the exhibition, respectively 9.00am, the booths must be fully equipped and operating. After 9.00am no vehicles are allowed at the Olympiapark area.

### **11.2. General dismantling**

On Sunday, 2021 April 18<sup>th</sup>, after approval of the EXPO coordinator (shortly after the exhibition end), exhibitors can start with dismantling of their booths. Vehicles are allowed again on the Olympiapark area (usually one hour after exhibition ends). Booths and areas can likewise be dismantling on Monday, 2021 April 19<sup>th</sup>, from 08.00am until 12.00 noon.

## **12.0 Advertisement**

12.1 Advertisement of all kinds is just allowed within the own exhibitor's booth area, and only for the own company and products manufactured or distributed by it, insofar as these are registered and approved.

12.2 Advertising using loudspeakers, slides, film or video requires written approval of the organizer. The same rule applies for the usage of other advertising equipment regarding sounds and visual devices, which are used to attract visitors to the own booth.

12.3 Issued permissions can be restricted or revoked, if a regular flow of the fair cannot be guaranteed.

12.4 If exhibitors want to play music, it is their responsibility to check and get the required licenses, and pay for the corresponding fees.

12. Any kind of political advertisement is prohibited.

### **13.0 Sales regulations**

13.1 Open selling of products to visitors of E BIKE DAYS Munich is allowed upon agreement with the organizer. Further permissions require previous accords.

13.2 The exhibitor may not prepare any drinks, food or groceries on his exhibition space, unless he is expressly authorized as caterer, and may not offer them free of charge or against payment.

### **14.0 Exhibitor passes**

14.1 For the duration of the fair, all exhibitors and the staff employed receive a specific number of exhibitor passes. The exhibitor passes are personalized, and identify each person to the corresponding exhibitor team. The number of passes depends on the booked booth area.

The exhibitor passes are just for staff working directly at the booth, and can be booked in advanced at the organizer. The passes cannot be given on to third parties. In case of abuse, the organizer withdraws the exhibition passes.

### **15.0 Surveillance**

15.1 The general surveillance of the exhibition area is carried out by an authorized specific surveillance company. No liability for damage or loss of exhibited articles is taken. In general, it is the responsibility of every exhibitor to ensure safeguard and apply prevention measures against theft of their own goods and products.

15.2 Every exhibitor is responsible for their own booth custody and surveillance during daily opening hours of the fair, setup and dismantling time. During the night, valuable and easy to remove objects must be kept under lock.

15.3 The organizer can provide additional individual booth surveillance by the authorized surveillance company. The costs of this service are charged by the exhibitor.

### **16.0 Cleaning / Environment protection**

16.1 The organizer takes care of the general cleaning of the exhibition area.

16.2 Each exhibitor is responsible for cleaning their own booth and area. Cleaning needs to be done on daily basis, before the fair opens.

16.3 The exhibitor is obligated to act in the best interest of environment protection, and thus limit package and waste disposal, and use recyclable packaging, decorations and flyer material. If separate waste disposal systems are used, the exhibitor must participate in them and also bear any waste disposal costs that may arise as a result on a pro rata basis in accordance with the polluter-pays principle.

### **17.0 Newsletter**

The exhibitors are informed with a newsletter by email about preparation and implementation of the fair.

### **18.0 Photo, film and video shooting**

18.1 The organizer is authorized to take photos, pictures, film and video recordings of the fair, the exhibition area, booths and products, and use these for advertisement purposes or press releases. The exhibitor cannot express objection. This also applies for shots and recording done by press and television services, which have been authorized by the organizer.

18.2 Professional pictures and recording of the own booth during the fair require permission by the organizer. The permit includes access to the event site for the photo or film team outside opening hours. If films and shots are done during night hours, an additional guard needs to be present. The costs for the guard are carried by the exhibitor. During normal opening hours, additional tickets must be purchased, to ensure access to the area.

### **19.0 Intellectual property rights**

It is the exhibitor's responsibility to obtain and assure copyright, or any other intellectual property rights of the exhibited products.

### **20.0 House regulations**

During the whole duration of the fair and on the whole exhibition area, the exhibitor needs to follow the house and usage regulations of the organizer. Likewise instructions of staff employed by the organizer, who can be identified by their service

card, must be followed. Exhibitors and their staff are only allowed to enter or stay in the exhibition area, one hour before and after the official opening times. Further, they are not allowed to enter and check out other booths, if not permitted by the booth owner.

#### **21.0 Special arrangements regarding the pandemic COVID-19**

21.1 The organizer is aware of the fact that future developments of the COVID-19 pandemic are going to have a relevant influence on laws and regulations regarding events, for instance event bans, and safety and hygiene measurements. The organizer and the exhibitor shall jointly ensure, in delimitation of responsibilities, that the safety and hygiene measures applicable at the time of the event and necessary and prescribed for the implementation of the planned event are fully implemented.

21.2 Necessary protection and hygiene measures in the territory of the exhibitor's booth, which are or could be necessary in the further course of the COVID19 pandemic, can cause additional expenses and costs for the exhibitor. The costs are to be borne by the exhibitor himself (e.g. disinfectants for rental equipment or booths, covers, plexiglass panes, etc.)

#### **22.0 Official directives**

22.1 All construction work on the exhibition area needs to be executed as required by substantive law. The organizer must authorize structural installations, which require a built-up area of more than 50m<sup>2</sup> or a height of 5m is exceeded (pavilions, marquees, cranes, installations etc.). Construction plans, statistical computations and test books have to be handed in to the organization committee of E BIKE DAYS Munich at the latest 8 weeks before the setup begins.

22.2 All structural installations, equipment, objects and products have to meet public-law security and safety measures valid in Federal Republic of Germany, and security measures imposed by the Technical Inspection Agencies (TÜV).

#### **23.0 Alterations**

The organizer reserves the right to make any alterations and additions in matters affecting technical arrangements and safety.

#### **24.0 General Conditions, Legal Venue, German Law**

24.1 Should a clause of these terms and conditions be invalid or incomplete, the validity of the other clauses and the contract remains unaffected. The same principle is applied to contract gaps. The contracting parties are responsible for substituting the invalid part with a new regulation, with which the contracting parties are most likely to achieve the economic purpose they pursue.

24.2 Place of fulfilment of the contract is Munich. As far as legally allowed, Munich (city) is legal venue. German law is exclusively applied.

Status: 09/2020

#### **ATTACHMENT**

Terms and conditions of Olympiapark, the regulations of outdoor area of Olympiapark and further conditions of usage, mentioned in clause 1.2, can be found on the webpage of Olympiapark Munich GmbH: <https://www.olympiapark.de/en/olympic-park/about-this-website/>