

Exhibition venue:

agra event area
Bornaische Straße 210
04279 Leipzig Germany

Leading faire for Hunting – Angling –Forestry and
Shooting Sports in the eastern part of Germany

agra event area Leipzig
from 5th to 7th of October 2018

GENERAL TERMS AND CONDITIONS

1. Primary Statements

Organizer, legal entity and economic promoter is

agra Veranstaltungen GmbH
Friedrich-Ebert-Straße 26
04416 Markkleeberg Germany
HRB 20560

Telefon: +49 341 3389327 / -26
Fax: +49 341 3381122
Email: info@jagd-und-angeln.de
Internet: www.jagd-und-angeln.de

The agra Veranstaltungen GmbH (hereinafter referred to as "organizer") is contract partner of all exhibitors. The organizer is represented towards the exhibitors by the exhibition management. The contractual relations between the exhibitors and the organizer are regulated by the following conditions of participation. The following terms are part of the contract: The registration of an exhibition space via www.jagd-und-angeln.de or in written form by using the provided application forms, the conditions of participation, the nomenclature and the technical guidelines of the exhibition.

Unilateral proviso or conditions in connection with the application for an exhibition stand registration will not be taken into consideration. Additional agreements must be made in writing.

By signing the registration form, the applicant acknowledges these terms conditions legally binding. The exhibitor is obligated to inform his staff and service providers about these terms and conditions and is liable to observe their compliance.

General terms and conditions and special conditions with the exhibitor are excluded as parts of the agreement.

In case of violations of the conditions of participation and technical guidelines, the organizer is authorized to take appropriate actions and may pronounce the immediate exclusion from the exhibition.

2. Event Venue and Duration of the Exhibition / Opening Hours / Dates

2.1 Event venue and Duration

The "JAGD & ANGELN" takes place from 5th to 7th of October 2018 at the agra event area, Bornaische Straße 210, 04279 Leipzig/Germany.

2.2 Opening Hours

For visitors; the trade fair is open from 9:00 am to 18:00 pm. Exhibitors are admitted to the trade fare daily from 8:00 am to 19:00 pm.

Stands must be manned during the opening hours of the exhibition and may not be cleared before the official end of the exhibition on the 07th of October at 6 pm. Switching exhibits during the official opening hours of the exhibition period at the stand may only be done in accordance with the organisers.

2.3 Use

The exhibition space will be handed to the exhibitor in a condition for its intended utilization. The exhibitor is liable to return the exhibition space in the same condition in which he received it. In case the rented space is not restored in the mentioned condition until the completion of dismantling period the exhibitor is authorized to do so on the exhibitor's expense.

2.4 Assembling

Exhibition space will be available for assembling of the exhibition area from Thursday the 2th of October 2018, daily from 8 am to 7 pm. Construction work beside this timetable needs confirmation with the organiser. The exhibitor is responsible to provide an own security and lighting of the exhibition stand. Stand construction must be finished and all exhibits assembled until the 04th of October 2018 6pm sharp.

Available, unused exhibition space after the 4th of October 2018 may be used differently by the organizers. The tardy exhibitor must pay the exhibitors fee including VAT.

2.5 Equipment

Each exhibitor is obligated to provide an explicit information e.g. company logo, Name for the association and at the same time reach a good advertising effect. Rented stand partition walls, rented floors, hall walls, pillars and other fixed structures may not be stickers nailed painted or damaged in any way

2.6 Dismantling

The start of dismantling of the stand must wait until the official end of the exhibition (07.10.2018 6pm). At the last day of the exhibition, the dismantling can take place until 12pm, and on the following days from 7.30 am to 6 pm. The total dismantling of the exhibition stand must be finished until the 10th of October 2018 at 12 am sharp. In case of deadline violation, the organizer is entitled to clear the exhibition space and if necessary store exhibits or organize a return transport without any acceptance of liability at your expense and risk

2.7 Early Closure

The start of dismantling of the stand must wait until the official end of the exhibition (07th of Oct. 2018, at 6pm). Exhibitors violating this agreement are fined with contractual penalty in the amount of 2000 EUR by the organizer.

3. Registration

3.1 Submission

The registration for the event must be progressed at the provided application form

or at the official internet page of the organizer: www.jagd-und-angeln.de on the provided pdf-form. Each stand needs a separate registration form. Only complete and properly signed application forms will be taken into consideration. The exhibitor must hand in a detailed list of the may presented exhibits if necessary on a separate sheet of paper. According to this information the distribution of the stands will be given. For subsequent alternations, an allowance of the organizer is needed.

3.2 Exhibition Space

The smallest exhibition space available inside the hall is estimated 9 m² and outside 10 m² large. The minimum depth of a stand inside is 3 m and outside 2 m. Only whole meters of exhibition space can be rented (length x depth of the stand). Measures made in centimeters at the application form will be round up in whole meters and charged. Needed space must be calculated, so exhibits and parts of the roof or stand may not protrude into hallways or neighboring stands. The formation and location of the stands will be decided by the organizer.

3.4 Registration Deadline

Further comments on the application can be made until the 30th of July 2018 (Start of the stand allocation). In case of an overbooking, the allocation of the stands will be given in order to the date of notification of the application forms. Application handed in too late may only be accepted if available exhibition space is left. Until the receipt of a stand confirmation or canceling the exhibitor shall be bound by his registration. This also applies if the application is handed in too late.

3.5 Confirmation of the Stand

The contract between the exhibitor and the organizer only legal binding if the written stand confirmation including location, stand number and size of the provided stand. In case of insignificant deviations between the application and the stand confirmation the contract is made according to the details of the stand confirmation. In case of significant deviations, the contract will be legally binding according to the stand confirmation unless the exhibitor contradicts 10 days after receipt.

3.6 Stand Allocation

Allocation of exhibition stand is given under normal circumstances according to the field of the presented exhibits refer to. The preferences of the exhibitor according to the location and size of the exhibition space will be followed by the organizer as far as possible. A special preference for a stand location by the exhibitor may not be a condition for the conclusion of the contract. Unauthorized exchange of stands is permitted.

3.7 Changes

In case of specific circumstances or regulatory obligations, especially in case of official requirements or if it is necessary because of safety regulations, the organizer reserves the right to change the location and size of a stand, change or close hall entrances-/ exits.

or make other structural changes according to the stand confirmation.

4. Admission

4.1 Exhibitors

The exhibition is open to manufacturers and distributors of Germany and of and foreign countries. Companies selling products for their own account which have industrial property rights, even if their products are produced by a third-party manufacturer, are also considered as a manufacturer. The decision who is exhibiting lays in the hand of the organizer. The organizer has the right to deny the participation of an exhibitor without naming a reason.

4.2 Exhibits

Only exhibits fitting thematically into the exhibition and mentioned specifically in the application form can be exhibited. Products not mentioned in the application form are prohibited from being exhibited unless they are necessary for presentational or advertising purposes of the presented exhibits. In case of offences, the organizer is obliged to remove the items concerned. In case the exhibitor shows no reaction three hours after receipt of the request the organizer is obliged to remove the items concerned on the risk and expense of the exhibitor.

4.3 Showing Animals

For the exhibition of animals, an explicit permission of the organizer is necessary. Exhibitors showing animals at their stand must meet all animal health rules. All instructions and regulations for exhibiting animals must be observed. Furthermore, all requirements of the official veterinarian must be fulfilled.

4.4 Weapons and Ammunition

The intended exhibition of weapons and ammunition must be, according to the German weapons statutes article § 35, officially registered by the exhibitor at the local public order office, safety authority, postal code 04092 Leipzig Germany. If requested, application form for the official exception authorization for selling and handing guns and ammunition to customers can be provided by the organizers.

4.5 Revocation of the stand confirmation

The design of the exhibition stand must meet the level and the typical exhibition criteria. In case of misleading information given in the main application and a resulting stand confirmation, the organizer has the right to withdraw the given admission and shut down the stand without compensation as well as clear the exhibition space if necessary on the exhibitors' expense, and may hand over the exhibition space to a new exhibitor. This also applies if the preconditions for admission no longer apply.

The obligation to pay the exhibitors fee remains unaffected by this.

4.6 Industrial property rights

Industrial property rights of other exhibitors or third parties may not be violated in any way. In case of proved violations against the industrial property right (outcome of court hearing), the organizer reserves the right to exclude an exhibitor from the running and following exhibitions.

The obligation of this term requires no explanation by the organizer. Liability claims against the organizer concerning violated industrial property rights cannot be considered eligible under any circumstances.

5. Co-exhibitors

Companies which are represented additionally (co-exhibitors), whether they provide staff or products on an exhibition stand must be specifically mentioned in the application form.

Co-exhibitors on a registered stand must be mentioned in the main application in the same way as the main exhibitor. All co-exhibitors or additionally represented companies must meet the criteria mentioned under point 4 to gain admission for the exhibition. The assignment of contractual rights or obligations, even partially, for third parties is not possible.

6. . Media Contracts

Entrees in official media catalogues (exhibition catalogue, exhibitors database) are obligatory and will be charged. Included is a basic entry into the Exhibition Catalogue (Contact information plus description of exhibits whit around 150 characters including spaces) charged with 20 € and a product group entry charged with 20€. Registration deadline for exhibitors is the 24th of August 2018. Information for the catalogue submitted too late will adopted according to the provided information of the main application. The organizer offers no guarantee for correctness and completeness of the media entries.

7.7. Charges

7.1 Stand space charges

Exhibition Hall:

Row Stand: 1 Side open, from 9 m²: EUR 51,00/m²

Corner stand: 2 sides open, from 12 m²: EUR 58,00/m²

End-of-isle stand: 3 sides open, on request: EUR 65,00/m²

Block stand: 4 sides open, on request: EUR 69,00/m²

Open-air area: from 10 m²: EUR 24,00/m²

additional fee for gastronomical exhibitors serving drinks or snacks: EUR 5,00/ m²

All stated prices are to be related to m² inclusive to the actual valid legal value added tax and include only the empty exhibition space without superstructures and floor coverings. Hall pillars inside of the exhibition space have no effect on the exhibitor's fee. The construction of two story buildings is prohibited. Oval or circular exhibition spaces are being calculated by using a right-angled extension.

7.2 VAT

All prices are net prices with state and local taxes legally binding at the level statutorily prescribed for the time of the respective event. As of January 1.1985, all foreign customers are subject to V.A.T. To allow the official taxation, exhibitors from European countries must provide their tax identification number on the application form. In case the tax identification number already exists in the database, the organizer is authorized to use it without permission. By receiving the invoice, the exhibitor must examine the correctness of the tax identification number and may inform the organizer immediately in case of incorrectness. The exhibitor is liable for retrospective tax payments because of incorrect tax information number. Exhibitors based outside of Europe must provide delectation about the entrepreneurship by their home administration. This document must also contain the tax identification of the application form.

8. Terms of Payment

8.1 Exhibitors Fee

The exhibitors fee will be calculated according to the amount of m² in the application form.

The invoice will be created on the same day the stand confirmation is issued. The billing amount shall be immediately payable and due for payment without deductions within 14 days after receipt of the invoice including invoice date and customer number transferred to the organizers bank account:

Account holder: agra Veranstaltungen GmbH

Deutsche Kreditbank Berlin

IBAN: DE57 1203 0000 1008 3793 88

BIC: BYLADEM1001

8.2 Default of Payment

In case of delayed payments, the exhibitor must pay a late payment fine in the amount of 1% of the invoice amount ever month started after delay. The exhibitor must pay the exhibitors fee until the first day of the assembling period, otherwise the organizer can exclude the exhibitor from the event. In this case the exhibitor shall nevertheless remain obliged to pay the exhibitors fee.

8.3 Lien

If the exhibitor does not meet the payment obligations, the organizer is entitled to withhold exhibits and may dispose them by public auction if necessary or to sell himself upon written notification. The revenue shall be offset against the customer's debt with any credit remaining credited to the customer. Liability for damaged exhibition goods by the customer is excluded

9. Cancellation policy in case of non-participation

The exhibitor is being subject to registration until the receipt of the stand confirmation. After the receipt of the stand confirmation, the withdrawal is possible under the following conditions:

9.1 Withdrawal after registration and before receipt of the stand confirmation

In case of a withdrawal before the receipt of the stand confirmation, the exhibitor is liable to pay a fee in the amount of 200, 00 € plus value added tax.

9.2 Non-Participation

Non-participation or reduction of the exhibition space shall not release the exhibitor from paying the full amount of the exhibitors fee from the contractual agreement including may possibly including decoration costs necessary to ensure an overall optical impression of the exhibition. The organizer is not under an obligation to accept a substitute exhibitor presented by the exhibitor. If the organizer succeeds in reletting the space, the original exhibitor shall be liable to the organizer for an amount equal to costs of the substitute exhibitor but a maximum of a 75 % reduced exhibitor fee. Rehiring shall not apply, however, if the unused space of the withdrawing exhibitor is assigned to another exhibitor for optical reasons without the reception of additional income by the organizer. Rehiring shall also not apply, however, if the assigned stand space is otherwise rented through remeasurement, but the total area available for the event cannot be fully rented. Any stands which are not recognisably occupied by the end of the assembling period, may have to expect a withdrawal of the authorization to exhibit and the organizer shall be liable to use the exhibition space for different purposes. In this case the exhibitor shall still be liable to pay the full amount of the contractual exhibitor fee. Rights and obligation of a nonparticipation exhibitor can be overtaken by other co-exhibitors.

10. Reservations

10.1 Reservations according to the possibility of implementation

Requested services will be fulfilled under the possibility of implementation

10.2 Cancellation/ Closing of the Event

Should it be necessary, for reasons beyond their control (e.g. industrial dispute, force major, police instructions), the organizer has the right to postpone, curtail, extend, temporarily close, in part or completely, or cancel the trade fair without claims of the contractor to compensatory damages. In case of a total cancellation before the start of the event, the exhibitor is liable to pay a cost contribution of 25 % of the contracted exhibitors fee.

10.3 Change of Place or Time

In case of a change of place or time of the fair the exhibition, the contract is binding according to the new place or exhibition date if the exhibitor does not cancel the contract 7 days after receipt of the information by the organizer. In case of a cancellation, the exhibitor is liable to pay 25% of the contracted exhibitor fee according to the application form.

10.4 Cancellation of the Exhibition

In case of a cancellation of the event before the official end, temporary or partly closing or in case of a delayed start of the exhibition as mentioned in the contract it is agreed that all made contractual binding agreements cannot be cancelled or resigned by the exhibitor. All obligations related to the payment of the registration and exhibitor fee remain unchanged.

10.5 Insolvency proceedings against the exhibitor's/co-exhibitor's assets

In the event a petition is filed to initiate insolvency proceedings regarding the assets of the exhibitor or such a petition is rejected due to lack of assets the organizer is entitled to refuse an exhibitor/ co-exhibitor or to exclude for the exhibition and/or terminate the contract.

The exhibitor shall inform the organizer of the filing of a petition for insolvency proceedings without delay in any case.

11. Triade Fair Services/ Service

By receiving the stand confirmation each exhibitor being provided with an order form for trade fair services. The mentioned conditions of delivery and service and prices are legally binding. Provided services can only be claimed if the order is preceded until the deadline mentioned in the provided order form. In case the organizer acts as a broker for services, the contracted companies become automatically contractual partner of the exhibitor. Explicit information can be found in the order form.

12. Selling Drinks and Snacks

Selling drinks and snacks must be authorised by the organizer and must be mentioned in the application form. The organizer reserves the right to permit or deny the allowance. The exhibitor is liable to fulfil all pertinent statutory regulations, especially food hygiene regulations. The exhibitor is obliged obtain all required official permits at the local authorities: City of Leipzig public order/ security office, for the attention of Mrs. Bartsch, postal code 04092, Leipzig Germany, phone: +49 341 1238690, Fax +49 0341 1238955, Email:sylvia.bartsch2@leipzig.de. If necessary, the permission can also be obtained through the organizers. Cleaning and recycling related to the serving of drinks and snacks must be organized by the exhibitor. The organizer is obligated to immediately shut down all stands not meeting the necessary regulations. The installation and use of dispensing systems must meet all regulations according to the "Drink Dispensing Machine Regulation".

13. Exclusion of Liability

The organizer does not accept any liability for other liabilities except for the case that the organizer, his legal representatives or veracious agent act wilfully or with gross negligence. This liability does not apply in any cases of ordinary negligence based on the damage of life, body and health as well as cases based on ordinary negligence violations of obligations that make the proper execution of the contract at all possible and the adherence to them can be assumed by each contractual party. (so-called "cardinal obligations")

14. Validation of insurance claims

Caused damage must be notified in written form to the organizer and insurance-company immediately upon determination to validate any claims.

In cases of tortious acts, a report to the local police may also be necessary

15. Term of Exclusion, Written Form, Place of performance, Place of Justification

Any claims the Exhibitor wishes to press against the organizers shall lapse within one month from the last day of the event.

16. Event Insurance

The conclusion of an event insurance is strongly recommended. The insurance can be a useful protection for stand equipment and showed exhibits in case of damages caused by theft, fire, water, storm, vandalism, e.g. as well as during delivery and collation.

The exhibitor can take insurance using the provided service form.

17. Event liability insurance

The conclusion of event related liability insurance in addition to the company liability insurance is recommended. This also applies for contractors who may be working for the main exhibitor. The exhibitor can take insurance using the provided service form.

18. . Severability clause

These terms and conditions of participation and this contract will remain valid even if individual conditions should become invalid. The respective condition must then be replaced by a condition that corresponds as far as possible to the original commercial purposes.

January 2018
The Organizer
