

**Exhibition venue:**  
agra Veranstaltungsgelände  
Bornaische Straße 210  
04279 Leipzig

**Leading exhibition for Hunting and Fishing in the eastern part of Germany**

**agra Veranstaltungsgelände Leipzig  
from 2nd to 4th of October 2020**

## GENERAL TERMS AND CONDITIONS

### 1. Basic of Contract

Organizer, legal and economic entity is

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

Telefon: +49 341 98972106 / -7  
Fax: +49 341 98972185  
Email: info@jagd-und-angeln.de  
Internet: www.jagd-und-angeln.de

The agra Veranstaltungen GmbH (hereinafter referred to as "organizer") is the contract partner of all exhibitors. The organizer is represented towards the exhibitors by the exhibition management. The contractual relationships 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 area via [www.jagd-und-angeln.de](http://www.jagd-und-angeln.de) or in written form by using the application forms provided, the conditions of participation, the nomenclature and the technical guidelines of the exhibition.

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

By signing the registration form, the applicant acknowledges these terms and conditions as 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 of 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 **2nd to 4th of October 2020** at the agra Veranstaltungsgelände Leipzig, Bornaische Straße 210, 04279 Leipzig/Germany.

#### 2.2. Opening Hours

The exhibition is open for visitors on Friday and Saturday from 9:00 am to 6:00 pm and on Sunday from 9:00 am to 5:00 pm. Exhibitors are admitted to the exhibition daily from 8:00 am to 8:00 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 04th of October 2020 at 5:00 pm. Substitution of exhibition goods during the official opening hours of the exhibition period may only be done in accordance with the organizers.

#### 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 the deconstruction 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 Tuesday the 28th of September 2020, daily from 8:00 am to 7:00 pm. Assembling beside this timetable needs authorization by the organizer. The exhibitor is responsible to provide its own security and lighting of the exhibition stand. Stand construction must be finished and all exhibits assembled until the 1st of October 2020 6pm sharp. Available, unused exhibition space after this point of time may be used differently by the organizers. The tardy exhibitor must nevertheless pay the exhibitors fee including VAT.

#### 2.5. Settings

Each exhibitor is obligated to provide an explicit and effective in advertising information e.g. company logo or name of the association. Rented stand partition

walls, rented floors, hall walls, pillars and other fixed structures may not be pasted, nailed, painted or damaged in any way.

#### 2.6. Deconstruction

Deconstruction of the stand is only allowed after the official end of the exhibition (4.10.2020 5:00 pm). In case of violation, the exhibitor has to pay a contract penalty of 2.000,- €. At the last day of the exhibition, the deconstruction can take place until 12:00 pm, and on the following days from 7:30 am to 6:00 pm. The complete deconstruction of the exhibition stand must be finished by the 7th of October 2020 at 12 am sharp. In case of deadline violations, 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 the expense and risk of the exhibitor.

### 3. Registration

#### 3.1. Submission

Event registration must be performed with the provided application form or on the official internet page of the organizer: [www.jagd-und-angeln.de](http://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 exhibition goods intended to display, on a separate sheet of paper.

Stands will be assigned according to this information. For subsequent changes requires the authorization of the organizer.

#### 3.2. Exhibition Space

The smallest exhibition space available is 9 m<sup>2</sup> indoors, and 10 m<sup>2</sup> in the outdoor area. The minimum depth of a stand is 3 m indoors and 2 m in the outdoor area. Only complete meters of exhibition space can be rented (length x depth of the stand). Measures made in centimeters at the application form will be rounded up to complete meters and charged accordingly.

Spatial requirements must be calculated precisely to prevent exhibition goods and parts of the roof or

stand from protruding into hallways or neighboring stands. The final dimensioning and localization of the stands will be determined by the organizer.

### 3.3. Registration Deadline

Registrations can be made until the 30th of June 2020 (beginning of stand assignment). In case of an overbooking, the assignment of stands will be given in order of submission. Applications submitted after the deadline may only be accepted if exhibition space is available. Until receipt of a stand confirmation or cancellation, the exhibitor shall be bound by his registration. This also applies in case the application is submitted after the deadline.

### 3.4. Confirmation of the Stand

The contract between the exhibitor and the organizer is legally binding by the provision of the written stand confirmation including location, stand number and dimension of the provided stand. In case of insignificant deviations between the application and the stand confirmation, the contract is valid 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 disagrees within 10 days after reception.

### 3.5. Stand Assignment

Assignment of exhibition stand is usually given according to the subject area of the presented exhibition goods. Preferences of the exhibitor regarding the location and size of the exhibition space will be considered by the organizer as accurately as possible. A special preference for a stand location by the exhibitor may not be a condition for contract validity.

Unauthorized exchange of stands is permitted.

### 3.6. 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.

## 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 of who is allowed to participate is held by the organizer. The organizer has the right to deny the participation of an exhibitor without naming a reason.

### 4.2. Exhibition goods

Only exhibition goods fitting thematically and mentioned specifically in the application form can be displayed. Products not mentioned in the application form are prohibited from being displayed unless they are necessary for presentational or advertising purposes of the presented exhibition goods. In case of violation, the organizer is allowed to remove the items concerned. If the exhibitor shows no reaction within three hours after receipt of the request, the organizer is allowed to remove the items concerned at exhibitor's risk and expense.

### 4.3. Animals as Exhibition Goods

For the exhibition of animals, an explicit permission by 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 met. 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. Retraction of the Stand Confirmation

The design and appearance 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 proven violations against the industrial property right (court ruling), 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

Entries in official media catalogues (exhibition catalogue, exhibitors' database) are obligatory and will be charged. A basic entry into the Exhibition Catalogue (Contact information plus description of exhibits with around 150 characters including spaces) charged with 24 € and a product group entry charged with 24 € is included.

Registration deadline for exhibitors is the 21st of August 2020. If information for the catalogue is not submitted until that date, information will be adopted according to the provided information of the main application. The organizer offers no guarantee for correctness and completeness of the media entries.

## 7. Charges

### 7.1. Stand Space Charges

Exhibition Hall:

Row Stand: 1 Side open, from 9 m<sup>2</sup>:  
EUR 54,00/m<sup>2</sup>

Corner stand: 2 sides open, from 12 m<sup>2</sup>:  
EUR 61,00/m<sup>2</sup>

End-of-isle stand: 3 sides open, on request:  
EUR 68,00/m<sup>2</sup>

Block stand: 4 sides open, on request:  
EUR 72,00/m<sup>2</sup>

Outdoor area: from 9 m<sup>2</sup>  
EUR 27,00/m<sup>2</sup>

Additional fee for gastronomical exhibitors serving drinks or snacks: EUR 5,00/ m<sup>2</sup>

The waste fee per stand is EUR 25,00 .

All stated prices refer to m<sup>2</sup> 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 1st.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 an incorrect tax information number. Exhibitors based outside of Europe must provide certification 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 m<sup>2</sup> 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:

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 of 3% of the invoice amount every beginning month 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 and rent.

### 8.3. Lien

If the exhibitor does not meet the payment obligations, the organizer is entitled to withhold exhibition goods and may dispose them by public auction if necessary or to sell himself upon written notification. The revenue shall be deducted from 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 bound to his 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 of 200,00 € plus value added tax.

### **9.2. Non-Participation**

Non-participation or reduction of the exhibition space shall not excuse the exhibitor from paying the full amount of the exhibitor's fee from the contractual agreement plus possible decoration costs necessary to ensure an overall appearance of the exhibition. The organizer is not obliged to accept a substitute exhibitor presented by the exhibitor. If the organizer succeeds in re-renting the space, the original exhibitor shall be liable to the organizer for an amount to equal costs of the substitute exhibitor, but a maximum of a 75 % reduced exhibitor fee.

Reallocation 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. Reallocation 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 recognizably 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 majeure, police instructions), the organizer has the right to postpone, curtail, extend, temporarily close, in part or completely, or cancel the exhibition 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 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**

If 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 from 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. Services**

By receiving the stand confirmation each exhibitor is being provided with an order form for exhibition 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 authorized by the organizer and must be mentioned in the application form. The organizer reserves the right to permit or deny the approval. The exhibitor is liable to fulfil all pertinent statutory regulations, especially food hygiene regulations. The exhibitor is obliged to 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 agents act willfully 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. Terms 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 exhibition goods 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 2020  
The Organizer