

TRADE FAIR AND EXHIBITION CONDITIONS (VERSION OF SEPTEMBER 2019)

1. General information

The event takes place under the name HANFEXPO (also called "event" here). The organiser of the HANFEXPO is

BLUUES Enterprise GmbH
Hüttelbergstraße 17/7
1140 Wien

Telefon: +43 1 89 08 771, Fax +43 1 8100018-880
www.hanfexpo.com, info@hanfexpo.com (called organiser in the following)

The event takes place in the MARX HALLE, Karl-Farkas-Gasse 19, A - 1030 Vienna.

The opening times of the event are

24th to 26th of April 2019 | CHILL-OUT-AREA on Friday and Saturday until 10 pm

Friday, 24th of April | 14:00 pm – 08:00 pm

Saturday, 25th of April | 11:00 am – 07:00 pm

Sunday, 26th of April | 11:00 am – 06:00 pm

The organiser reserves the right to change the start and the duration of the trade fair without the exhibitor being able to derive any claims against the organiser (such as withdrawal or damages).

The organiser uses the event area on the basis of a rental agreement with the HEY-U! Mediagroup, Helmut Qualtinger Gasse 2, Marxbox - Stiege 1, A – 1030 Vienna

2. Registration

Registration for participation as an exhibitor at the event requires the use of the organiser's registration form for the event or an offer signed by the exhibitor. By registering, the exhibitor declares to the organiser that he has a serious interest in participating in the event as an exhibitor. The registration form must be completed in full by the exhibitor and must be signed in a legally binding manner. Conditions or reservations of the exhibitor listed in the registration or order form will not be considered.

The registration is a legally binding and irrevocable offer for the exhibitor. Registrations with reservation are invalid. Deletions, additions and amendments in the registration or order form and in the conditions of the trade fair are ineffective. The organiser can request the submission of a list of goods from the exhibitor. event.

3. Approval, acceptance of registration

Domestic and foreign exhibitors whose exhibits correspond to the topic may be admitted. The organiser decides on the admission of the exhibitor to the event at his own discretion, taking into account the area capacities, the purpose and the structure of the event. The admission and thus the acceptance of the registration takes place by means of written confirmation by the organiser, as well as the allocation of space, which can take place simultaneously with, or after, the acceptance of the registration, in any case until receipt of the down payment. The organiser is not obliged to justify rejections of exhibition contracts and does not grant exhibitors a competitive exclusion. In the interest of the event (trade fair), the organiser is entitled, deviating from the confirmation of approval (acceptance of the registration), and allocation of space, to assign a place in a different location, to change the size of the place, to move entrances and exits to the trade fair grounds and to the halls or close them or make other structural changes. If this reduces the stand rental, the difference will be credited or refunded to the exhibitor at the organiser's discretion. Further claims, in particular claims for damages against the organiser, are excluded.

4. Stand set-up and stand design

The organiser will announce the booth setup times no later than 2 weeks before the start of the event. To ensure a uniform overall impression, guidelines for the stand set-up are prescribed by the organiser, which include binding requirements for the exhibitor. Prior to planning a stand set-up, the exhibitor is obliged to inform himself in good time about the structural conditions of his booked stand areas, such as pillars, fire protection equipment, supply channels and at the same time to inform the organiser of the same. The design and set-up of the stand must be carried out in such a manner that no adjacent stand areas are affected by exhibits, advertising space, show objects or otherwise. Exceeding the prescribed set-up height of 2.50 m is only permitted with the written consent of the organiser, who is free to grant this at the discretion of the exhibitor, also with the written consent of the adjacent exhibitors.

5. Customer interception

The interception of customers outside the trade fair area booked by the exhibitor, e.g. in the corridor, at the neighbouring stand, at the entrance, at the ticket offices or on the outdoor area of the trade fair, is prohibited in favour of all exhibitors. In case of infringement, the organiser issues a one-off admonition. In the case of repeated customer interception, the organiser has the right to block the trade fair area booked by the exhibitor for the entire duration of the trade fair. The exhibitor will not be reimbursed any costs in this case. The general interest of the event must be observed.

6. Exhibitors

During the opening hours of the event, the stand space must be staffed continuously with sufficient personnel and be accessible to visitors. The name and address of the exhibitor must be recognizable to everyone for the entire duration of the event.

Quality assurance: The exhibitors of the trade fair must fit in with the theme of the trade fair. The organiser can grant an exception only in special cases. The service or the product of the exhibitor must be legally permitted in Austria! The exhibitor agrees to inform himself about whether the goods he sells or the services that are provided are permitted according to Austrian law (product liability, Medicines Act, etc.) and whether all regulations under the customs conditions are complied with. By signing the registration form the exhibitor guarantees that he has the legal and professional competence for the offered services and products for Austria.

7. Stand dismantling

The organiser will announce the stand dismantling times no later than 2 weeks before the start of the event. Before the event is over, no stand may be completely or partially vacated. In the case of infringement, the exhibitor is obliged to pay the organiser a contractual penalty amounting to half of the gross stand rental agreed for the event. The stand area must be returned to the organiser in the original condition. Used material, foundations, damage as well as carpet adhesive tape and adhesive residues must be removed completely by the exhibitor and without damaging the substrate. Otherwise, the organiser is entitled to have this work carried out at the expense of the exhibitor. The assertion of further claims of the organiser against the exhibitor remains unaffected by this. Stands and exhibition goods which have not yet been dismantled or disposed of by the date set for the termination of the dismantling can be removed by the organiser at the expense of the exhibitor and stored at a forwarding agent at the expense of the exhibitor and excluding liability for loss or damage by the organiser. The assertion of further claims of the organiser against the exhibitor remains unaffected by this.

8. Liability of the exhibitor

The organiser assumes no obligation to care for trade fair goods, stand fittings or other items brought to the

event and excludes any liability for damages and loss. The organiser is liable for deliberate acts or gross negligence. In the case of a merely negligent breach of duty by the organiser or his agents, the liability is limited to contractually typical, foreseeable damage. In the case of slightly negligent infringement of insignificant contractual obligations, liability to entrepreneurs is completely omitted.

9. Conclusion of the contract, prohibition of assignment

Within the binding period of these trade fair and exhibition conditions, the exhibitor will receive a written confirmation or order confirmation from the organiser upon positive examination, whereby the exhibition contract between the organiser and the exhibitor is concluded. If the exhibitor does not take part in the event for whatever reason, the exhibitor must pay the organiser the entire contractually agreed stand rental and ancillary costs incurred by the organiser up to that date. The exhibitor is not entitled to assign claims from the exhibition contract with the organiser to third parties. Even an only-partial transfer of the stand requires the express written consent of the organiser and is only permitted against payment of a co-exhibitor fee.

10. Withdrawal of the registration

In the case of cancellation (withdrawal) of the registration, the exhibitor must pay the following cancellation fees to the organiser: up to 12 weeks before the start of the trade fair, 50% of the agreed stand rental; from 12 weeks before the start of the trade fair, 100% of the agreed stand rental; plus taxes, duties, other ancillary costs and any costs already incurred for the ordered technical and services as applicable. The cancellation fee must be paid as a lump-sum compensation irrespective of fault, whereby the exhibitor waives a reduction in the claim for damages, in particular the judicial moderation right for whatever reasons, including under the heading of adjustment of profits. The exhibitor acknowledges that the cancellation fee must be paid even if the organiser succeeds in renting or selling the stand to a third party. The pressing of a compensation claim which goes beyond the agreed cancellation fees, remains unaffected. The due date of the cancellation fee plus the additional payments depends on the cancellation invoice.

11. Stand rental and other fees, payment conditions

Upon receipt of the registration by post, fax or electronic transmission to the organiser, the exhibitor is obliged to attend the trade fair, subject to acceptance by the organiser. The respective rental prices stated on the registration form apply for the duration of the event. Every square meter or part thereof will be charged at the full rate. The stand rental and other fees are net amounts, in addition to which the statutory value added tax in the amount applicable at the time of the event is payable by the exhibitor.

12. Accounting and payment conditions

After admission (acceptance of registration), the exhibitor receives an invoice, which must be paid on time, so that the invoice amount is credited in full to the account at the latest 12 weeks before the start of the event without any deductions. Invoices issued after this date are due immediately. The exhibitor is obliged to pay all costs for ancillary services when invoiced, whereby the organiser is also entitled to demand advance payments for these services. For changes to invoices on the part of the exhibitor where the invoices changed have already been issued, a sum of EUR 25 plus 20% VAT per change will be charged. In any case, an invoice may specify different payment terms and dates that are binding to the exhibitor. The timely payment of the invoices and a possible registration fee as well as the settlement of any outstanding claims from previous events are prerequisites for the transfer of the assigned stand. Complaints regarding the invoice must be made within 5 working days after its receipt. After this time, the invoice is considered approved: complaints received thereafter are ineffective. In the event of late payment, 12% interest p.A. from the due date and EUR 10.00 per reminder are agreed. Any dunning and collection costs incurred must be reimbursed to the organiser, regardless of whether the dunning procedure is carried out by the exhibitor himself or by a third party contractor. This does not affect the costs of legal action and execution to be determined or determined by the courts. Reminders and collection fees, which are charged to the organiser by third parties, are in any case at the expense of the exhibitor. The exhibitor is not entitled to withhold payment of due invoices, to refuse the payment or to charge against it for counter claims of whatever kind.

13. Taxes, fees and charges

All taxes, fees and charges, in particular sales tax, legal fees and advertising fees, are borne by the exhibitor. All specified prices are net prices.

14. Marketing and service flat rate

The marketing and service flat rate includes the registration fee, a quota of exhibitor passes depending on the size of the stand, a parking card, AKM fees, basic entry into the company profile in the online exhibitor catalogue, basic entry into the printed exhibitor directory as well as various printed and electronic advertising media for the own advertising activities. Each exhibitor (including any co-exhibitors and sub-exhibitors) is required to be entered in the published exhibition catalogue. The minimum entries will be made at the expense of the exhibitor even if there is no express order from the exhibitor.

15. Withdrawal from the contract

The organiser is entitled to withdraw from the contract without a period of grace with immediate effect if the exhibitor fails to meet his payment obligations on time, or in the meantime insolvency proceedings, out-of-court settlement proceedings or a liquidation against the exhibitor takes place or is imminent.

16. Force majeure

If the event is wholly or partially impossible or cannot be carried out as intended due to an unforeseen event beyond the organiser's control, in particular as a result of terrorist acts, natural disasters, epidemics, government evacuation or decommissioning, structural changes on the part of the landlord, water damage or other force majeure, the organiser is entitled to withdraw from the contract. In the case of force majeure, the organiser is obliged to inform the exhibitor immediately about the partial or complete impossibility of carrying out the event and to reimburse payments made in case of complete impracticability, pro rata payments in case of partial impracticability. The assertion of further claims of the exhibitor against the organiser is excluded in this case.

17. Catering

Catering is operated exclusively by the organiser or a contractual partner of the organiser. Exceptions require the express written permission of the organiser. In case of non-compliance, the organiser is entitled to close the stand after prior short-term request or to cease direct sales (direct delivery) and/or hospitality.

18. Exhibitor passes

The passes are non-transferable, chargeable & only for the stand's own personnel. Each exhibitor receives a quota of exhibitor passes free of charge for himself and his stand personnel, which is determined by the organiser depending respectively on the stand size. Additional exhibitor passes required can be obtained for a fee.

19. Technical stand installation

Basic installations on the supply lines for electricity and water may only be carried out by contractual partners

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of the organiser. Electricity, water and other technical connections are possible against payment of connection and usage fees. All electrical devices, systems and installations must comply with the regulations of the ÖVE and the local and event legal regulations and requirements. Electrical installations may only be carried out by licensed companies. The connection and the inspection take place exclusively via the licensed trade fair electrician. The technical guidelines for exhibitors and stand builders are an integral part of this agreement. The operation of an exhibitor's own WLAN transmitter by an exhibitor is nevertheless inadmissible, if despite the observance of the above-mentioned conditions, impairments to technical devices of the trade fair result, in particular impairments of the fair trade WLAN operated by partners of the organiser. In the case of disruption of technical devices of the trade fair operation by the operation of a WLAN, the organiser has the right to take all necessary measures, up to the shut-down of the supply systems for the exhibition stand (Internet, voltage), which are necessary to ensure trouble-free operation of the technical devices of the trade fair operation. The exhibitor must follow appropriate instructions of the organiser, if necessary switch off the WLAN operated by him at the request of the organiser and in case of a violation of this guideline replace the expenses incurred for the localization and elimination of the disturbance.

20. Liability and damages

The organiser assumes no liability for theft, loss or damage to goods brought in or left by the exhibitor or third parties, in particular exhibition and stand equipment articles. The organiser is not obliged to conclude any insurance policies. The organiser assumes no liability for the vehicles parked by the exhibitor, his employees or contractual partners on the trade fair grounds. The exhibitor is liable for any damage caused by him, his employees, his contractual partners or by his exhibits and devices to persons or property. The organiser must be indemnified and held harmless. In the set-up or dismantling period, each exhibitor has an increased duty of care for the safety of his goods. Valuable and easily movable exhibits must be removed from the trade fair stand outside of trade fair opening hours (especially at night) and be kept by the exhibitor himself at his own risk. The organiser is not liable for property, health or other damages of any kind whatsoever arising in connection with the preparation, execution or processing of an exhibition by the exhibitor himself, his employees or third persons for whatever reason. The organiser is not liable for lost profits.

This exclusion of liability also applies if damages are caused by defects in buildings or facilities of the organiser. The organiser is only liable if the damages were caused intentionally by him or his people. It is up to the injured party to prove this prerequisite. The exhibitor cannot derive any claim against the organiser from the actions or omissions of other exhibitors, their people or contractual partners. In the event of any other waiver, the exhibitor must immediately declare any defects in writing, and give the organiser the opportunity to remedy the defect. Any claims of the exhibitor must be reported to the organiser immediately in writing, otherwise they shall be considered as forfeited. No liability is assumed for faulty inclusions or entries in the official trade fair catalogue and/or other trade fair print matter (misprints, form errors, incorrect classification, non-inclusion, etc.). The organiser does not accept shipments for the exhibitor and is not liable for any losses, or for incorrect or late delivery. The exhibition forwarder stores exhibition and packaging goods at the expense and risk of the exhibitor. Staying overnight in the halls and in the outdoor area is prohibited.

21. Trade fair insurance

The stand rental does not include insurance for the items brought into the stand, the trade fair stand and all other items of trade fair equipment. If insurance is taken out with the organiser or an insurance company, the conditions stated separately in writing regarding the conclusion of the insurance policy shall apply.

22. Advertising of the exhibitor at the event location

Transfers of space and advertising in pictures, sound and writing for companies other than those of the exhibitor require the express written consent of the organiser. Banners, company signs, advertisements and other advertising material may not be placed or distributed outside the exhibition stand, may not protrude into the corridors and must not exceed the height of 250 cm. The attachment of billboards, posters or other advertising material or the distribution of advertising material outside the stand, especially on the parking spaces, is only allowed by separate agreement with the organiser against separate compensation. In case of unfair competition against other exhibitors, the organiser is entitled to close the stand immediately, in which case a reduction of the stand rental and other costs are excluded.

23. Lectures

On the part of the organiser, exhibitors are offered the possibility for presenting lectures. By registering, the exhibitor has not yet acquired the right to make such a presentation. Who is involved in the framework programme will be decided solely by the organiser.

24. House rules

The house rules of MARX HALLE and of the organiser must be obeyed.

25. Special event, presentation

All types of special events and presentations on the stands or on the event grounds require the written consent of the organiser. The organiser is entitled to restrict or prohibit presentations despite prior approval, where they cause noise, dirt, dust, fumes and the like, or which otherwise interfere with the orderly course of the trade fair. Flashes and flashing writing on the exhibition stand are not permitted. The use of gases and vapours (dry ice, etc.) requires approval. The halls are equipped with fire alarm systems, false alarms of the fire brigade will be charged to the person causing them. Laser systems must be submitted to the relevant Municipal Department for approval by the exhibitor. Acoustic or audiovisual presentations on the trade fair stand must be designed in such a manner that any noise does not exceed 40 dBA, measured at the edge of the stand. If, at the request of the trade fair management, a higher than the permitted noise level is not immediately discontinued, the trade fair management reserves the right to take appropriate measures - and to close the stand where appropriate. Registrations at AKM must be carried out by the respective companies themselves.

26. Setting up game and music devices

The setting up of devices, whose operation can result in a gain of money or monetary value or in which the game result depends on chance, dexterity, etc., and devices with game result displays, must be registered for entertainment tax by the exhibitor before the start of the trade fair. In addition, a licence at the respective trade fair stand must be applied for by the exhibitor 6 weeks prior to the start of the trade fair. The equipment may only be operated when a licence has been granted. The exhibitor must indemnify and hold the organiser harmless from the operation of such devices.

27. ECO event

If the event is carried out as an eco-event, the taking along, use and distribution of aluminium cans is strictly forbidden. Drinks must be dispensed from reusable bottles or other reusable containers if the type of beverage is available in reusable form. All requirements are specified by www.okeoevent.at.

28. Filming and photographing

The organiser is granted the right to photograph and film in the event grounds and to use the photographs for his or general publications. In this context, the exhibitor waives all objections arising from industrial property rights, in particular copyright and the law against unfair competition (UWG). The exhibitor is not permitted to make or have made films, photographs, drawings or other illustrations of exhibits and exhibited goods outside his own stand.

29. Cleaning

The organiser takes care of the cleaning of the grounds and the corridors in the halls. The cleaning of the

stands is incumbent upon the exhibitors. On the order and at the expense of the exhibitor, cleaning companies approved by the organiser take over the stand cleaning. Packaging material and waste that the exhibitor throws into the corridor or puts aside are removed at the expense of the exhibitor. The disposal of hazardous waste must be arranged by the exhibitor himself.

30. Transport and parking

Driving on the trade fair halls with motor vehicles of any kind is generally prohibited during the trade fair event. In the case of special transports, written approval must be obtained from the organiser in good time. From the end of the set-up, all vehicles must be removed from the entrances, driveways, fire brigade zones and press parking spaces without restriction. During the trade fair, trucks over 3.5 tons may not be parked in the parking spaces. Any failure to comply with the above shall be treated as trespass, and the organiser shall be at liberty to have unlawfully parked vehicles removed at the vehicle owner's expense.

31. Surveillance

During the trade fairs (including set-up and dismantling times), the organiser will provide the general surveillance of the event areas, however without assuming any liability for losses or damages to objects. The exhibitor himself is responsible for the monitoring and supervision of the stand area and the stand. This also applies during the set-up and dismantling times, before the start and after the end of the event. The exhibitors have no legal claim to separate stand surveillance (theft protection) being carried out. Additional stand surveillance must be ordered separately by the exhibitor and be settled directly with the commissioned company. Stand surveillance specially commissioned by the exhibitor must, insofar as it takes place during the opening hours of the trade fair centre, be declared in writing to the organiser in good time, stating the dates of the surveillance company. The use of third-party surveillance companies commissioned by the exhibitor for guarding the stand outside the opening hours of the trade fair centre also requires prior written approval of the organiser.

32. Violation of the trade fair conditions, violation of the law

The trade fair and exhibition conditions, all information, conditions, rules and legal regulations listed in the service folder as well as the relevant statutory provisions and event regulations must be strictly observed. In particular, all fire protection regulations, all trade and local police regulations as well as the house rules must be observed. Measures ordered by authority representatives must be carried out immediately by the exhibitor and at his own expense. Non-observance and / or violations of the trade fair conditions, contractual agreements and house rules as well as violation of legal regulations, entitle the organiser to immediately close the assigned stand at the exhibitor's expense and to evict him without legal proceedings. The orders and instructions of the organiser and his representatives must be obeyed unconditionally by the exhibitor, his personnel and contractual partners. This applies in particular to the parking space belonging to the trade fair grounds. Smoking is generally prohibited in the event rooms.

33. Declaration of consent according to data protection and telecommunications law

The exhibitor agrees to the use of the data provided by him in the registration form. Exhibitor data are used in marketing for the event. A revocation is possible at any time and renders further use of the data inadmissible. The exhibitor agrees - with a right of revocation at any time - to be informed in future by the trade fair organiser about trade fair events by email or by post.

34. Written form, customary law

Amendments, additions and additions must be made in writing. This also applies to the departure from the written form. Verbal collateral agreements are ineffective. The exhibitor cannot derive any rights whatsoever from previous events or contracts.

35. General provisions, place of jurisdiction, place of fulfilment

Austrian law applies exclusively. Place of jurisdiction and place of fulfilment for both parts is Vienna. The invalidity of individual exhibition conditions does not affect the validity of the other provisions. The contract will therefore not be dissolved.

DATA PROTECTION DECLARATION

1. Personal data collected from or transmitted by the exhibitor may be used for the fulfilment of the business purposes of BLUUES Enterprise GmbH within the framework of the statutory data protection regulations.
2. The exhibitor agrees to be listed in the list of exhibitors of HANFEXPO (online + print) and to the publication of data made in the interests of the event, e.g. in the online exhibitor directory, trade fair guide (printed exhibitor directory), hall plans (print & online), list of exhibitors in print & online media. The data will remain accessible to the public for up to two years, even after the event, in the online exhibitor directory and in the online hall plan. The printed media will be passed on to third parties. The data are thus accessible to the public for an unlimited time period. This consent can be revoked at any time in writing by email to info@hanfexpo.com.
3. BLUUES Enterprise GmbH and its affiliated companies are also entitled to use this personal data to contact you by letter, email, telephone or fax. An overview of the company can be called up on the website www.hanfexpo.com. This consent can be revoked at any time in writing by email to info@hanfexpo.com.
4. The exhibitor must ensure the data protection requirements of the above uses through appropriate measures (e.g. consent of his employees). The exhibitor is liable to BLUUES Enterprise GmbH for damages and expenses resulting from the breach of this obligation and shall exempt BLUUES Enterprise GmbH from any claims of third parties. This consent can be revoked at any time in writing by email to info@hanfexpo.com.
5. The exhibitor accepts that all their data made known at the time of booking, as well as all related agreements and orders, will be forwarded to the tax office or the tax adviser of the organiser. The exhibitor accepts that all their data of the exhibitor made known at the time of booking, as well as all related agreements and orders, all correspondence relating to the booking and its facts, are passed on to suppliers, public authorities, the tax office, courts, legal representatives and legal protection if necessary. This consent can be revoked at any time in writing by email to info@hanfexpo.com. STATE JUNE 2018