

Terms of Participation and Payment

■ Part I

■ Force majeure

(1) In the event of force majeure, TrendSet reserves the right to cancel the event, relocate it in terms of place or reschedule it in terms of time (postponing) and change the duration. Force majeure within the meaning of the aforementioned paragraph will exist in particular in the event of diseases (including epidemics and pandemics), insofar as at least a moderate level of danger is determined by the Robert Koch Institute, fire damage, flooding at the venue, strikes, legal lockouts or other external events which are unconnected in operational terms and cannot be averted by the utmost care that can reasonably be expected. The exhibitor must be informed of this in at least text form.

(2) In the event of

- a cancellation within the meaning of the preceding paragraph, the price of participation will be refunded. However, costs for services booked or already provided will be retained.
- postponement within the meaning of the preceding paragraph, registration for the postponed trade fair will also be considered registration for the newly determined time/place. In this case, exhibitors will be entitled to cancel their participation in the new date within one week of receiving the announcement of the new date.
- a change within the meaning of the preceding paragraph, the exhibitors will not be entitled to any right of withdrawal or termination, nor will they be entitled to any other claims, in particular claims for damages against TrendSet.

(3) In the event that the event which has already opened is cancelled as a result of events which lie outside TrendSet's control, any termination or assertion of other claims, in particular a claim for damages, is excluded. This will also apply if TrendSet is forced to close or clean, either temporarily or for a longer period of time, one or more areas of the event or even the entire event area. This will also include restrictions on use in the contractually assigned stand area or the entrances thereto which arises as a result of renovation or conversion measures or as a result of official regulations and/or requirements.

■ General information

The event is a trade fair for interior and lifestyle and is not public. Only commercial buyers and other specialist visitors are admitted as visitors.

■ Housing right

TrendSet has the right to house the exhibition space. By registering, exhibitors and their employees will be subject to these General Terms and Conditions as well as all TrendSet regulations.

■ Inclusion

(1) Exclusively the following General Terms and Conditions (GTCs) will apply to the business relationship between us (TrendSet GmbH – hereinafter referred to as: TrendSet) as the organiser and the exhibitors. These General Terms and Conditions will only apply if the participating company (Section 14 German Civil Code (BGB)) is a legal entity under public law or a special fund under public law.

(2) By placing an order (see: Stand registration), the participant acknowledges the General Terms and Conditions of TrendSet. Deviating, conflicting or supplementary general terms and conditions of the participant will only become part of the contract if and insofar as TrendSet has expressly agreed to their validity in text form.

(3) Individual agreements concluded with the participant in individual cases (including ancillary agreements, supplements and amendments) will always take precedence over these GTCs. A written contract or confirmation (written or in text form) of TrendSet will be decisive in determining the content of these agreements, subject to evidence to the contrary.

(4) Legally relevant declarations and notifications of the participant with regard to the contract (e.g., setting of a deadline, notification of defects, withdrawal, etc.), must be made in writing or in text form (e.g., letter, email, fax). Statutory form requirements and further evidence, in particular in case of doubts as to the legitimacy of the person making the declaration, will remain unaffected.

(5) References to the applicability of legal provisions will serve only the purpose of clarification. Even without such clarification, the statutory provisions will thus apply unless they are directly amended or expressly excluded in these GTCs.

■ Liability

(1) Insofar as nothing else arises from these conditions, including any subsequent provisions, TrendSet will be liable in the event of a breach of contractual and non-contractual obligations in accordance with the statutory provisions.

(2) TrendSet will be liable for damages – regardless of the legal reason – in the context of liability for intent and gross negligence. In the event of simple negligence, subject to a milder liability standard, TrendSet will be liable in accordance with the legal regulations (e.g., exercising care in one's own affairs) only for

- injury to life, limb or health,
- for damages arising from a not inconsiderable violation of an essential contractual obligation (obligation whose fulfilment renders the proper execution of the Contract possible in the first place and on whose compliance the contractual partner regularly relies and may rely); in this case, however, the organiser's liability will be limited to compensation for the foreseeable, typically occurring damage.

(3) The basis for claims under data protection law is not covered by this liability regulation.

■ Place and duration

The place and duration of the event are indicated in the registration form. The opening and closing times are regulated in the „Important notes for assembly and disassembly“.

■ Prices and fees

The square metre, electricity, showcase installation and furniture prices can be found in the currently valid registration form and the Technical Order and will be charged plus the currently applicable VAT in Germany at the rate of 19%.

■ Photographic and film recordings

Photographs and films will be taken at the event. TrendSet will use the recordings to document the event and for public relations. They will be used on the TrendSet website, in print media for communication with exhibitors and visitors (including acquisition) as well as on TrendSet social media channels.

Selected recordings will be offered to specialist media for download on the website in the context of press work.

Beyond this, the other information will apply, available at: www.trendset.de/datenschutz-foto-und-film

■ Part II: For exhibitors

■ Authorisation

(1) Only commercial representatives or companies whose products fit with the event's exhibition programme will be authorised as exhibitors. The composition of the event according to sectors and groups of products is carried out by TrendSet.

(2) No entitlement to be admitted to the exhibition may be derived from filing an application.

(3) TrendSet can exclude individual exhibitors or groups of exhibitors from participation for objectively justified reasons, in particular if the available exhibition space is not sufficient or its capacities are limited by authorities, without stating reasons.

(4) TrendSet will decide on admitting exhibitors at its due discretion, taking into account the stand space available for the event, its purpose and its structure.

(5) Admission to the exhibition will be communicated to the exhibitor in at least text form in the form of a stand confirmation, in which the stand number, stand dimensions (size) and the stand type are determined. The stand confirmation purely refers to the use of the specifically designated stand space, without walls partitioning the stand being included. The stand confirmation will be issued approximately 8 – 10 weeks after the specified registration deadline and apply exclusively for the named exhibitor (intuitu personae).

(6) The contract between the exhibitor and the organiser will arise when the stand confirmation is issued. The stand confirmation will not be issued if the exhibitor has outstanding invoices from previous trade fairs vis-à-vis TrendSet.

(7) In special cases, TrendSet will be authorised to relocate stands as well as make changes to the stand size and type, including without

the exhibitor's consent. The change will be communicated to the exhibitor in text form. In such a case, the exhibitor will have the right to cancel within two weeks of being notified of the change without incurring any cancellation fees. Cancellation must be carried out in writing or text form.

■ Design of the stand, assembly and disassembly

(1) The exhibitor will in principle be responsible for designing the stand. However, at least the following characteristics must be met: Company sign, carpet and observance of the instructions in „Technical equipment“.

(2) Stand walls up to a height of 2.50m will not be subject to approval. Exceeding a stand height of 2.50m will require approval from the exhibition management team.

(3) The assembly and disassembly times are specified in the „Important assembly and disassembly instructions“, which will be sent to the exhibitor in text form with the stand confirmation. The specified times must be observed without exception. TrendSet can have other stand areas which are not assembled or occupied by the specified time.

(4) Exhibitors are obliged to keep the stands occupied at all times during the opening hours.

■ Joint stand participant/ Joint stand organizer

(1) Joint stand participants may also be admitted to the events.

(2) Joint stand participants are exhibitors with personnel and their own offerings at a joint stand rented from a joint stand organizer. The joint stand participant is subject to the same conditions of participation as the joint stand organizer. The joint stand organizer is obliged to include the General Terms and Conditions of TrendSet in the contract with its joint stand participants. In the case of the allocation of joint stands, the confirmation of participation is sent exclusively to the joint stand organizer. The latter becomes the sole contractual partner of TrendSet. Self-exhibiting joint stand organizers are also admitted.

(3) The admission of a joint stand participant without the consent of TrendSet entitles TrendSet to terminate the contract with the joint stand organizer without notice and to have the stand vacated at the joint stand organizer's expense. In such a case, the exhibitor shall remain obliged to pay the full stand rental fee or the full complete stand package price and no refund shall be made.

(4) If an early set-up is booked by several exhibitors of the joint stand, the costs for the early set-up shall be charged per exhibitor.

■ Stand assignment

(1) TrendSet will allocate stands according to exhibition-specific aspects of infrastructural conditions, taking into account special stand requests. The exhibition management team will attempt to comply with exhibitors' wishes; this will not constitute a legal obligation. The date on which the application is received is not decisive here. In particular, applicants may not invoke participation in previous events.

(2) TrendSet will be entitled to make rearrangements and changes to the stand size of up to 20%. Following confirmation, these deviations will only give rise to a right of withdrawal if the exhibitor has been unreasonably disadvantaged. In the event of changes greater than 20% or in the event of changes to the type of stand, the exhibitor will have the right to cancel until two weeks after they were notified of the change without incurring any cancellation fees. The cancellation must be made in writing or text form.

(3) Stands of less than 16m² can only be granted in exceptional cases.

(4) The stand area will be defined without consideration of projections, pillars, columns, installation connections and other fixtures. Each square metre commenced will be charged in full.

(5) Complaints regarding the trade fair stand must be made in writing to the exhibition management team no later than 12:00 noon on the first day of the trade fair.

■ Stand registration and catalogue entry

(1) The registration and entry into the online catalogue for the event, which must be carried out within the registration period, must be completed in full and signed/stamped with a company stamp. The stand registration together with the entry in the online catalogue is binding.

(2) Should a co-exhibitor exhibit his own stand space and brands,

Terms of Participation and Payment

TrendSet is entitled to additionally charge, among other things, costs for premature assembly, waste disposal, liability insurance.

(3) An entry in the online catalogue will only be created for the respective exhibitor, whereby the exhibitor bears full responsibility for the entry.

■ Technical equipment

(1) The general safety provisions must be observed when designing the stand. In particular, only flame-retardant materials in accordance with DIN 4102 may be used for decoration.

(2) Safety equipment such as fire extinguishers, hydrants and signs for these must not be covered or built over. Compliance with other fire regulations is also essential.

(3) All work on supply systems (electricity, water, gas) may only be carried out by the installers approved by the hall's lessor.

(4) Stand covers will be subject to special fire protection regulations and it is thus imperative that they be registered.

(5) TrendSet can close stands which fail to comply with the safety regulations. It will also be entitled to do so if there are nuisances such as odours, noises and other emissions coming from a stand and the exhibitors fail to rectify a previously communicated request to remove these. This will also apply if the stand's design violates moral standards or public order. Any claims of the exhibitor arising from their stand's closure are excluded.

(6) TrendSet will provide general lighting and heating for the halls. The costs of connecting these to the individual stands will be borne by the exhibitors. The costs will be calculated by TrendSet and passed on to the exhibitor according to the present price list in the technical order booklet.

(7) Electrical equipment, lighting fixtures, machinery, etc., must be switched off every day when leaving the stand. All damage resulting from failure to comply with this provision must be borne by the exhibitors in each case. TrendSet will accept no liability whatsoever for damage caused by the occurrence of any technical malfunctions in the event of fluctuations in performance or force majeure or if the supply is interrupted by order of the fire brigade or the public utility company.

■ Subletting

Any subletting of stand space or transfer of stand claims is excluded. In the event of an infringement, TrendSet will be entitled to cancel the stand registration and terminate the contractual relationship without notice.

■ Ban on working on Sundays

Exhibitors must ensure that employees used for their stand who are not family members are exempted from the ban on working on Sundays within the meaning of Section 105 of the Industrial Code (GeWO).

■ Sales processing

Exhibitors and their employees must conduct themselves correctly within the community of exhibitors in every respect and may not unreasonably interfere with the interests of the other exhibitors. In individual cases, TrendSet will be entitled to issue the necessary instructions and to exclude exhibitors from the event either for a period of time or permanently in the event of gross violations. Claims for compensation of the exhibitor are excluded in this regard.

■ Lien

TrendSet will be entitled to a lien on the items brought in by the exhibitors for claims against exhibitors for the leasing of stand areas. Section 562a German Civil Code (BGB) will not apply. TrendSet will not be liable for damage or loss of the pledged goods.

■ Limitation period

All claims of exhibitors arising from the contractual relationship vis-à-vis TrendSet will expire within 6 months. The limitation period will commence at the end of the month in which the event's closing day falls.

■ Insurance

Exhibitors will be obliged to cover their liability and that of their employees arising from violations of legal interests of other persons with a sufficient insurance policy; this must be demonstrated upon TrendSet's request. The conclusion of a public liability insurance policy will be mandatory as well as taken over by TrendSet for each exhibitor. Beyond this, the exhibitor will be responsible for their insurance coverage.

■ Exhibitor liability

(1) During the exhibition, exhibitors will be obliged to monitor their own stand and ensure that the applicable accident prevention regulations are observed.

(2) The respective exhibitor will be liable for all damage to the building or inventory caused by the exhibitor or their vicarious agents.

(3) All rental items and rented furniture must be returned in perfect condition. The exhibitor must compensate any damage caused by improper handling.

(4) Exhibitors will be responsible for ensuring that the approvals required for their own activities as well as those of their representatives at the stand are present and that the applicable regulations are observed.

■ Customs and fiscal measures

The exhibitor will themselves be responsible for all customs and tax obligations.

■ Part III: Terms of payment, cancellation

■ Invoicing

(1) Exhibitors will receive 2 invoices before the trade fair starts (stand invoice and technical invoice) regarding the stand rent, advertising costs, furniture, electricity, walls, carpet, etc. Timely payment of the partial invoices constitutes a prerequisite for participation in the trade fair. After the event, a final invoice with the final ancillary costs will be prepared and sent to the respective exhibitor.

(2) All invoices will be due for payment two weeks following receipt.

(3) All invoice amounts are exclusive of the applicable VAT.

(4) Complaints regarding invoices must be submitted to TrendSet in writing or text form within 14 days of the invoice's receipt.

(5) All invoice amounts will be debited from the exhibitor's account by direct debit mandate. In the event of vouchers, the amount will be transferred to the account.

(6) Any payments made will be offset against the outstanding claims from previous events, unless a payment stipulation is concluded upon payment.

(7) In the case of a community of exhibitors, all invoices will be sent to a single exhibitor (primary exhibitor).

(8) Should the exhibitors fail to arrive, all claims arising from the fulfilment of the contract will remain in effect in each case.

■ Offsetting

Exhibitors will only be entitled to offset with counterclaims or to assert a right of retention insofar as the counterclaim is either undisputed or legally established.

■ Withdrawal, cancellation of registration

(1) Exhibitors can withdraw from the contract in writing up to 10 working days after receiving the stand confirmation unless the stand has already been confirmed in writing by the exhibitor. A right of withdrawal once the 10-day period has expired will only be possible with the express consent of TrendSet in text form. In justified exceptional cases, a right of withdrawal will be granted in the event of unreasonable disadvantage. This deadline applies irrespective of the signature on the registration documents.

(2) If the conditions in the previous paragraph are not met, the registration can be cancelled, in which case cancellation fees will be due in accordance with the following paragraph.

(3) If a request to open judicial insolvency proceedings on the assets of the exhibitors is made or such a request is rejected due to lack of assets, TrendSet will be entitled to terminate the contract without notice. TrendSet must be informed that an application to open judicial insolvency proceedings has been submitted immediately. The cancellation fees will apply accordingly to the payment obligations.

■ Cancellation fees

(1) TrendSet is entitled to demand cancellation fees, with these being calculated as follows:

up to 4 weeks pre trade fair	50% of the stand rent (plus advertising costs)
starting 4 weeks pre trade fair	100% of the stand rent (plus advertising costs)

Exhibitors remain free to prove that TrendSet has incurred less or no damage as a result of the cancellation. TrendSet reserves the right to claim that higher damage has actually occurred.

(2) Additional costs (e.g., for carpets, wall construction, plants, rented furniture, electrics) incurred by the organiser due to short-term cancellations in order to maintain the appearance of the trade fair may be charged in addition to the cancellation costs.

■ Contractual penalty

Certain conditions can result in TrendSet being able to stipulate a contractual penalty for violation of the participation conditions.

■ Part IV: Data Protection

The exhibitor expressly agrees to TrendSet storing, processing or passing on personal data in accordance with the Federal Data Protection Act insofar as this is carried out for expressly business purposes. Personal data collected from or transmitted by the exhibitor may be used to fulfil the business purposes of TrendSet GmbH within the framework of the statutory data protection regulations. TrendSet GmbH and its affiliated companies will thus also be entitled to use this personal data to provide regular information on the services of TrendSet GmbH and its affiliated companies by letter, email, telephone or fax. The exhibitor is obliged to ensure the data protection requirements for the above uses are fulfilled through suitable measures (e.g., consent of its employees). The exhibitor will be liable to TrendSet GmbH for damages and expenses arising from the breach of this obligation and will indemnify TrendSet GmbH against any corresponding claims of third parties when first requested to do so.

■ Part V: Jurisdiction and miscellaneous

■ Place of performance, place of jurisdiction, applicable law

The place of jurisdiction and place of performance is exclusively Munich, insofar as this is legally permissible. German law will apply to the contractual relationship.

■ Final provisions

All agreements, individual approvals and special regulations will require textual confirmation from TrendSet.

■ Severability clause

Should any provision of these participation conditions be or become wholly or partially ineffective or should a loophole emerge in these participation conditions, this will not affect the validity of these participation conditions beyond this.

All agreements, individual approvals and special regulations will require textual confirmation from TrendSet.

(As of: December 2023)