



# General Terms and Conditions for Exhibitors and Sponsors

The following general terms and conditions are valid between your company as exhibitor or sponsor and JavaLand GmbH.

Besides these general terms and conditions, the specification of services for the event is also applicable. You will find the specification of services in the guide for exhibitors and sponsors for the appropriate event, on the event website, or as supplementary sheet for the request for tender of the event.

**Contract partner** in accordance with the declaration in the specification of services is the

JavaLand GmbH, legally represented by CEO Fried Saacke, Tempelhofer Weg 64, 12347 Berlin, Amtsgericht Charlottenburg HRB 178259, USt-ID: DE 240 700 058.

If you have any queries, please contact our organizers responsible for the event.

## Contact

### JavaLand GmbH

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**These general terms and conditions are only applicable for businesses in the sense of § 14 German Civil Code. Businesses in the sense of § 14 German Civil Code are also persons who act in their trade or entrepreneur field of action. The offer of JavaLand is not directed towards consumers in the sense of § 13 German Civil Code. Please contact us if you are a consumer in this context.**

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## CONTRACT PARTNER AND CONTRACT COMPLETION

### 1 Event Organizer and Contract Partner

#### 1.1 JavaLand

The JavaLand is organized by JavaLand GmbH, which is the contract partner. When parts of the services are rendered by third parties who require a separate contract, these separate general terms and conditions are also applicable for these services.

#### 1.2 Exhibitors, Sub-Exhibitors, and Sponsors

Your company will be referred to as exhibitor or sponsor, depending on the specification of service. As exhibitor, you have the option to include sub-exhibitors, provided this is agreed upon in the specification of service and on the appropriate conditions. You are the contract partner for these sub-exhibitors. However, you have to impose the obligations of this contract on your sub-exhibitors as well so that JavaLand has a right to direct action.

### 2 Contract Completion

2.1 The specification of service for exhibitors and sponsors is a non-binding invitation to tender of your company. Only the declared services or service packages are bookable. Individual services are not bookable. Your offer can only be carried out in the manner declared in the specification of service.

2.2 A contract only comes about when JavaLand explicitly accepts your offer. Even when, on your order, JavaLand transmits a changed offer and you then order this offer, the contract only comes about by the explicit acceptance of JavaLand.

2.3 JavaLand accepts the offer of your company within one month after receipt or declines it. For this period, you are bound to your offer to complete a contract.

2.4 All subsidiary agreements with the sales department of JavaLand require text or written form in order to be effective.

## SUBJECT OF THE CONTRACT AND REGULATIONS

### 3 Subject of the Contract Exhibitor

3.1 Subject of the contract as exhibitor is the rent of a stand space with basic equipment, the rent of an optional stand equipment, and an entry in the list of exhibitors of JavaLand for an event.

3.2 Contract partner for potentially included stand equipment and further services regarding the exhibition stand construction is the exhibition construction company in the specification of service.

3.3 Details on the services and applicable prices are declared in the specification of service. Special services may be ordered for an additional fee provided this is intended in the specification of service or in the offers of the appointed service providers.

3.4 Rental periods for the designated area and equipment derive from the confirmation of the specification of service. The rental period for the stand equipment begins with the transfer of the installed stand at the earliest.

3.5 Sub-rental to sub-exhibitors is only permitted with prior agreement of JavaLand for the payment of an additional fee. The agreement is granted by JavaLand with the notification of acceptance (compare 2.2).

3.6 If the service of JavaLand or a service provider is dependent on an act of cooperation of your company as



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exhibitor and this act is not performed, JavaLand and the service provider are, after effectless re-setting of a deadline, freed from the service, provided there is no fixed end date.

3.7 Furthermore, the site rules and rules of usage of the corresponding event location apply for exhibitors and sub-exhibitors.

3.8 JavaLand may demand a contractual penalty from the exhibitor and sub-exhibitor in the amount of 50% of the agreed price if, despite uncanceled contract, one of the following event occurs:

- The stand space is cleared partly or in full before the end of the event in accordance with the specification of service.
- The stand is not recognizably operated during exhibition times.
- The stand space is not cleared in full after the determined clearing time in accordance with the specification of service.

In the last case, the exhibitor also has to pay the costs for the clearance.

## 4 Subject of the Contract Sponsoring

4.1 Subject of the contract as sponsor is the reference as sponsor in return of a payment or payment in kind. Event may also be a series of events or another chance for sponsoring.

4.2 Details on the services and applicable counter-performances are declared in the specification of service. Special services may be ordered for an additional fee provided this is intended in the specification of service or in the offers of the appointed service providers.

4.3 If the service of JavaLand or a service provider is dependent on an act of cooperation of your company as sponsor and this act is not performed, JavaLand and the service provider are, after effectless re-setting of a deadline, freed from the service, provided there is no fixed end date.

## 5 Business Acts

5.1 Exhibitors, sub-exhibitor, and sponsors are only permitted to perform business acts in the sense of the UWG (law against unfair competition) for their own products.

5.2 Exhibitors, sub-exhibitors, and sponsors are not permitted to violate commercial property rights of JavaLand and its affiliates, particularly the brand JavaLand, and other third parties as well as competition law, by their business acts during the event.

5.3 Exhibitors, sub-exhibitors, and sponsors must release JavaLand when it is accused of unfair business acts in the sense of the UWG and competition law due to acts of your company during an event or sponsoring.

5.4 Your company takes the sole responsibility for the contents made available and release JavaLand from third-party claims. JavaLand reserves the right to refuse contents provided by your company due to content, origin, or technical form after unified, objectively justified principles of JavaLand when the content, to its professional judgment, violates third-party rights, laws, authority regulations, or morality, or the publication would be unacceptable for JavaLand, without being obliged to check the contents.

5.5 When your company provides texts for editorial use, JavaLand reserves the right to change these texts, considering your interests, if this seems necessary for the appropriate publication.

## CHANGES AFTER CONTRACT COMPLETION

### 6 Changes to the Subject of the Contract

6.1 Changes to the subject of the contract after contract completion and after expiration of the applicable deadlines to carry out the individual services are principally excluded, as long as this is not provided in the specification of service.

6.2 When there are mandatory effective, technical, or legal reasons that make it necessary to change initially granted services of the exhibitor or sponsor, JavaLand reserves the right to change the content of the service after contract completion when the change, while maintaining the same service, does not imply considerable disadvantages. In this case, there are neither compensation claims nor a right to withdrawal to the benefit of the exhibitor or sponsor.

### 7 Cancellation, Termination, and Withdrawal

7.1 Cancellation of the order is excluded. However, your company may inform JavaLand to abandon the future service partly or in full whereby a reduction of the fee does not occur.

7.2 Termination of the order is excluded.

7.3 An exceptional termination for important reason is permitted when a remedial action of the important reason after effectless expiration of a legally suitable deadline does not occur by the other applicable contract partner.

7.4 When JavaLand terminates the contract due to important reason caused by your company as exhibitor or sponsor, then your company is liable for a general compensation of 50 % of the agreed price. When a contract completion with another exhibitor or sponsor with the conditions of terminated contract is successful, the compensation claims are reduced to 25 % of the agreed price. The exhibitor remains free to prove minor damage in any case.

7.5 JavaLand has the right to withdraw from the contract when

- a payment does not take place by the deadline,
- or a payment does not take place after effortless grace period,
- or the stand space is not recognizably occupied at exhibition time.

When the exhibitor is responsible for the withdrawal, 7.4 is applicable regarding the general compensation claim due to JavaLand.

7.6 When the event must be canceled for reasons for which JavaLand is not responsible, JavaLand has an exceptional right to withdrawal. The back fee for unperformed service parts principally takes place in accordance with the general scheme in this case. For exhibitions, in the case of a non-responsible cancellation prior to the event period, the fee in case of cancellation is only in the amount of 40 %. During the event period, the fee in case of cancellation is due in the amount of 80 %. For sponsoring, in the case of a non-responsible cancellation prior to the event period, the fee in case of cancellation is only in the amount of 50 %. During the event period, the fee in case of cancellation is due in the amount of 90 %. Your company remains free to prove minor damage.

### 8 Cancellation of additional Tickets

Tickets for the appropriate event can be canceled when they exceed the tickets booked as the applicable contingent of the specification of service.

- Cancellations until the 42. day prior to event start are free of charge.



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- In case of cancellations between the 42. and 15. day prior to event start, a cancellation fee of 50 % of the participation fee is due.
- In case of cancellations starting from the 14. day prior to event start, a cancellation fee in the amount of the participation fee is due.

Your company is permitted to prove minor damage.

## PRICES AND CONDITIONS OF PAYMENT

### 9 Prices

9.1 The prices declared in the specification of service are fixed prices. Discounts and bulk prices are excluded. Multiple usage may lead to a change in prices in accordance with the conditions in the specification of service.

9.2 All prices are subject to the applicable sales tax.

### 10 Conditions of Payment

10.1 JavaLand may invoice the agreed price partly or in full prior to service provision.

10.2 The fee is due after receipt of the invoice and payment must be made within 14 calendar days after receipt of the invoice. The deadline is 3 calendar days when there are less than 14 calendar days between receipt of the invoice and the beginning of the event.

10.3 In the event of default, default interest in the amount of 8 % p.a. above the base interest rate is due. JavaLand may set back further performance of the current order until payment in case of default.

## WARRANTY AND LIABILITY

### 11 Warranty of JavaLand

11.1 Stand space and stand equipment are transferred to the exhibitor at transfer time. When the exhibitor notices defects that significantly reduce usability at or after transfer, he has to report these defects within an hour to the responsible person named by JavaLand. Otherwise, claims of the exhibitor exceeding the removal of the defect are excluded.

11.2 Compensating measures will be immediately communicated to the sponsor. Defects in the execution must be immediately reported by the sponsor. Initially, JavaLand must be granted a reasonable deadline for rework. When this deadline passes without effect, the sponsor is authorized for price reduction or withdrawal.

11.3 For a non-performed entry without the fault of JavaLand, incorrect details, and typographical errors in the list of exhibitors, JavaLand, its legal representatives and subcontractors are not liable.

### 12 Liability of JavaLand

JavaLand is liable to your company for damage from injury of life, body or health, based on an intentional or negligent violation of duty of JavaLand, a legal representative or subcontractor. Similarly, JavaLand is liable for other damage based on an intentional or grossly negligent violation of duty of JavaLand, a legal representative or subcontractor. In other cases, provided this is legally permitted, a liability of JavaLand is excluded or, as long as this is permitted, limited to the typically predictable damage at contract completion. The objection to contributory negligence remains.

### 13 Liability of the Exhibitor or Sponsor

13.1 Your company is liable for damage originating from your own company, your subcontractors, or ordered service providers, or operation of equipment utilized. This also includes the duty to implement safety precautions for a transferred stand space and the appropriate paths to the stand.

13.2 Your company releases JavaLand from potential third-party claims regarding injury acts or omission of the exhibitor or sponsor and his subcontractors.

13.3 Your company has a suitable insurance coverage that must be verified to JavaLand on request.

13.4 Apart from that, the legal regulations regarding liability against third parties and among each other apply.

## MISCELLANEOUS

### 14 Photo, Film, Television, and Audio Recordings

14.1 For the preservation of intellectual property, the production of photo, film, television, and audio recordings (recordings) is generally prohibited at events of JavaLand.

14.2 However, exhibitors and sponsors have the option to send a request per e-mail to JavaLand and obtain permission under the following conditions: Permissions are principally not granted for presentations. The request must include kind and scope of your planned recordings, number of persons in the camera crew, purpose of use, and kind and scope of publication.

14.3 The granted permission must be carried along and presented on demand. The permission does not include potential rights of third parties; required authorizations must be obtained by the exhibition partner. If the exhibition partner plans to use the recordings not only internally but also outside of his company, he must notify JavaLand in a suitable form and must send the produced recording to JavaLand in advance to obtain a specified publication permission.

14.4 Photo and film recordings for strictly private purposes without intention of publication do not require permission, as long as these recordings only show short clips of the event. Accredited media are also exempt.

### 15 Place of Fulfillment Place of Jurisdiction

15.1 Except for payment obligations with Berlin as place of fulfillment, Nuremberg is agreed upon as place of fulfillment for all obligations.

15.2 Berlin is declared as place of jurisdiction, where permissible.

15.3 If a provision of this contract is unfeasible or ineffective, the other provisions of the contract shall not be affected.