

1 Organiser

The user of the general participation terms and conditions and the organiser is **Carl Hanser Verlag GmbH & Co. KG**, Kolbergerstraße 22, 81679 Munich, Germany, Conventions and Trade Fairs, Phone: +49 89 99830-0, Fax: +49 89 99830-157, E-mail: tagungen@hanser.de, Internet: www.hanser.de, (referred to as the "organiser" in the following).

The organiser is authorised to transfer the rights and obligations arising from the contractual relationship between the exhibitor and organiser to a third party, in whole or in part. These general participation terms and conditions and all other terms and conditions included by the organiser, such as special participation terms and conditions and possibly technical terms and conditions for the respective trade fair, apply exclusively. Deviating business terms and conditions of exhibitors are not recognised.

2 Offer, trade fair topic, exhibitors, co-exhibitors

2.1 Offer

The organiser offers presentation space/exhibition space to the exhibitor for rent in the course of the trade fair. Beyond this, the organiser and/or third parties commissioned by the organiser may provide additional services for the exhibitor, such as the rental of exhibition stand equipment/furnishings, exhibition stand construction, sponsoring, promotional activities etc.

2.2 Trade fair theme

The theme for the trade fair is adequately specified in the special participation terms and conditions for the respective trade fair.

2.3 Exhibitors, approval of companies and exhibits

All domestic and foreign manufacturers, service providers, associations, trade publications, corporations under public law and companies authorised by a manufacturer's plant to exhibit its products can be approved. All exhibits have to correspond to the list of goods and services prepared by the exhibitor for the exhibition and/or the trade fair theme, and must be precisely described in the registration (which simultaneously serves as an application for approval). The exhibition stand also has to be approved by the organiser according to no. 4. Exhibits other than those registered and approved by the organiser may not be exhibited. The decision to approve companies, co-exhibitors and additional represented companies (see no. 2.4) as well as exhibits rests with the organiser. There is no legal right to approval. Organisers of joint exhibition stands are not considered exhibitors. For a joint exhibition stand, an exhibitor has to submit a registration that lists the other participants of the joint exhibition stand as co-exhibitors.

2.4 Co-exhibitors and additional represented companies

A written application must be submitted for the approval of co-exhibitors and additional represented companies (including affiliate companies such as subsidiaries and sister companies). An additional fee has to be paid for each co-exhibitor and each additional represented company. Beyond that, the exhibitor does not have the right to allow third parties to use the exhibition space – even without consideration.

3 Registration

Registering for a trade fair and ordering additional services must be done exclusively using the organiser's registration forms, with acceptance of the general and special participation terms and conditions as well as any technical terms and conditions. Exhibitors have to submit a precise description of their exhibits, including the weight and dimensions in case of machines and systems. Product descriptions for presentation have to be submitted by request of the organiser. Registration is binding regardless of approval by the organiser. Upon receipt by the organiser, registration is complete and binding until notification regarding approval or non-approval. Assignment of exhibition space. The assignment of exhibition space is up to the organiser. The legitimate interests of the exhibitor are taken into account at the organiser's equitable discretion.

4 Approval, conclusion of the contract

The decision to accept the registration and approve the exhibitor rests with the organiser, where applicable following a hearing. Approval as an exhibitor with the intended exhibits and/or technical presentations is confirmed by the organiser in writing. By issuing the approval, a legally binding exhibition contract with agreement on additional services is concluded between the exhibitor and organiser. If the content of the notice of approval (such as exhibition stand area, layout) deviates from the content of the exhibitor's registration, the contract is concluded according to the content of the notice of approval unless the exhibitor objects in writing within two weeks. The organiser has the right to revoke the approval if it was issued based on incorrect information or assumptions. If necessary due to unavoidable technical or organisational reasons, the organiser even after the contract is concluded has the right to assign an exhibition stand in a different location deviating from the exhibition stand assignment to the exhibitor, to change the size of the exhibition space, and to relocate or close exhibition site entrances and exits. This does not entitle the exhibitor to a right of withdrawal.

5 Payment terms

The payment dates according to the approval and/or special participation terms and conditions for the respective trade fair must be met. Full advance payment of the invoice amounts is a prerequisite for occupying the exhibition space, for the entry into a catalogue if applicable, and for delivery of the exhibitor IDs. All invoice amounts for invoices issued by the organiser or a third party commissioned by the organiser and related to the event have to be paid with no deductions, free of costs and citing the customer number, by bank transfer in euros to the account stated on the invoice.

6 Withdrawal

6.1 Organiser right of withdrawal

If the exhibitor fails to make the payments due according to the contract, the organiser may withdraw from the contract after a grace period for performance granted to the exhibitor has elapsed to no avail. Granting a grace period can be omitted in cases according to Section 323(2) of the German Civil Code (BGB). The organiser may also withdraw from the contract if the exhibitor violates a contractual obligation to respect the rights, objects of legal protection and interests of the organiser and adhering to the contract is no longer reasonable for the organiser. In all of the aforementioned cases of withdrawal by the organiser, the organiser in addition to withdrawal also has the right to demand all agreed payments from the exhibitor as blanket compensation. However, the organiser also has the right to demand additional compensation.

The exhibitor may demand a reduction of the blanket compensation, subject to providing proof that the organiser incurred lower damages than the asserted claim for blanket compensation.

6.2 Exhibitor right of withdrawal

After approval of the exhibitor for the trade fair and conclusion of the contract, withdrawal or a reduction of exhibition stand space by the exhibitor is generally no longer possible, unless the reason for withdrawal is due to gross negligence or intent on the part of the organiser. This applies correspondingly for any additional agreed services. If the exhibitor cancels their participation in the trade fair, the organiser has the right to otherwise dispose of the area rented to the exhibitor. This applies regardless of whether the exhibitor as a right of withdrawal.

An exhibitor who cancels their participation in the trade fair with no right of withdrawal is obliged to make all agreed payments to the organiser if the exhibition space is vacant at the time of the event. This also applies if the organiser has otherwise used the space. In this case however, the organiser has to offset the value of reduced expenditures and the benefits obtained from otherwise using the exhibition space. Additional agreements regarding the exhibitor's withdrawal may be defined in the special participation terms and conditions for the trade fair.

7 Force majeure, cancellation of the event

If the trade fair does not take place due to force majeure or other circumstances beyond the organiser's control, or conducting the event has become unreasonable for the organiser and the organiser cancels the event for one of these reasons, each party bears its incurred costs up to that date. The organiser is not liable for damages or disadvantages of the exhibitor. Insofar as the organiser has made advance payments of costs that are borne by the exhibitor according to the general participation terms and conditions, the special participation terms and conditions for the trade fair or other contractual provisions, the exhibitor has to reimburse those costs. If the organiser is forced to evacuate an exhibition space, temporarily or for an extended period of time, due to force majeure or other reasons beyond the organiser's control, or to delay or shorten the duration of the trade fair, this does not justify any claims for damages or other claims for costs already incurred by the exhibitor against the organiser.

8 Liability, indemnification, limitation period, set-off

8.1 Liability of the organiser

Claims for damages and the reimbursement of expenditures by the exhibitor (in the following: claims for damages) are excluded. This does not apply in case of mandatory legal liability of the organiser, in particular due to intent, gross negligence, the loss of life, physical injury or the impairment of health, or a violation of essential contractual obligations. However, claims for damages due to the violation of essential contractual obligations are limited to the foreseeable damages typical for the contract, except in case of intent, gross negligence or liability due to the loss of life, physical injury or the impairment of health; this limitation of liability applies only in regards to businesspersons, legal persons under public law and special funds under public law. In particular, the organiser is not liable for damage to and the loss of items brought in by the exhibitor, exhibition stand equipment and elements in regards to exhibitors who are businesspersons, legal persons under public law or special funds under public law, regardless of when the damage or loss occurs. This applies correspondingly for the vehicles parked on the exhibition site by exhibitors, their employees or agents. The preceding provisions do not shift the burden of proof to the detriment of the exhibitor.

8.2 Liability of the exhibitor, obligation of the exhibitor to obtain insurance coverage

The exhibitor is liable for all damages culpably caused by the exhibitor, its employees, agents or exhibition items and equipment. In particular, the exhibitor is liable for all damages culpably caused by the violation of the exhibitor's duty of care, particularly due to the improper treatment of supply and disposal lines, toilets, heating systems, transmission lines and the like. The exhibitor has to take steps to prevent visitors and third parties from causing damage or injuring persons in their exhibition space. The exhibitor is liable for all personal injuries and damage to property caused by visitors or third parties due to inadequate supervision by the exhibitor in the course of the trade fair. The exhibitor is liable for all damages to buildings, halls and furnishings caused by the exhibitor or its employees, assistants and agents or their employees. Furthermore, the exhibitor is liable for all damages to window and door glass as well as display windows caused by the exhibitor or its employees, assistants and agents or their employees, except in case of intent or gross negligence on the part of the organiser or its assistants. The exhibitor is liable for all damages caused by putting into operation any technical equipment brought in by the exhibitor, unless such damages are due to intent or gross negligence on the part of the organiser or its assistants. Before setting up machines, apparatuses and other installations, the exhibitor has to enquire with the organiser and/or trade fair company about the permissible loads, in particular point loads, of the hall floors and must observe the stated maximum loads. Each exhibitor is obliged to obtain sufficient insurance coverage for the stated risks from an insurer approved in the European Union and to make all related payments that are due in a timely manner.

8.3 Responsibility for legal admissibility, in particular under competition law, and admissibility in regards to proprietary rights, indemnification of the organiser by the exhibitor

The exhibitor bears sole responsibility for the legal admissibility, in particular also under competition law, of the data, images, etc. and advertisement(s) published in (where applicable) a list of exhibitors, trade fair catalogue and Internet database at the instigation of the exhibitor, and for ensuring that these do not violate any third-party industrial property rights (such as trademark rights, copyrights and the like). In case a third party asserts claims against the organiser due to the inadmissibility of an advertisement or other published data based on a legal and/or competition law violation or a violation of industrial property rights, the exhibitor indemnifies the organiser from all asserted claims including all incurred costs required for legal defence. This indemnification obligation on the exhibitor's part also applies when claims are asserted due to an advertisement or other published data of a co-exhibitor of the exhibitor or an additional company represented at the exhibitor's stand. The organiser is obliged to promptly notify the exhibitor when a third party asserts such claims against the organiser and to coordinate its legal defence with the exhibitor.

8.4 Claims of the exhibitor, limitation periods

Claims of the exhibitor against the organiser arising from the contractual relationship and all related claims have to be asserted by means of written notice to the organiser within 10 days after the end of the trade fair. Should defects or disruptions occur during the trade fair, the organiser has to be notified promptly. Otherwise asserting corresponding claims is excluded. This does not apply to claims due to the loss of life, personal injury or the impairment of health, tort claims, malice and self-inflicted impossibility. Claims of the exhibitor expire at the end of three months unless the organiser is liable due to intent. The regular limitation period applies in this case and for claims due to the loss of life, personal injury or the impairment of health, tort claims, malice and self-inflicted impossibility.

8.5 Set-off, retention

The exhibitor only has a right to set-off or right of retention against the organiser for claims that are legally established, undisputed or recognised by the organiser.

9 Domestic authority, exclusion from future trade fairs due to violation of the participation terms and conditions

9.1 The trade fair company has domestic authority for the entire duration of the trade fair, including setup and take-down, and can exercise it against anybody at any time. In addition however, the organiser exercises domestic authority jointly with the trade fair company for the duration from the setup to the take-down of the trade fair. The instructions of the organiser and/or its assistants must be followed.

9.2 The organiser has the right to exclude exhibitors who, notwithstanding corresponding notice from the organiser, violate the general participation terms and conditions or the special participation terms and conditions applicable for the respective trade fair, from participating in future trade fairs without prejudice to all other rights.

10 Photography, filming, video recording and sketching

10.1 Filming, photography, sketching and video recording are only permitted within the exhibition halls by persons approved in this regard by the organiser who have a valid ID issued by the organiser. In all other cases, taking photographs or other images of the exhibition stands is prohibited. In case of violations, the organiser may take legal action to demand the surrender of the image material.

10.2 The organiser has the right to have photographs, sketches, films and videos of trade fair events, the exhibition stands and the exhibits prepared and to use these for promotional purposes or general press releases.

11 Management

Catering services are reserved exclusively for catering service providers engaged by the trade fair company or organiser. Use of the exhibition space for catering purposes by the exhibitor is fundamentally excluded unless permission is granted in exceptional cases.

12 Advertising

Distributing printed matter and using advertising media is only permitted in the exhibitor's own space. Carrying out promotional measures outside the exhibition stand is prohibited on the exhibition site. In particular, promotional measures also include the use of persons as advertising vehicles and the distribution or posting of advertising materials of any kind (posters, stickers, brochures etc.). The organiser has the authority to expel persons used as advertising vehicles contrary to the rules from the exhibition site, to confiscate/remove and destroy impermissible advertising media and to demand blanket compensation of EUR 300 plus VAT per case from the exhibitor for whom the promotional measures were carried out. The organiser's right to demand additional compensation remains unaffected. The exhibitor may request a reduction of the compensation amount, subject to providing proof that the expenditures incurred by the organiser were lower.

13 Combating trademark and product piracy

The exhibitor is obliged to respect the preferential proprietary rights of third parties. In case the exhibitor is duly informed that they are violating the preferential proprietary rights of third parties by exhibiting or offering products or services, through a promotional presentation or in other ways, the exhibitor obliges themselves in advance to remove the items in question from the exhibition stand.

14 Hall supervision, cleaning, garbage disposal

14.1 The organiser provides general hall supervision on the trade fair and exhibition site exclusively outside the opening hours of the trade fair/exhibition. Custody, safekeeping or other services to protect the interests of the exhibitors are not provided.

14.2 The organiser looks after general cleaning of the site and hall corridors. Cleaning the exhibition stand/exhibition space is the responsibility of the exhibitor. This needs to be completed daily before the event opens. The exhibitor has to contract a cleaning firm named by the organiser for exhibition stand cleaning.

14.3 The exhibitor is obliged to utilise the organiser's waste avoidance and disposal concepts. If the exhibitor leaves waste or items behind after clearing the exhibition space, the organiser has the right to have these materials removed and destroyed at the exhibitor's expense.

15 Data protection

Personal data disclosed to the organiser by the exhibitor in the course of registration and subsequent contractual performance are stored subject to the provisions of the Federal Data Protection Act (BDSG) and the Telemedia Act (TMG) of the Federal Republic of Germany and used for the purpose of carrying out the contractual business processes with the exhibitor, sending out offers related to the event and providing information before and after the event. The exhibitor has the right to inform the organiser in writing that further information about subsequent events is not wanted.

16 Written form requirement, severability clause, applicable law, place of fulfilment, jurisdiction

16.1 Written form requirement

All contractual agreements between the exhibitor and organiser must be in written form in order to be effective. This also applies to a waiver of this written form requirement.

16.2 Severability clause

Should any provisions of these general participation terms and conditions or other contract provisions between the exhibitor and organiser violate mandatory law or otherwise be or become invalid or ineffective, in whole or in part, the validity of the remaining provisions shall not be affected. An invalid or ineffective provision shall be replaced by an effective provision that comes as close as possible to the economic intent of the parties when the contract was concluded.

16.3 Applicable law

The parties agree that the legal relationship between the organiser and exhibitor is based exclusively on the laws of the Federal Republic of Germany under exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

16.4 Place of fulfilment and jurisdiction

For both parties, the place of fulfilment and jurisdiction for all disputes arising from these general participation terms and conditions, the special participation terms and conditions applicable for the respective trade fair and other contractual terms and provisions between the parties or related to their legal relationship is Munich.

Last update: March 2020

Special participation terms and conditions for KUTENO – Kunststofftechnik Nord, 01 – 03.09.2020

1 Event

KUTENO – Kunststofftechnik Nord

The compact supplier trade fair for the plastic processing industry in northern Germany.

A2 Forum Rheda-Wiedenbrück, 01 – 03.09.2020

2 Organiser

The organiser of KUTENO – Kunststofftechnik Nord is Carl Hanser Verlag GmbH & Co. KG, Kolbergerstraße 22, 81679 Munich, Germany, Conventions and Trade Fairs, Phone: +49 89 99830-0, Fax: 49 89 99830-157, E-mail: kuteno@hanser.de, Internet: www.kuteno.de,

3 Trade fair theme

The KUTENO – Kunststofftechnik Nord trade fair is a B2B industry platform for the plastic processing industry (see trade fair brochure). The exhibitors are suppliers for the plastic processing industry, including: materials, machines, tools, equipment, auxiliary materials, services.

4 Setup and take-down

All delivery and setup vehicles have to be removed from the grounds by the end of the setup time. Driving in the hall is prohibited. Vehicles still on the grounds after the aforementioned time will be removed by the organiser at the risk and expense of the respective exhibitor. The current setup and take-down times will be published in a timely manner on www.kuteno.de. Trade fair hours are as follows: 01 and 03.09.2020 from 9:00 am to 5:00 pm, 02.09.2020 from 9:00 am to 4:00 pm.

5 Deadline for registration

Registration closing date for the exhibition: 31.07.2020. Only written registrations will be considered. A surcharge applies if exhibition stand construction, furniture and supply lines are not booked in a timely manner. Timely and complete delivery cannot be guaranteed in case of late registration.

6 Co-exhibitors and additional represented companies

See no. 2.4 of the general participation terms and conditions regarding the approval of co-exhibitors. A fee of EUR 460 (plus VAT) applies for each co-exhibitor and additional represented company. Co-exhibitors that are concealed, as in not registered, but prominent/clearly visible and identifiable are obliged to subsequently pay the blanket co-exhibitor fee within 10 days from the invoice date. A blanket organisation fee of EUR 200 (plus VAT) is charged in addition.

7 Payment terms and conditions

Invoices will be issued from start of June. Booking invoices are payable within 10 days after receiving with no deductions. Full advance payment of the invoice amounts is a prerequisite for occupying the exhibition space and for the entry into the catalogue. For VAT law reasons, invoices can only be issued in the name of the exhibitor as the beneficiary and contractual partner, but not to another invoice recipient named by the exhibitor. The organiser has the right to engage service providers for invoicing. Meeting the agreed payment terms is required. If the invoice amounts are not remitted in a timely manner to the organiser's or agent's account stated on the invoice, the organiser may charge late payment interest with no prior reminder at the rate of 8 percentage points p.a. above the prime rate according to Section 247 BGB until payment is received.

8 Exhibitor right of withdrawal

A notice of withdrawal must be issued in writing and approved by the organiser. If withdrawal is permitted by the organiser after binding registration and approval, the following cancellation fees apply, plus VAT: from 27.04.2020 to 31.05.2020: 75% of the booked services; from 01.06.2020: 100% of the booked services (including any ordered furniture and supply services). Withdrawal of the main exhibitor results in simultaneous withdrawal of co-exhibitors.

9 Exhibition stand staffing

The exhibitor approved by the organiser is obliged to take part in the trade fair and commence operation of the exhibition stand in a timely manner. During the prescribed opening hours and for the duration of the trade fair, the exhibition stand has to be properly furnished and staffed by knowledgeable personnel. If an exhibitor fails to occupy their exhibition stand or does not vacate it in a timely manner, the exhibitor – regardless of the paid services – obliges themselves to pay a contract penalty of EUR 1,500 (plus VAT) to the organiser or a third party appointed by the same.

10 Exhibition stand design and furnishings

The minimum exhibition stand size is 9 square metres. Obtaining the required official and other permits under public law as well as complying with registration obligations (with public authorities and the GEMA) and bearing costs associated with this and with meeting official requirements is the exhibitor's responsibility for the entire exhibition stand. The exhibitor is responsible for the transport, operational and fire safety of the entire exhibition stand as well as compliance with all related applicable legal provisions, even insofar as the exhibition stand is furnished and/or operated by co-exhibitors or additional represented companies. The exhibitor is obliged to cease operation of their exhibition stand if the machines, systems, equipment or fixtures of the exhibitor are not operational or if compliance with the operating regulations cannot be assured.

11 Exhibition stand partition walls

Exhibition stand partition walls are provided by the organiser and must not be damaged, otherwise the exhibitor will be billed for the damaged walls. In case of participation with own exhibition stand construction, the exhibitor is obliged to set up exhibition stand partition walls using undamaged, white board material with a height of 2.50 m.

12 Technical equipment, connections, consumption costs

Orders for supply services can only be taken into account if they are placed in a timely manner till 24.07.2020 through the online shop under www.kuteno.de. The exhibitor is not permitted to independently modify the electricity supply and/or lighting.

13 Prefabricated exhibition stands

The renter is aware that the rental property is generally used multiple times for exhibition purposes and not always good as new. Ceding the rental property to third parties is not permitted. At the time of delivery, the renter is obliged to confirm the proper condition, transport safety and completeness of the rental property.

14 Complaints

Complaints regarding exhibition stand rentals or invoices have to be submitted in writing within 14 days after receipt, no later than by the day before the event. A letter of complaint must be submitted promptly to the lessor or one of their assistants. If the exhibition stand is not staffed at the time of delivery, the rental property is deemed to be delivered in proper condition upon placement within the exhibition stand space. The organiser is not obliged to check the identification of personnel present at the exhibition stand.

15 Exhibitor IDs

Each exhibitor is provided with exhibitor IDs at no charge. Exhibitor IDs must be ordered through the online shop at www.kuteno.de. The exhibitor IDs are intended solely for exhibition stand personnel; ceding them to third parties is prohibited. Abuse leads to revocation with no replacement. In case of co-exhibitors or additional represented companies, an additional free exhibitor ID is respectively issued.

16 Changes

The organiser reserves the right to implement changes and endorsements to the extent required for technical realisation or safety. Otherwise the technical provision of the A2 Forum apply.

Last update: March 2020