Joint exhibition stands of the Federal Republic of Germany
ProWine China - International Trade Fair for Wines and Spirits
08. Nov. - 10. Nov. 2022, Shanghai, China, People's Republic

Hamburg Messe und Congress GmbH
Messeplatz 1
20357 Hamburg
Germany

Realisation and exhibition management (implementation company within the meaning of the General Conditions of Participation)
Hamburg Messe und Congress GmbH
http://www.hamburg-messe.de
Phone: +49 40 3569-0

Project manager:
Sybille Lang
sybille.lang@hamburg-messe.de
Phone: +49 40 3569-2293
Fax: +49 40 3569-692293

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**Registration**
We hereby register as participants at the above-mentioned participation.
Please note: Sub-exhibitors have to be registered separately.

<table>
<thead>
<tr>
<th>1. Participant</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company name: ______</td>
</tr>
<tr>
<td>Street: ______</td>
</tr>
<tr>
<td>Postcode &amp; town: ______</td>
</tr>
<tr>
<td>Federal state: ______</td>
</tr>
<tr>
<td>VAT ID: ______</td>
</tr>
<tr>
<td>Contact partner: ______</td>
</tr>
<tr>
<td>Phone: ______</td>
</tr>
<tr>
<td>Fax: ______</td>
</tr>
<tr>
<td>E-Mail: ______</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Required exhibition space</th>
</tr>
</thead>
<tbody>
<tr>
<td>All amounts indicated below are subject, where applicable, to statutory German and to statutory foreign taxation</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2.1. Square meter</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1.1. Participation up to and including the 4th time:</td>
</tr>
<tr>
<td>• ______ m² hall space incl. stand construction 399,- €/m² (up to 100 m², minimum area 9 m²)</td>
</tr>
<tr>
<td>2.1.2. Participation for the 5th time or more:</td>
</tr>
<tr>
<td>• not applicable</td>
</tr>
<tr>
<td>2.1.3. Participation fee/s for space 100 sq.m. in the hall as well as exhibitors, which cannot sign the attached declaration regarding double-funding respectively participation of the public sector (public authorities or public companies):</td>
</tr>
<tr>
<td>• ______ m² hall space incl. stand construction 800,- €/m² (minimum area 9 m²)</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>2.2. Further Options</th>
</tr>
</thead>
<tbody>
<tr>
<td>• not applicable</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2.3. Packages</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.3.1. Participation up to and including the 4th time:</td>
</tr>
<tr>
<td>• 2100,- € / Participant</td>
</tr>
<tr>
<td>2.3.2. Participation for the 5th time or more:</td>
</tr>
<tr>
<td>• entfällt</td>
</tr>
<tr>
<td>2.3.3. Participation of exhibitors, that cannot sign the attached declaration declaration regarding double-funding respectively participation of the public sector (public authorities or public companies):</td>
</tr>
<tr>
<td>• 3200,- / Participant</td>
</tr>
</tbody>
</table>

Closing date for registrations: 31. August 2022
3. **Mandatory Fee/s** (do not depend on number of participations)
   • not applicable

4. **Connections** (do not depend on number of participations)
   • not applicable

5. **Exhibition goods** (At information stand: product range)
<table>
<thead>
<tr>
<th>Dimensions</th>
<th>Weight</th>
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We have noted and acknowledged the General and Special Conditions of Participation. We undertake only to exhibit products which are produced according to No. 8 of the General Conditions for Participations of the Federal Republic of Germany at trade fairs and exhibitions abroad. We have completed and enclosed the registration appendices. We agree to the computer-aided recording, storage, and forwarding of company details to third parties. We declare, that insolvency proceedings have not been filed or opened for our assets or that we have not issued or are obliged to make a statutory declaration in accordance with sec. 802c Civil Code of Civil Procedure (ZPO) or sec. 384 of the German Tax Code (AO) 1977.

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Place, date  
Company stamp & legally binding signature

Enclosures:
• Appendix to registration form: Special Conditions of Participation
• Appendix to registration form: General Conditions of Participation
• Appendix to registration form: Declaration regarding double-funding respectively participation of the public sector (public authorities or public companies)
• Appendix to registration form: Alternative address for invoices
• Confirmation of assumption of costs
• Application of a sub-exhibitor by the main-exhibitor
Appendix to registration form
(Mandatory: please return with the registration form)

Exhibitor
Company: __________________________
Street: ____________________________
ZipCode, Town: ____________________
Federal state: ______________________
Managing Director: ________________
Commercial Reg.-No.: ______________
District court: _____________________
Contact partner: _________________

Declaration regarding double-funding respectively participation of the public sector
(public authorities or public companies)

With our registration for the official joint exhibition stands at the
ProWine China - International Trade Fair for Wines and Spirits
08. Nov. - 10. Nov. 2022, Shanghai, China, People's Republic

I hereby declare/we hereby declare, that I/we do not receive any institutional fundings granted/covered by public resources.

I hereby declare/we hereby declare, that I/we do not receive any further public support out of project fundings for the participation at this trade fair/exhibition.

I hereby declare/we hereby declare, that my/our company is not a federal, state or municipal authority, is neither a state development institution nor any other legal entity under public law.

I hereby declare/we hereby declare that my/our company is not directly or indirectly majority-owned by a religious community/communities or by a legal entity/entities under public law.

Place, Date __________________________

Company stamp & legally binding signature

AMP.BMEL_G_Form_L.Registration.English • Copyright AUMA e.V. • Version 13 • 03.2017
**Joint exhibition stands of the Federal Republic of Germany**

**ProWine China - International Trade Fair for Wines and Spirits**  
08. Nov. - 10. Nov. 2022, Shanghai, China, People's Republic

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**Alternative address for invoices**

**Exhibitor**

Company:  
Street:  
ZipCode, Town:  
Federal state:

---

**Exhibition**

**ProWine China - International Trade Fair for Wines and Spirits**  
08. Nov. - 10. Nov. 2022, Shanghai, China, People's Republic

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**Alternative address for invoices**

| Company: |  |
| Address: |  |
| ZipCode: |  |
| Postbox: | Name:  |
| Postbox ZipCode: | Phone:  |
| Town: | Fax:  |
| Country: | E-Mail:  |

---

**Place, Date**  

Company stamp & legally binding signature
Joint exhibition stands of the Federal Republic of Germany
Firmengemeinschaftsausstellung der Bundesrepublik Deutschland

ProWine China - International Trade Fair for Wines and Spirits
08. Nov. - 10. Nov. 2022, Shanghai, China, People's Republic

Hamburg Messe und Congress GmbH
Messeplatz 1
20357 Hamburg
Germany

Organiser

In cooperation with

Realisation and exhibition management (implementation company within the meaning of the General Conditions of Participation)
Hamburg Messe und Congress GmbH
http://www.hamburg-messe.de
Phone: +49 40 3569-0
Project manager:
Sybille Lang
sybille.lang@hamburg-messe.de
Phone: +49 40 3569-2293
Fax: +49 40 3569-692293

Confirmation of assumption of costs regarding the above mentioned Joint exhibition stands
Kostenübernahmeerklärung zur oben genannten Firmengemeinschaftsausstellung

1. Exhibitor / Aussteller

Company/Firma: 
Street/Straße: 
ZipCode, Town/PLZ, Ort: 
Federal State/Bundesland: 
ID No./Ident-Nr.: 
Order No./Auftrags-Nr.: 

We request you to assert your claims resulting from our applications for the above event and from our participation in the said event against the debtor stated under 2, who is jointly and severally liable. We are aware that we will be released from our obligation to pay only upon complete settlement of your claims.

Wir bitten, Ihre Forderungen, die aus unserer Anmeldung zur obigen Veranstaltung und unserer Teilnahme an dieser entstehen, gegenüber dem unter Ziff. 2 aufgeführten, gesamtschuldnerisch haftenden Rechnungsempfänger geltend zu machen. Uns ist bekannt, dass wir erst nach vollständigem Ausgleich der Ihnen entstehenden Forderungen von unserer Verpflichtung zur Zahlung frei werden.

2. Debtor / Rechnungsempfänger

Company/Firma: 
Address/Straße: 
ZipCode/PLZ/: 
Postbox/Postfach: 
Town/Ort: 
Country/Land: 

We hereby declare that I/we by way of collateral promise assume joint and several liability for all claims which arise in favour of the creditor resulting from the participation or a possible cancellation of participation of the company stated under 1 in the above event.

Ich/wir erkläre(n) hiermit, dass ich/wir im Wege des Schuldbetrücks die gesamtschuldnerische Haftung für alle Forderungen übernehme(n), die dem Gläubiger aus der Teilnahme oder einer eventuellen Absage der Teilnahme des unter Ziff. 1 genannten Ausstellers an der obigen Veranstaltung entstehen.

Place / Date; Ort/ Datum 
Stamp/ Legally binding signature; Stempel/ Rechtsverbindliche Unterschrift
Anmeldung eines Unterausstellers durch den A U S S T E L L E R

1. **Aussteller**
   - **Firma:**
   - **Straße:**
   - **PLZ Ort:**
   - **Bundesland:**
   - **Telefon:**
   - **Fax:**
   - **E-Mail:**

2. **Unteraussteller**
   - **Firma:**
   - **Straße:**
   - **PLZ Ort:**
   - **Bundesland:**
   - **Telefon:**
   - **Fax:**
   - **E-Mail:**

3. **Pauschale für Unteraussteller**
   - Die Pauschale für die Aufnahme eines Unterausstellers beträgt **EUR 500,- / Unteraussteller**.
   - **Aufnahme in den Internetauftritt und in die Broschüre der Firmengemeinschaftsausstellung wird gewünscht [ ] ja [ ] nein**
   - **Das Formular zur Datenerfassung wird ausgefüllt vom [ ] Hauptaussteller [ ] Unteraussteller**
   - **Nach Erhalt der unterzeichneten Mitausstelleranmeldung wird dem Aussteller das Formular zur Datenerfassung wie oben angegeben zugesandt.**

4. **Zusätzliche obligatorische Gebühren des Veranstalters der Messe für Unteraussteller**
   - **entfällt**

5. **Ausstellungsgüter (Unteraussteller)**
   - **Abmessungen**
   - **Gewicht**

6. **Anerkennung der Teilnahmebedingungen**
   - Ich/Wir bestätigen hiermit rechtsverbindlich, dass wir die Allgemeinen und Besonderen Teilnahmebedingungen für Beteiligungen des Bundes an Messen und Ausstellungen im Ausland anerkennen.
   - **Ort, Datum**
   - **Firmenstempel und Unterschrift des Unterausstellers**
   - **Ort, Datum**
   - **Firmenstempel und Unterschrift des Ausstellers**
Joint exhibition stands of the Federal Republic of Germany
ProWine China - International Trade Fair for Wines and Spirits
08. Nov. - 10. Nov. 2022, Shanghai, China, Volksrepublik

Hamburg Messe und Congress GmbH
Messeplatz 1
20357 Hamburg

Organiser

In cooperation with

Realisation and exhibition management (implementation company within the meaning of the General Conditions of Participation)
Hamburg Messe und Congress GmbH
http://www.hamburg-messe.de
Tel: +49 40 3569-0

Projektleiter(in)/Personal contact:
Sybille Lang
sybille.lang@hamburg-messe.de
Tel: +49 40 3569-2293
Fax: +49 40 3569-692293

Application of a sub-exhibitor by the EXHIBITOR

1. Exhibitor
Company: ____________________________________________
Person in charge: ____________________________________
Address: ____________________________________________
Phone: ____________________________________________
ZipCode Town: _______________________________________
Fax: ____________________________________________
Bundesland/Country: ____________________________
E-Mail: ____________________________________________

2. Sub-exhibitor
Company: ____________________________________________
Person in charge: ____________________________________
Address: ____________________________________________
Phone: ____________________________________________
ZipCode Town: _______________________________________
Fax: ____________________________________________
Bundesland/Country: ____________________________
E-Mail: ____________________________________________
Internet: ____________________________________________

3. Fees for sub-exhibitors
For registration of a sub-exhibitor a registration fee of EUR 500,- / Sub-exhibitor will be due.
Acceptance to the internet presence and brochure
☑ yes ☐ no
to the German joint stand is requested
The data collection form will be filled in by
☐ the main-exhibitor ☐ the sub-exhibitor
As soon as we have received the application for co-exhibitors we will send you the data collection form as stated above.

4. Additional mandatory fee/s for a sub-exhibitor charged by the organizer of the trade fair
☐ not applicable.

5. Exhibits (Sub-exhibitor)

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<tr>
<th>Dimension</th>
<th>Weight</th>
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</tbody>
</table>

6. Confirmation of the Terms of Conditions
I/We accept the General and Special Terms and Conditions of Participation of the Federal Republic of Germany at trade fairs and exhibitions abroad.

Place, Date
Company stamp and signature of the co-exhibitor

Place, Date
Company stamp and signature of the exhibitor
Joint exhibition stands of
the Federal Republic of Germany

ProWine China - International Trade Fair for Wines and Spirits
08. Nov. - 10. Nov. 2022, Shanghai, China, People's Republic

Organiser

In cooperation with

Realisation and exhibition management (implementation company within the meaning of the General Conditions of Participation)

Hamburg Messe und Congress GmbH
http://www.hamburg-messe.de
Phone: +49 40 3569-0

Project manager:
Sybille Lang
sybille.lang@hamburg-messe.de
Phone: +49 40 3569-2293
Fax: +49 40 3569-692293

Special Conditions of Participation
as supplement to the General Conditions of Participation of the Federal Republic of Germany at trade fairs and exhibitions abroad

1. Closing date for registrations
31. August 2022
It is pointed out that, on principle, the participation can only be conducted, should the minimum participation of 6 companies be reached. Registrations submitted after the closing date for registrations will not be considered.

2. Minimum stand space
Square meter
- Hall space including stand construction 9 m²

3. Participation fees
The participation fees quoted are subject, where applicable, to statutory German value-added tax and to statutory foreign taxation (e.g. VAT, sales tax) levied on services provided to the exhibitor by the implementation company. The participation fees according to No. 3.1.1. as well as No. 3.3.1. only cover a part of the total costs of services according to No. 5.
Joint exhibition stands of the Federal Republic of Germany

ProWine China - International Trade Fair for Wines and Spirits
08. Nov. - 10. Nov. 2022, Shanghai, China, People's Republic

3.1. Square meter

3.1.1. Participation fee/s for companies taking part in this official participation of the Federal Ministry of Food and Agriculture in 2022 up to and including the 4th time:

- **EURO 399,-/m²** in the hall including stand construction up to 100 m²

3.1.2. Participation fee/s for companies taking part in this official participation of the Federal Ministry of Food and Agriculture in 2022 for the 5th time or more:

- not applicable

3.1.3. Participation fee/s for stand space exceeding 100 m² in the hall as well as for exhibitors, that cannot sign the attached declaration regarding double-funding respectively participation of the public sector (public authorities or public companies):

- **EURO 800,-/m²** in the hall including stand construction

3.1.4. Sub-Exhibitor

A fixed amount of **500,- Euro** is charged for each **Sub-exhibitor** at the joint exhibition stands.

3.2. Further Options

- not applicable

3.3. Packages

3.3.1. Participation fee/s for companies taking part in this official participation of the Federal Ministry of Food and Agriculture in 2022 up to and including the 4th time:

- **EUR 2100,-** / participant

3.3.2. Participation fee/s for companies taking part in this official participation of the Federal Ministry of Food and Agriculture in 2022 for the 5th time or more:

- not applicable

3.3.3. Participation fee/s for exhibitors, that cannot sign the attached declaration regarding double-funding respectively participation of the public sector (public authorities or public companies):

- **EURO 3200,-** / participant

4. Mandatory Fee/s

- not applicable

5. Services

The payment of the participation fee/s according to No. 3 includes the following services:

5.1. Company-specific services

All materials and facilities shall be at the disposal of the exhibitor, on a rental basis, only for the duration of the event, and may in no way be damaged or modified. Damaged or modified components and devices shall be repaired or replaced at the expense of the exhibitor.
5.1.1. Square meter

5.1.1.1. Hall space including stand construction

- Provision of stand space in the hall with the stand design bearing "made in Germany". Exhibitors are not allowed to obscure elements of the stand design for the complete duration of the exhibition. Ceiling suspensions are not permitted.
- Uniform stand lettering
- Back and dividing walls
- Furnishings: 1 info counter, 2 bar stools, 1 spittoon, 1 easy cooler incl. rechargeable batteries, 3 glass shelves (wallmounted), 1 socket, usage of refrigerators in storage
- Uniform floor covering on the stand
- General stand lighting
- Electricity: Supply voltage: • 220V
  - one socket (max. capacity 2 kW; without distribution/switching panel)
  NB: Costs for additional electricity supply to the stand (for both light and power current) from the nearest distribution point will be charged to the exhibitor, and will be invoiced on the basis of the kW registered by the exhibitor. Additional light and power current usage have to be paid by the exhibitor.

5.1.1.2. Outdoor area (space only)

- not applicable

5.1.2. Packages

5.1.2.1. Hall space including stand construction

- Provision of stand space in the hall with the stand design bearing "made in Germany". Exhibitors are not allowed to obscure elements of the stand design for the complete duration of the exhibition. Ceiling suspensions are not permitted.
- Uniform stand lettering
- Back and dividing walls
- Furnishings: 1 table, 4 chairs, 1 lockable counter, 1 spittoon, 1 easy cooler incl. rechargeable batteries, 3 glass shelves (wall-mounted), 1 refrigerator (incl. socket)
- Uniform floor covering on the stand
- General stand lighting
- Electricity: Supply voltage: • 220V
  - one socket (max. capacity 2 kW; without distribution/switching panel)
  NB: Costs for additional electricity supply to the stand (for both light and power current) from the nearest distribution point will be charged to the exhibitor, and will be invoiced on the basis of the kW registered by the exhibitor. Additional light and power current usage have to be paid by the exhibitor.

5.2. General services

- Technical and organisational support of exhibitors by the realisation company during preparation and realisation of the participation
- Setting up of an information stand with service arrangements / set-ups
- Entry into the website of the German participation into the German participation directory or – if arranged – entry into the German participation directory (no liability shall be accepted for incorrect entries)
- Uniform setting design of the German participation in accordance with CI concept
- General lighting of the German participation
- Daily cleaning of the aisles within the German participation in the hall (cleaning of stand space, exhibits, and exhibit holders are the responsibility of the exhibitor)
- Accompanying measures: Internet presentation www.german-pavilion.com and flyer

5.2.1 Co-exhibitors

- Use of the information stand of the German participation
- Accompanying measures corresponding to those for exhibitors.

5.3. Waiver

Waiving individual company specific or general services shall not constitute a claim for a reduction of the participation fee. Under no circumstances may uniform design elements be foregone.

6. Payment conditions

Duty to 20 % of the participation fee, based on the area size requested (according to No. 3), as well as of mandatory fee/s (according to No. 4), shall begin upon submission of registration in writing. Payment of this amount is due upon receipt of a corresponding invoice for payment in advance. On admission, payment shall be due of the outstanding amount, immediately upon receipt of the final invoice.

Costs related to the participation of a sub-exhibitor according to No. 3.1.4. and 4 shall be due with his admission. The corresponding amount has to be paid by the exhibitor to the implementation company.
7. **German products**

In the official German participation in the trade fair, only German products may be present, displayed and offered for sale as exhibits. The exhibitor in question has to remove, without delay, foreign products he brought with him in breach of this rule from the stand at his own expense. For each case of non-removal the exhibitor shall be liable to pay a contractual penalty of EUR 250 and EUR 25 respectively per bottle in the case of beverages that must be paid immediately.

Should the exhibitor still refuse to remove the foreign products, the exhibition director shall order the removal at the exhibitor's expense. Exhibitors who fail to comply with the exhibition director's request to remove specific exhibits from the stand that do not meet the conditions for granting aid will no longer be allowed to take part in official joint exhibition stands staged by the Federal Ministry of Food and Agriculture in the future.

8. **Company data**

The exhibitor's personal data are processed by the implementation company for the purposes of contract execution and forwarded to third parties (for example, architects, agencies, freight forwarders, trade fair organisers, etc.). The implementation company also transmits the data to federal authorities (e.g. Federal Ministry for Economic Affairs and Climate Action, Federal Ministry of Food and Agriculture, Federal Office for Economic Affairs and Export Control), the Association of the German Trade Fair Industry (AUMA), to AUMA in particular for information about and for the evaluation of the foreign trade fair programme also by commissioned third parties as well as to the operator of the internet portal www.german-pavilion.com. Federal authorities may pass personal data on to members of the German Bundestag, to other public funding agencies and for statistical purposes and for evaluation to commissioned institutions. The personal data can also be passed on if required by the Bundesrechnungshof. Further information on data protection can be found on the homepage of the implementation company [http://www.hamburg-messe.de](http://www.hamburg-messe.de).
General Conditions for Participations from the Federal Republic of Germany at trade fairs and exhibitions abroad

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1. Organisers
The Federal Ministry for Economic Affairs and Climate Action (BMWK) or the Federal Ministry of Food and Agriculture (BMEL), always in cooperation with the Association of the German Trade Fair Industry (AUMA), act as organisers of German participations at trade fairs, exhibitions, and events organised by Germany itself abroad.

2. Implementing companies
The technical and organisational implementation of German participations lies with implementing companies that have been commissioned for this purpose and which act on their own behalf within the framework of these General Conditions and the Special Conditions.

3. Eligibility
a) Companies from the Federal Republic of Germany and their foreign subsidiaries and representations are eligible to participate as part of German participations.

b) Trade associations and the implementing company for the relevant German participations, travel agencies, and logistics companies are eligible to participate, but are not counted towards the minimum number of participants.

4. Conclusion of contract
4.01 a) Registration requires the submission of the completed registration declaration within the specified deadline, including any necessary attachments, and receipt of the down payment by the implementing company within the specified deadline.

b) Registration creates a binding commitment by the exhibitor, irrespective of admission. Any requirements or reservations imposed by the exhibitor during the registration process are inadmissible and void.

4.02 The implementing company confirms receipt of the registration in text form. The fact that an exhibitor has registered and received confirmation of this does not mean that it has been admitted or that it is entitled to a certain size of stand and/or location of stand.

4.03 If the requirements as per No. 3 and No. 8.01 General Conditions are met by an exhibitor and if the minimum number of participants has been reached, the implementing company will confirm its participation (admission). The fact that an exhibitor has been admitted does not mean that it is entitled to a certain size of stand and/or location of stand. To this effect, the exhibitor grants the implementing company an unilateral right to specify performance as per Section 315 German Civil Code. The contract between the exhibitor and the implementing company becomes valid as soon as the exhibitor receives confirmation of admission. If the content of the confirmation of admission differs from the content of the application, the exhibitor is entitled to terminate the contract with the exhibitor without notice and to have the stand space cleared at its expense.

4.04 The implementing company allocates a stand space to the exhibitor and informs it in text form about its location and measurements. If the size of the stand area differs by more than 20 % in size and at least 3 m² from the size indicated in the application, the exhibitor has the right to revoke the contract. The exhibitor must declare the revocation to the implementing company within one week after the stand space has been allocated. The exhibitor cannot claim any compensation for the revocation.

4.05 Following the allocation of the stand space, the implementing company instructs the exhibitor about the preparations for and the implementation of the German participation. The exhibitor is solely liable for any repercussions resulting from failure to observe these instructions.

4.06 a) The implementing company is free to allocate a stand space different from the one originally allocated to the exhibitor, if this is necessary to ensure a uniform picture of the overall German participation. In this case, the implementing company will grant the exhibitor a space that is largely equivalent in location and size.

b) Should the implementing company be forced to move or alter individual stands, entrances, exits, or aisles, subsequent to allocation, through circumstances beyond its control, such as directives from public authorities or instructions from the trade fair or exhibition management, no resulting claims may be asserted, the exception being a reduction of stand space, in which case the exhibitor is entitled to pro-rata reimbursement of the price of participation. Any deviations of measurements and resulting marginal differences between specified and actual stand dimensions do not constitute grounds for any claims on the part of the exhibitor.

4.07 Following an agreement with the exhibitor or its authorised agent, the implementing company will hand over the stand prior to the beginning of the event.

4.08 The organiser reserves the right to exclude the exhibitor from future German participations in the event of grave violations of the contract.

5. Sub-exhibitors
5.01 Stand spaces are provided only as a whole unit and only to one exhibitor each. A single stand space can only be used by several companies in cases of joint company exhibitions, and only if the implementing company has been notified about and accepted every single sub-exhibitor present in addition to the exhibitor. The decision as to whether a sub-exhibitor is admitted or not is also made on the basis of these General Conditions.

5.02 Additional companies represented on the exhibitor's stand space have to be registered as sub-exhibitors. This also applies for companies that are required to file a joint consolidated financial statement with the exhibitor.

5.03 Wherever applicable, these General Conditions also apply to any sub-exhibitors. Any participation of sub-exhibitors is subject to financial charges. Even after admission of a sub-exhibitor, contractual relations of the implementing company continue to exist only with the exhibitor. Consequently, the costs associated with the participation of the sub-exhibitor are charged to the exhibitor. The exhibitor is liable for the actions of its sub-contractors in the same way as for its own actions.

5.04 If the exhibitor admits another company without the approval of the implementing company, the implementing company is entitled to terminate the contract with the exhibitor without notice and to have the stand space cleared at its expense. In this case, the exhibitor cannot claim any damages.

6. Revocation / non-participation
6.01 The implementing company has the right to revoke from the contract if
a) insolvency proceedings are filed in respect of the exhibitor's assets, a situation about which the exhibitor must inform the implementing company without delay;

b) admission was granted on the basis of unmet requirements or incorrect information;

c) conditions for admission cease to be met at a later point in time;

d) the exhibitor fails to meet key contractual obligations, in particular, if it fails to meet the payment deadline despite having been issued with a reminder notice and a second deadline.
The exhibitor is under obligation to ensure a permanent presence as per Sentence 1, and do so within the relevant stand equipment, design, and any additional payable services. Any equipment and stand design that exceeds the permitted design elements bearing the logo ‘made in Germany’ designated for hall space without stand construction must not be covered up or obscured.

The exhibitor must coordinate its design work with the implementing company beyond what is specified in the Special Conditions. The exhibitor cannot make any claims beyond this. Other purposes also include types of use that are designed to ensure a representative overall image of the German participation.

This does not apply for cases as per No. 4.04 General Conditions.

The exhibitor must coordinate its design work with the implementing company prior to realisation. Any stand design that does not comply with the regulations made here, the building regulations applicable at the venue or the construction guidelines issued by the implementing company are binding. Two-storey constructions are not permissible. The design elements bearing the logo ‘made in Germany’ designated for hall space without stand construction must not be covered up or obscured.

The exhibitor is responsible for insuring its exhibition goods against all transport-related risks and against all risks that occur during the event, especially damage and theft. The exhibitor is responsible for insuring its exhibition goods against all transport-related risks and against all risks that may be required in connection with the provision of data being processed on site, the implementing company will assist in the task of preserving evidence, particularly by contacting the exhibition management and by viewing and/or making technical visual records (e.g. photos) of the exhibit in question.

As a general rule, direct sales (sale of individual items to consumers) are not permitted.

The exhibitor is solely responsible for transporting its exhibits to the exhibition and back, for storing empty containers, for using lifting and transport equipment, for deploying personnel in charge of unpacking, for re-packing and for all other related activities. Even after the Special Conditions have been defined, the organisers may stipulate the use of a specific on-site logistics company to be used throughout the area of the German participation.

The exhibitor is under obligation to provide all data required for an evaluation of the foreign trade fair programme. Where goods are put on display without having been admitted as per No. 8.01 General Conditions, the implementing company, acting on behalf of the organiser, can ask for the immediate removal of these goods at the expense of the exhibitor. If an exhibitor does not comply with the demand (in text form) to remove the relevant goods, a penalty for breach of contract amounting to 20 % of the participation fee is payable. In addition to this, it is possible for claims for damages to be brought; in this case, these will amount to the difference between the penalty and the full costs.

The exhibitor pledges to seek any declarations of consent that may be required in connection with the provision of data belonging to third parties.

The exhibitor is responsible for insuring its exhibition goods against all transport-related risks and against all risks that occur during the event, especially damage and theft.

The exhibitor will be held liable for any damage it causes to life, physical integrity and health, unless this other insurance or liability is applicable. In addition to this, it is possible for claims for damages to be brought; in this case, these will amount to the difference between the penalty and the full costs.

The exhibitor is responsible for insuring its exhibition goods against all transport-related risks and against all risks that occur during the event, especially damage and theft.

The exhibitor will be held liable for any damage it causes to life, physical integrity and health, unless this other insurance or liability is applicable.

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The exhibitor is responsible for insuring its exhibition goods against all transport-related risks and against all risks that occur during the event, especially damage and theft.

The exhibitor will be held liable for any damage it causes to life, physical integrity and health, unless this other insurance or liability is applicable.
12. Proviso

12.01 Any regulations and directives issued by the responsible bodies of the Federal Republic of Germany and the host country that differ from or are stricter than the General Conditions and the Special Conditions always take precedence over the General Conditions and the Special Conditions. The organiser of the German participation and the implementing company cannot be held liable for any damages or other disadvantages that this may cause to the exhibitor.

12.02 a) The organiser of the German participation has the right to postpone, shorten, prolong or cancel the German participation, and to temporarily or indefinitely close it in parts or in full.

b) Neither the organiser nor the implementing company can be held liable for any damages or other disadvantages that a measure as per No. 12.02 a) may cause to the exhibitor.

12.03 a) If a measure as per No. 12.02 a) is taken due to force majeure (e.g. epidemics, pandemics, natural disasters, war, civil unrest, strike, failure of transport or communication lines or disturbances thereof), the exhibitor is free to revoke the contract. This revocation must be declared in text form and without undue delay when the exhibitor learns about the modification. If the measure as per No. 12.02 a) is a cancellation of the event, there is no need for the exhibitor to declare its revoking the contract.

b) In the event of a revocation as per No. 12.03 a), the obligations as per No. 6.02 b) apply on the part of the exhibitor. In derogation from Sentence 1, the revocation is free of charge if, after the application deadline, there is an objective deterioration of the situation caused by sovereign provisions or measures, which renders participation in the trade fair unreasonable or impossible (e.g. travel warning, quarantine requirements upon entering or leaving the country).

12.04 If a measure as per No. 12.02 a) is taken in the absence of a situation as per No. 12.03 a), the exhibitor is under obligation to bear an appropriate share of the costs incurred during the preparations of the event upon being presented with a request by the organiser of the German participation. The ratio payable by each exhibitor is defined by the organiser of the German participation following a hearing of the trade association filing the application for a trade fair to be included in the foreign trade fair programme.

13. Final provisions

13.01 The mutual rights and obligations resulting from this contractual relationship (cf. No. 4.03) are subject to the laws of the Federal Republic of Germany.

13.02 The place of jurisdiction is the registered office of the implementing company. The place of performance for financial obligations is the registered office of the implementing company, unless another agreement has been made with the prior consent of the organiser of the German participation.

13.03 This contract and any changes made to it must be made in text form. Should one of the above conditions be null and void, the remaining conditions will continue to apply. These are to be interpreted in such a way that the sense and purpose of the contract remain intact.

13.04 Any claims lodged by exhibitors against the implementing company must be made in text form. Except in cases of intent or gross negligence, claims will become time-barred after twelve months. This twelve-month period begins at the end of the calendar month during which the last day of the event took place.
1. Veranstalter

Veranstalter der Beteiligungen des Bundes an Messen, Ausstellungen sowie Eigenveranstaltungen im Ausland sind das Bundesministerium für Wirtschaft und Klimaschutz (BMWK) oder das Bundesministerium für Ernährung und Landwirtschaft (BMEL), jeweils in Zusammenarbeit mit dem Ausstellungsgremium der Bundesbeteiligung (BMWL) oder das Bundesministerium für Ernährung und Landwirtschaft (BMEL)

1.1. Veranstaltungsvoraussetzungen

1.1.1. Inhaber eines ausgeschriebenen oder bewilligten Betriebszweckes

2. Messedurchführungsgesellschaft

Mit der technisch-organisatorischen Durchführung der Beteiligungen des Bundes werden Messedurchführungsgesellschaften (DFGen) beauftragt, die für die Durchführung von Messedelikten und Messe-Ausschuss der Deutschen Wirtschaft e. V. (AUMA) im Aufgabenbereich des Bundes die zuständigen Stellen sind. Die DFGen haben die Aufgabe, die Veranstaltungsbestimmungen nach § 315 BGB einzuhalten. Die Veranstaltungsbestimmungen festzulegen und den Aussteller und die Unteraussteller zu informieren.
8. Ausstellungsgüter und Direktverkauf


8.02 Werden Güter ausgestellt, die nicht nach Ziff. 8.01 ATB zugelassen sind, kann die DFG dem Namen des Veranstalters die sofortige Entfernung dieser Güter auf Kosten des Ausstellers verlangen. Entsprechend dem in Textform erklärten Verlangen nach Entfernung des Ausstellungsgutes nicht, wird eine Vertragsstrafe in Höhe von 10 % des Beteiligungsentgeltes fällig. Daneben ist die Geltendmachung von Schadensersatzansprüchen nicht ausgeschlossen; hier wird die Differenz zu den Vollkosten geltend gemacht.


8.04 Ein Direktverkauf (Einzelverkauf an Besucher) ist grundsätzlich nicht gestattet.

9. Transport, Aufstellung und Demontage der Ausstellungsgüter und Standausstattungen


8.05 Versicherung und Haftung

11.01 Die Versicherung der Ausstellungsgüter gegen alle Risiken des Transports und während der Veranstaltung, insbesondere gegen Beschädigung, Diebstahl etc. ist Angelegenheit des Ausstellers.

11.02 Der Veranstalter haftet für alle Schäden, die durch seine Ausstellungsverantwortung entstanden sind, einschließlich der Schäden, die an Gebäuden auf dem Ausstellungsgelände und dessen Einrichtungen entstehen.

11.03 Der Veranstalter der Bundesbeteiligung und die DFG haften für andere als durch Verletzung von Leben, Körper und Gesundheit entste- hende Schäden lediglich, soweit diese auf vorsätzlichen oder grob fahrlässigen Handeln oder auf schuldhafter Verletzung einer wesentlichen Vertragspflicht durch den Aussteller der Bundesbeteiligung oder der DFG oder einer ihrer Erfüllungshilfen beruhen. Wird eine wesentliche Vertragspflicht fahrlässig verletzt, so ist die Haftung des Veranstalters der Bundesbeteiligung und die der DFG auf den vertragstypischen, vorhersehbaren Schaden begrenzt. Eine darüber hinausgehende Haftung auf Schadenersatz ist ausgeschlossen.

11.04 Der Veranstalter der Bundesbeteiligung und die DFG haften nicht für die Beschädigung der Exponate und deren Entwidmung. Dies gilt auch dann nicht, wenn ein Einzelvertrag zwischen der DFG oder der DFG übernommen wurde, es sei denn, ihnen, ihren gesetzlichen Vertretern oder ihrer Erfüllungshilfen kann Vorsatz oder grobe Fahrlässigkeit nachgewiesen werden.

11.05 Der Aussteller stellt dem Veranstalter der Bundesbeteiligung und die DFG darüber hinaus mit der Anerkennung dieser ATB ausdrücklich von jeglichen eventuellen Rücktrittsansprüchen Dritter frei. 12. Vorbehalt

12.01 Vorschriften und Richtlinien der zuständigen Stellen der Bundesrepublik Deutschland und des Auslandes (z. B. Reisewarnung oder Quarantänebestimmungen bei Ein- oder Ausreise) gelten für die Veranstaltung. Der Veranstalter der Bundesbeteiligung und die DFG haften nicht für Schäden, die den Besuchern auferlegt werden. Ein Direktverkauf (Einzelverkauf an Besucher) ist grundsätzlich nicht gestattet.

12.02 a) Der Veranstalter der Bundesbeteiligung ist berechtigt, diese zu verschieben, zu entfernen oder zu ändern, wenn die Ausstellungsgüter nicht, weil sie nicht den Baurichtlinien der DFG entsprechen, entfernen oder ändern, wenn die Ausstellungsdauer nicht, weil die Dauer der Veranstaltung verlängert wird oder kurz vor dem Ende der Veranstaltung ist. Der Rücktritt ist unverzüglich nach Kenntnis der Änderung in Textform zu erklären. Den Antragsteller wird nach Messebeginn vorübergehend oder endgültig in einen anderen Raum, in die Nähe von Messestanden oder in die Nähe von Ausstellern, die sich im Aussteller daraus ergeben. Die Veranstalter der Bundesbeteiligung und die DFG haften nicht für Schäden, die den Besuchern auferlegt werden. Ein Direktverkauf (Einzelverkauf an Besucher) ist grundsätzlich nicht gestattet.

12.03 a) Wird eine Maßnahme nach Ziff. 12.02 a) wegen höherer Gewalt (wie z. B. Epidemien, Pandemien, Naturkatastrophen, Krieg, Unruhen, Streiks, Ausfall oder Behinderung von Verkehrs- und/oder Nachrichtenleitungsnetzen) getroffen, wird die Verpflichtung der Veranstalter der Bundesbeteiligung und die DFG nicht für Schäden, die an Gebäuden auf dem Ausstellungsgelände und dessen Einrichtungen entstehen.

12.04 Wird eine Maßnahme nach Ziff. 12.02 a) getroffen, ohne dass ein Fall nach Ziff. 12.03 a) vorliegt, ist der Veranstalter der Bundesbeteiligung und die DFG berechtigt, den Veranstalter der Bundesbeteiligung und die DFG auf den Vertragsabschluss schließen, sofern nicht mit vorheriger Zustimmung der DFG ein anderer Fall vorliegt. Wird eine Maßnahme nach Ziff. 12.02 a) getroffenen Maßnahme um eine Absage, bedarf es keiner Rücktrittserklärung des Ausstellers. Den Antragsteller wird nach Messebeginn vorübergehend oder endgültig in einen anderen Raum, in die Nähe von Messestanden oder in die Nähe von Ausstellern, die sich im Aussteller daraus ergeben. Die Veranstalter der Bundesbeteiligung und die DFG haften nicht für Schäden, die den Besuchern auferlegt werden. Ein Direktverkauf (Einzelverkauf an Besucher) ist grundsätzlich nicht gestattet.

13. Schlussbestimmungen

13.01 Die gegenseitigen Rechte und Pflichten aus diesem Vertragsverhältnis (s. Ziff. 4.03) unterliegen dem Recht der Bundesrepublik Deutschland.
