

**General Terms and Conditions for Participation in Trade Fairs  
of the German Wine Institute (Deutsches Weininstitut GmbH)**

**1. Scope of application**

- (1) Participation in a trade fair shall be based exclusively on the present General Terms and Conditions for Participation as well as on the invitation for participation with the description of the respective fair.
- (2) When the admission to participate in a trade fair is granted, these Terms and Conditions and the invitation for participation with the description of the fair shall become an integral part of the contract.

**2. Organiser und exhibitors**

Organiser or main exhibitor of the trade fair is the German Wine Institute (DWI) (Platz des Weines 2, 55294 Bodenheim), or a contracting company commissioned by the DWI (hereinafter referred to as the "organiser"). Exhibitors or co-exhibitors (hereinafter referred to as "exhibitors") are those who present their own product portfolio at a stand of the organiser, after having been approved by the latter.

**3. Financially supported measure**

As a general rule, participation in an event may be supported, as a sales promotion measure, by financial means of the German Wine Fund. This support is granted as "de minimis" aid in the form of a contribution by the German Wine Fund to the costs of the measure.

**4. Registration**

- (1) Registration for participation is made exclusively by sending the fully completed registration form within the required deadline to the DWI or the contracting company, as the case may be, subject to the present Terms and Conditions for Participation.
- (2) A decision about admission shall be made upon review of the registration documents.
- (3) The closing date for registration is specified in the invitation for participation or the registration form.
- (4) Registration for a trade fair does not imply a warranty that the fair will actually take place.

**5. Admission/stand confirmation**

- (1) The exhibitor's registration shall be binding and constitutes an offer to enter into an exhibition contract regarding the joint stand at the event in question.
- (2) Taking account of the available exhibition space and the required minimum number of participants, exhibitors shall be approved to participate in the event, as a general rule, if they meet the eligibility criteria specified in the trade fair description of the event in question and if the maximum number of participants is not exceeded.
- (3) Exhibitors shall be bound to their application until the decision about their admission is taken.
- (4) In order to receive the corresponding aid by the German Wine Fund in accordance with section 3 of the present Terms and Conditions, exhibitors must submit by post a correctly completed de minimis declaration with a legally binding signature within four weeks after the confirmation of the admission.
- (5) After having been admitted, the exhibitor shall receive an invoice. As a general rule, the amount to be paid corresponds to 100 % of the costs (full costs); payment has to be made to the organiser by the date stated in the invoice. The costs shall be reduced by the amount of the aid granted by the German Wine Fund, provided that the exhibitor has submitted a valid de minimis declaration within the submission deadline as set out in subsection (4) of this section.
- (6) Allocation of the stand space is made within the framework of the admission procedure at the discretion of the organiser; this allocation shall be made without commitment.
- (7) The organiser shall be entitled to revoke an exhibitor's admission if this admission was based on false assumptions or incorrect information provided by the exhibitor, or if the qualifying conditions cease to be met after the exhibitor has been admitted.

**6. Execution**

The technical and organisational execution of the joint stands shall be the organiser's responsibility.

## 7. Sub-exhibitors

- (1) The exhibitor shall not permit the allocated stand space to be used by third parties without having obtained the organiser's prior consent in writing.
- (2) If the exhibitor permits the participation of sub-exhibitors without the organiser's prior consent, the organiser shall be entitled to terminate the contract with the exhibitor with immediate effect and have the stand vacated at the exhibitor's expense.

## 8. Exhibits

- (1) Unless the respective description of the fair states otherwise, only products that are exclusively made from German grapes or products derived from such products may be exhibited:
  - Wine
  - Sparkling wine
  - Quality sparkling wine and Sekt
  - Alcohol-reduced or de-alcoholised wines and sparkling wines
  - Beverage specialities and distillates made from wine, grape pomace, yeast
  - After consultation with the organiser, the following exhibits may also be admitted: Publishing products, wine-related services and accessories relating to wine care, wine culture, wine information, wine storage and wine selling.
- (2) Exhibitors must remove from the stand or table, at their own expense and without delay, any exhibits that are not in line with the trade fair description. Exhibitors failing to comply with the organiser's request to remove exhibits that are not admitted at the fair shall be banned from participation in the fair with immediate effect and or excluded from future participation in joint exhibitions or trade fairs of the German Wine Institute.

## 9. Obligations with regard to the trade fair

- (1) The organiser shall give the exhibitors the opportunity, by arrangement, to set up the exhibits on the day before the event.
- (2) Exhibitors are obliged to have their stands set up properly with exhibits and attended by staff throughout the opening hours of the fair.
- (3) The exhibition contract shall end, as a general rule, with the end of the trade fair. Immediately after the end of the fair, exhibitors shall completely vacate the stand and return it in the same condition in which they received it; all exhibits

and any other objects they may have brought to the stand must be removed.

## 10. Rescission and non-participation

- (1) The organiser shall be entitled to rescind the contract, if the aid in accordance with section 3 of the present Terms and Conditions has been granted on the basis of essentially incorrect or incomplete information provided by the exhibitor.
- (2) Without acknowledgement of a legal obligation, the organiser grants the exhibitor the right to withdraw from the contract, provided that the exhibitor undertakes to pay the entire participation fee (full costs). Notice of withdrawal must be given in writing.
- (3) The participation fee referred to in subsection (2) shall be reduced by 75 % if the organiser can find a substitute exhibitor. This shall not be the case if one of the remaining exhibitors is asked, for purely optical reasons, to use the exhibition space originally allocated to the exhibitor who has withdrawn, without the organiser obtaining additional income from such reallocation. In any case, the exhibitor shall have to prove that the organiser has not suffered a loss or that the the loss suffered is lower.

## 11. Catalogue entry

- (1) The organiser publishes a trade fair catalogue (list of exhibitors/exhibits). Entry in this catalogue is obligatory for all exhibitors.
- (2) Exhibitors must provide the organiser in due time with the information required for the catalogue.
- (3) Responsibility for the correctness and admissibility of catalogue entries as well as for compliance of the offered wines and Sekts with wine laws and regulations lies exclusively with the exhibitor.
- (4) The organiser can only be held liable for incorrect, incomplete or missing catalogue entries to the extent specified in section 12 of the present Terms and Conditions.

## 12. Liability and limitation periods

- (1) The following restrictions of liability and periods of preclusion or limitation shall not apply, in case of fault on the part of the organiser, for violation of material conditions (essential contractual obligations), for intentional or grossly negli-

gent acts and for damages arising from injury to life, limb or health.

- (2) The organiser shall only be liable for damage occurring as a result of inadequate quality of the objects made available by the organiser for use within the framework of the exhibition contract, or damage occurring as a result of intentional or grossly negligent breach of obligations assumed by the organiser. This shall be without prejudice to subsection (1).
- (3) The organiser shall not be liable to the exhibitor for loss of profit or other financial loss. This shall be without prejudice to subsection (1).
- (4) The organiser cannot be held liable for any loss the extent and amount of which is not foreseeable. This shall be without prejudice to subsection (1).
- (5) Claims by exhibitors against the organiser or its vicarious agents must be lodged in writing with the organiser no later than 14 days after the end of the event. Claims submitted later will not be taken into account (preclusive period). This shall be without prejudice to subsection (1).
- (6) All claims, either resulting from the contract or by law, the exhibitor may have against the organiser shall become barred after one year, unless such claims have arisen due to deliberate intent on the part of the organiser or its vicarious agents. The limitation period shall commence from the next working day following the end of the event. This shall be without prejudice to subsection (1).

### **13. Cancellation of the trade fair**

- (1) For a trade fair to be successful, a minimum number of exhibitors and visitor registrations is required. The minimum number of exhibitors is specified in the respective trade fair description. The minimum number of visitor registrations depends on whether the aims and objectives of the event can be expected to be met (in particular with a view to the interests of the exhibitors).
- (2) In the event of important reasons for which the organiser carries no blame or if the minimum numbers are not achieved, the organiser reserves the right to cancel the fair and rescind the contract.
- (3) Notice of cancellation by the organiser in the case of subsection (1) shall be given at the latest two weeks prior to the fair. In the case of a Re-

scission by the organiser will any already made payments by the exhibitor be returned without undue delay.

- (4) In the event of important reasons for which the organiser carries no blame, the organiser reserves the right to postpone or relocate the trade fair. The postponement or relocation is with notification to the exhibitor part of the contract.

### **14. Insurance**

The exhibitor shall be responsible for obtaining insurance cover for all exhibits and additional equipment, in particular against damage, theft etc., during transportation and during the event. The organiser shall not bear any insurance risk of the exhibitor.

### **15. Intellectual property rights**

With regard to its exhibits, the exhibitor shall strictly observe any industrial property rights of third parties.

### **16. Final provisions**

- (1) By sending us the registration for participation, the exhibitor automatically accepts these Terms and Conditions for Participation as well as the invitation for participation with the description of the fair, the receipt of which shall also be deemed confirmed by submitting the registration.
- (2) If one of the provisions of these General Terms and Conditions for Participation should be or become invalid, ineffective or unenforceable, this shall not affect the validity of the remaining conditions. The invalid, ineffective or unenforceable provision shall be deemed replaced by such valid, effective and enforceable provision as comes closest to the intentions of the parties. The aforesaid shall also apply to any gap in these General Terms and Conditions for Participation.

### **17. Place of jurisdiction and applicable law**

- (1) If the exhibitor is a businessperson within the meaning of the German Commercial Code or if the exhibitor's seat is outside Germany, the sole place of jurisdiction shall be Mainz.
- (2) These Terms and Conditions shall be governed exclusively by German law, excluding the rules of international private law and the United Nations Convention on Contracts for the International Sale of Goods. In case of doubt, the German version of these General Terms and Conditions for Participation shall prevail.