

# General Terms and Conditions of Business

## Scope

These general terms and conditions of business apply for all business relations between trade fair organiser Münzen Modes, Reichenbachstr. 17, 80469 Munich, Germany (the Organiser) and people or companies attending trade fairs arranged by the Organiser (Exhibitors). No conflicting or contrary general terms and conditions of business are recognised by the Organiser and such shall take no effect unless the Organiser expressly agrees in writing to their (partial) validity.

## Trade Fair Attendance as an Exhibitor

The selection of Exhibitors is solely at the discretion of the Organiser; no entitlement to attend exists. An application for attendance must be made by truthfully completing and signing the Organiser's application form, the receipt of which will be confirmed for the attendance applicant by the Organiser purely for information. The reservation and consent to attendance shall be completed later, on presentation of the advance invoice and on condition of payment of the invoice total. The right to attend a trade fair exists only after payment of the invoice, although there is no entitlement to a specific place. If the trade fair cannot take place due to force majeure, the rental fees shall be forfeited. **On application for attendance, the attendance applicant accepts these general terms and conditions of business in full, both for him/herself and for his/her staff attending the trade fair.** Any contrary terms and conditions in the application of the attendance applicant that are formulated for the benefit of the same are invalid.

## Rights and Obligations of the Organiser and Exhibitors

The Exhibitor must settle the Organiser's advance invoice **by the specified payment date**. If the Exhibitor cancels the attendance after invoicing, a cancellation fee must be paid. The fee amounts to at least 15 % of the invoice total and will increase as the date of the trade fair approaches, up to 100 % in the event of cancellation within 2 weeks before the start of the trade fair.

On the premises of the trade fair, the Organiser shall provide the Exhibitor with the areas reserved in accordance with the invoice and with the order objects hired. The Organiser is entitled to make minor changes to rented areas or rented buildings. **The Organiser is authorised to exercise domiciliary rights in the entire area of the trade fair arranged by the same.**

Exhibitors must observe the current tax regulations particularly the respective regulations concerning import sales and value added tax. The Exhibitor has an obligation to occupy the rented area with the range of goods specified in the application. All items displayed and (advertising) materials must be related to this in the context of the trade fair theme. Any material may be distributed to visitors to the fair only on the stand and under no circumstances outside of the stand area. At the end of the trade fair, the Exhibitor must remove any advertisements affixed to the walls of the area and ensure that no trace of such is left. The Organiser may have any dirt accumulated as the result of adhesion removed at any time, at the expense of the Exhibitor and for a minimum fee of 20.00 Euro.

Trade in cultural objects, e.g. such as archaeological finds, is permitted only in observance of international and national law and only if proof of legal provenance is documented for each cultural object. The advertisement, exhibition or sale of objects displaying the swastika or similar is not permitted, if such symbols are visible. This also applies for symbols that may be mistaken for the originals. It is prohibited to offer coins, that have been modified by some other means than a usual circulation.

Without the agreement of the Organiser, the Exhibitor may execute no alternative arrangements in the rented areas and buildings. This applies particularly for unapproved stand (usage) types or extensions to stand areas. On demand by the Organiser, such changes are to be removed within one hour, otherwise the Organiser is entitled to do this at the expense of the Exhibitor or, if necessary, to close the stand entirely with the forfeit of the rental fees. The Organiser's stand markers are to be changed in terms of neither location nor content and they must be clearly visible to visitors for the entire duration of the trade fair.

The following are not permitted: subletting of exhibition areas; cession of the exhibition area to third parties; receipt through to execution of orders and business for third parties by the Exhibitor; and the transfer of Exhibitor

entry tickets to people not employed on the stand. Power connections hired by the Exhibitor are not to be conveyed to neighbouring stands; otherwise the Exhibitor must additionally pay double the power connection hire fee for each conveyance.

The stand must be kept open with at least one person present during visitor opening times. The stand may be closed for a total of no more than ½ hour during visitor opening times. I.e. if the stand is open continuously, it may be closed no earlier than ½ hour before the end of the visitor entry time on the last day of the trade fair. In cases for which there is sufficient justification, the Organiser may allow the Exhibitor a different option for closing. If the Exhibitor exceeds the ½ hour closing time, e.g. by leaving the trade fair early, this shall be in breach of the general terms and conditions of business and appropriate sanctions should be expected.

The Exhibitor undertakes to carry out any business transacted in the context of the trade fair correctly in terms of both content and form (e.g. invoicing) under the relevant laws. In particular, the Exhibitor must not offer imitations or counterfeits as real in a misleadingly deceptive manner. The Exhibitor may also carry out no obstructive or disruptive actions and make no statements of the same nature that are targeted towards the Organiser or the event. If grievances or complaints with respect to the goods offered or the methods of the Exhibitor are indicative of violation of one of the above obligations of if there are any obvious, unlawful incidents within the area of the Exhibitor, the Organiser is entitled to exclude the Exhibitor from the trade fair with immediate effect, with the forfeit of the rental fees and with a report to the police.

The Organiser accepts no liability for (consequential) damages or the loss of stand materials or stand goods. The Exhibitor him/herself is responsible for the supervision and custody of the stand from the start of stand construction until leaving the trade fair. Proper insurance of exhibition goods against any damages during transit, assembly, dismantling, storage and the sale presentation is solely the responsibility of the Exhibitor. The Organiser shall not be liable for injuries to people or damages to property or for the loss of property of the Exhibitor (e.g. due to theft) whether on delivery or return to the forwarding area or during the trade fair itself for damages due to failure of technical supply equipment or for other damages caused as a result of external influences unless, through gross negligence, the Organiser has verifiably breached an obligation incumbent upon the same.

The Exhibitor shall be liable to the Organiser for any damages caused to third parties as a result of the Exhibitor's attendance. This includes damages to the trade fair building and its facilities. The Exhibitor explicitly exempts the Organiser from any rights of recourse of third parties arising as a result of such damages unless, through gross negligence, the Organiser has breached an obligation incumbent upon the same.

After the end of the trade fair, own stand structures not dismantled without trace by the Exhibitor may be removed by the Organiser at the expense of the Exhibitor and stored without liability for damage or loss through slight negligence.

Exhibitors who provide incorrect staff data or who fail to inform the Organiser of a change to such data must themselves bear any damages resulting from this and/or compensate the Organiser for such if applicable. Notifications to the last address given to the Organiser by the Exhibitor shall be considered to have been delivered effectively, irrespective of whether the Exhibitor is (still) based there.

If one or more provisions of these terms and conditions of business are or become wholly or partially invalid, the validity of the remaining provisions will not be affected. The invalid provision(s) shall be replaced by a valid regulation which comes as close as possible to the economic purpose and meaning of the invalid provision(s). The same applies in case the terms and conditions of business contain a legal gap.

The place of fulfilment and place of jurisdiction is Munich.

Status: July 2010.