

**General Terms and Conditions -
of Participation and Exhibition
(ATB) of EMZ
Messeveranstaltungs UG
(limited liability) for the
NUMISMATA events held-**

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1. Organiser and scope of application

EMZ Messeveranstaltungen UG (haftungsbeschränkt)
Alpenveilchenstr. 39
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emz@numismata.de
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hereinafter referred to as the "Organiser".

(1) These participation- and exhibition terms and conditions apply to all NUMISMATA-events organised by EMZ Messeveranstaltungen UG (haftungsbeschränkt) and to all services, deliveries and ancillary services connected with them.

(2) Any differing general terms and conditions of the exhibitor shall not apply unless their validity has been expressly agreed in writing.

(3) Additional event information, technical guidelines, safety regulations, order forms and organisational notes form part of the participation documents and must be observed in their respective current version.

2. Subject of the event and approved exhibition areas

(1) NUMISMATA serves as a platform for presentation, trading and professional exchange in the field of numismatics and related collecting areas.

(2) Exhibitors from the following sectors are admitted:

- Coins
- Banknotes
- Medals
- Orders and decorations
- historical securities
- Collecting accessories
- Specialist literature
- Coin- and precious metals trade
- Auction houses
- Associations and clubs
- Museums and academic institutions
- other thematically related areas

(3) The organiser is entitled to approve additional exhibition areas or exclude individual product/service groups where this appears necessary to safeguard the event concept.

(4) There is no entitlement to the approval of specific goods, services, or areas of business.

(5) The organiser may exclude goods or services that conflict with the nature of the event or are likely to harm the event's reputation.

3. Application

(1) Application must be completed solely via the registration channels provided by the organiser.

(2) By applying, the exhibitor submits a binding offer to enter into a participation agreement.

(3) Application is only valid if completed in full and includes all required information.

(4) The exhibitor undertakes to provide all information truthfully and in full.

(5) Any changes to the company name, address, legal form, contact person or tax details must be notified to the organiser without delay.

(6) By applying, the exhibitor acknowledges these participation- and exhibition terms and conditions as binding.

(6) By applying, the exhibitor undertakes to keep the registered stand staffed and fully operational throughout the entire opening- and event times, and not to obstruct visitor flow.

4. Admission

(1) Admission is decided solely by the organiser.

(2) There is no legal entitlement to participate.

(3) The admission decision is made taking into account, in particular,

- of the event concept,
- of the goods and services offered,
- of the available exhibition space,
- security-related considerations
- maintaining of a balanced range of exhibitors

(4) The Organiser is entitled to refuse admission without stating any reasons.

(5) Admissions already granted may be withdrawn if facts subsequently come to light which, had they been known at the time, would have precluded admission.

(6) In such cases, no claims for compensation may be brought against the Organiser, unless there is intent or gross negligence.

5. Conclusion of Contract

(1) The participation agreement is not concluded until the organizer issues a written order confirmation.

(2) An automatic confirmation of receipt of a registration does not constitute acceptance of the contract.

(3) The scope of the contractual services is determined solely by

- the written order confirmation,
- the booked services,
- the participation- and exhibition terms and conditions,
- the supplementary event documentation.

(4) Any side agreements, amendments or additions to the participation agreement are only valid if made in writing.

(5) The organiser is entitled to have services provided by suitable agents or service providers.

(6) The Organiser reserves the right to withdraw from the contract at any time where there is an objectively justified reason. Such a reason shall exist in particular where the Exhibitor breaches the obligations set out in the Terms and Conditions of Participation.

6. Stand Allocation and Placement Principles

(1) Stand space is allocated exclusively by the Organiser.

(2) Requests regarding the location, size or type of stand space will be considered where possible, but do not give rise to any entitlement to allocation.

(3) For organisational, safety-related or conceptual reasons, the Organiser is entitled to allocate stand spaces differently at any time.

(4) Long-standing exhibitors, sponsors and exhibitor-specific circumstances may be taken into account when determining placement.

(5) The Exhibitor is obliged to use the allocated area solely for the purposes agreed in the contract.

(6) The full or partial transfer of the stand space to third parties is not permitted without the Organiser's prior written consent.

(7) Any exchange of stand spaces between exhibitors requires the Organiser's prior written consent.

(8) Changes to the location of the booth or the layout of the hall do not entitle the customer to cancel the contract or to a reduction in the agreed fees.

7. Participation fees and Additional services

(1) Participation fees for taking part in the event are charged in accordance with the price list in force at the time.

(2) The participation fees cover only those services expressly listed in the relevant service description.

(3) Additional services - particularly exhibitor passes, power connections, advertising services, hired furniture, display cases, safes, security services, storage areas or other service offerings - will be charged separately.

(4) All prices are net, plus VAT at the applicable statutory rate, unless expressly stated otherwise.

(5) The organiser reserves the right to offer services only within available capacity.

(6) There is no entitlement to specific additional services.

8. Invoicing and payment terms

(1) Invoices must be paid in full, without deduction, by the deadline stated on the invoice to the account specified by the organiser.

(2) All payments must be made in euros.

(3) Payment is deemed to have been made on time only once the full amount has been received in the organiser's account.

(4) The allocation of stand space, the issue of exhibitor passes, and the provision of booked additional services may be made conditional upon full settlement of all invoices.

(5) If the exhibitor falls into arrears, the organiser is entitled to:

- charge reminder fees,
- calculate default interest in accordance with statutory provisions,
- suspend admission,
- reallocate the stand space elsewhere,
- terminate the participation agreement with immediate effect.

(6) This does not affect the obligation to pay any amounts already due.

(7) If, after an invoice has been issued, the exhibitor requests changes to the billing address, company name, legal form or other billing-relevant details, the organiser may charge a reasonable administration fee.

9. Withdrawal by the Exhibitor and Cancellation

(1) Withdrawal from participation free of charge is possible up to the official registration deadline.

(2) The decisive factor is receipt by the organiser of the written notice of withdrawal.

(3) If withdrawal takes place after the registration deadline, the following cancellation terms apply:

(a) after invoicing:
50% of the invoiced amount

(b) within 30 calendar days before the event begins:
100% of the invoiced amount

(4) The obligation to pay for third-party services already commissioned and individually ordered additional services remains in place insofar as these costs have been incurred by the organiser.

(5) Providing a replacement participant requires the organiser's prior written consent. There is no entitlement to such consent.

(6) If the exhibitor cannot use their stand due to breaches of laws, official regulations or Technical Guidelines, they must nevertheless pay the full participation fee and all booked services.

10. Assembly and disassembly

(1) The respective set-up and dismantling times will be communicated by the organiser in good time.

(2) The exhibitor is required to comply with these times.

(3) No work may be carried out in the halls before the official setup times begin.

(4) All stand construction, decoration and fit-out work must be completed before the event begins.

(5) Early dismantling of exhibition booths or early cessation of business activities during the event is not permitted.

(6) In the event of a violation of paragraph 5, the organizer may impose a contractual penalty of up to 1,000 euros.

(7) After the event has ended, the exhibitor must clear the stand area completely within the specified deadlines.

(8) Any items left behind may be removed, stored or disposed of at the exhibitor's expense.

(9) Trading, purchasing, selling or bartering outside the official event and opening hours, as well as during set-up and dismantling periods, is prohibited. This applies in particular to all business activities within the event premises and on the event site.

(10) In the event of breaches, the organiser reserves the right to exclude the persons concerned from the event without any entitlement to a refund of fees already paid, and to block issued exhibitor or visitor passes with immediate effect.

11. Stand construction, stand design, rental items

(1) All stands must be erected and operated in accordance with the applicable technical guidelines of the respective venue.

(2) The exhibitor is required to comply with all statutory safety, fire, building and accident-prevention regulations.

(3) Stand structures must not unreasonably impair neighbouring stands, either visually or functionally.

(4) The organiser may require changes where stand structures breach technical requirements, safety regulations or official conditions.

(5) If the exhibitor fails to comply with such a request, the organiser is entitled to have the necessary measures carried out at the exhibitor's expense.

(6) Decorative materials must comply with the fire-safety requirements in force at the time.

(7) Proof that the materials used are permitted must be provided on request.

(8) Any decorations attached to walls or to the stand system must be removed by the exhibitor in full and without leaving any residue.

(9) The exhibitor is liable for any damage to hired stand construction systems, walls, display cases, furniture or other fittings.

(10) Deposit (security) for hired display cases: A reasonable deposit must be paid for each hired display case. If the display cases are returned undamaged on Sunday at the information desk or the designated location, the deposit will be refunded.

(11) Deposit for transport pallet jacks: We provide transport pallet jacks. Starting early Saturday morning, NUMISMATA staff will require an informal deposit of €100 per pallet jack. The user who returns the pallet jack will receive the deposit back.

12. Exhibitor Passes

(1) Each exhibitor will receive the number of exhibitor passes specified in the relevant service description.

Allocation for:

Table up to 2 m	3 passes
<i>Per additional m</i>	<i>1 pass</i>
Box 4 m	3 passes
<i>Per additional m</i>	<i>1 pass</i>

- (2) Exhibitor passes are issued to individuals and are non-transferable.
- (3) Additional exhibitor passes may be purchased for a fee.
- (4) The organiser is entitled to make the issue of passes conditional upon full settlement of all outstanding amounts.
- (5) In the event of misuse, a pass may be withdrawn at any time and declared invalid.
- (6) The exhibitor is liable for all damage arising from the misuse of its passes

13. Co-exhibitors and represented companies

- (1) The inclusion of co-exhibitors, partner companies or represented firms within a stand area requires the organiser's prior written consent.
- (2) Additional fees may be charged for co-exhibitors.
- (3) The principal exhibitor submitting the application is liable to the organiser for all obligations of its co-exhibitors.
- (4) Admission of a co-exhibitor may be refused for the same reasons that apply to principal exhibitors.
- (5) Unregistered co-exhibitors or represented companies may be excluded from the event by the organiser.

14. Advertising and Sponsorship

- (1) Advertising is permitted solely within the stand area allocated by the organiser.
- (2) Any advertising activities outside your own stand area—particularly in aisles, entrance areas, car parks or other shared spaces—require the organiser's prior written consent.
- (3) Distributing advertising materials, brochures, promotional gifts or any other promotional items outside your own stand is permitted only with the organiser's express authorisation.
- (4) Acoustic, visual or audiovisual advertising must not unreasonably disturb neighbouring exhibitors or visitors.
- (5) The organiser is entitled to stop or have removed any unauthorised advertising measures at the exhibitor's expense.
- (6) Sponsorship arrangements require a separate written agreement.
- (7) Sponsorship does not give any entitlement to specific stand locations, exclusive rights or future participation unless expressly agreed in writing.
- (8) The use of the NUMISMATA name, logos or trademarks for advertising purposes requires the organiser's prior consent.

15. Exhibitor Directory

- (1) The organiser publishes an official exhibitor directory in digital and/or printed form.
- (2) The standard listing generally includes:

- Company name
- Stand number
- Country
- Specialist areas
- Association membership

- (3) The standard listing is included in the participation fee.
- (4) The exhibitor alone is responsible for the accuracy of the published information.
- (5) The organiser accepts no liability for printing, typesetting, transmission or publication errors.
- (6) There is no entitlement to the publication of any specific content.

16. Delivery of Goods, Logistics and Parking

(1) Goods may be delivered and collected only within the published time slots and in accordance with the rules of the respective venue. For larger delivery volumes, it is recommended to use the designated logistics partners on site. The organiser does not accept deliveries, letters or any other consignments addressed to exhibitors or third parties.

(2) The exhibitor is obliged to comply with the applicable traffic-, security and logistic regulations.

(3) Use of loading areas may be time-limited and may be made subject to the payment of a deposit.

(4) Vehicles may be parked only in the areas designated for this purpose.

(5) The organiser does not provide any security and accepts no liability for vehicles, trailers or their contents.

(6) All costs for transport, freight forwarding, storage and customs clearance shall be borne by the exhibitor.

(7) The organiser is entitled to set special rules for heavy haulage, valuables transport or special deliveries.

17. Security Room, Safes, and Valuables

(1) The organiser may provide security rooms, safes, lockers or similar facilities, or arrange their hire.

(2) There is no entitlement to the provision of such facilities.

(3) Use is entirely at the exhibitor's own risk. To the extent permitted by law, the organiser accepts no liability for loss, theft, damage or diminution in value of items stored. The organiser expressly recommends taking out suitable insurance.

(4) The provision or arrangement of security rooms or safes does not create a contract of deposit/custody.

(5) The exhibitor remains responsible at all times for safeguarding their goods, valuables and documents.

18. Commercial Activities and Permitted Goods

(1) The sale, purchase and display of goods are permitted only within the allocated stand areas.

(2) In particular, the following are permitted:

- Coins
- Banknotes
- Medals
- Orders and decorations
- Historical securities
- Collecting supplies
- Specialized literature
- Precious metals
- Numismatic services

as well as other goods and services approved by the organiser.

(3) The following are not permitted in particular:

- unlawful goods
- counterfeit or altered items
- pirated copies
- goods bearing prohibited symbols
- goods the possession or trade of which breaches applicable law

(4) Trading in cultural property, such as archaeological finds, is permitted only in compliance with all applicable international and national laws and upon proof of the lawful provenance of each individual object.

(5) Offering, displaying or selling items with the intention to deceive fraudulently is prohibited.

(6) Where there is suspicion of legal infringements, the organiser is entitled to order the removal of the relevant goods.

(7) Serious or repeated breaches may result in immediate exclusion from the event.

(8) Entitlement to a refund of fees already paid does not apply in such cases.

(9) Exhibitors are required to handle all transactions concluded at the fair in full legal compliance, both in substance and in form (e.g. invoicing, purchase receipts)

19. Permits, Documentation and Provenance Requirements

- (1) The exhibitor is obliged to obtain, in good time, all permits, licences and official documentation required for its activities.
- (2) All statutory provisions, in particular tax-, trade-, customs-regulations, must be complied with.
- (3) The exhibitor bears sole responsibility for ensuring that the goods and services offered are lawful.
- (4) For cultural property, archaeological objects or other items requiring evidence, suitable proof of origin- or ownership must be provided on request.
- (5) The organiser may request such evidence at any time and may make its submission a condition for continued participation.
- (6) If the required evidence is not provided, the organiser may remove the affected goods or exclude the exhibitor from the event.
- (7) Any costs arising from this shall be borne by the exhibitor.

20. Photo-, film-, audio-and media recordings

- (1) The organiser, as well as persons appointed by them, is entitled to take photo-, film-, video- and audio recordings during the event.
- (2) In particular, the recordings may be used for the following purposes:

- Reporting
- Press and PR
- Event documentation
- Organiser's website
- Newsletter
- Social-media-channels
- Advertising- and marketing activities
- Printed materials and publications

- (3) By entering the event premises, visitors, exhibitors, stand staff, co-exhibitors and other participants consent to the creation and use of such recordings to the extent stated above.
- (4) The organiser is entitled to photograph or film exhibition stands, exhibits and display areas.
- (5) Where required by law, the rights of the persons concerned under the applicable data protection regulations remain unaffected.

(6) Individual shots in which people are clearly recognisable in the foreground may only be published with explicit consent.

(7) Any commercial filming-, television- or photography by the exhibitor or third parties requires the organiser's prior consent.

21. Visitors, admission tickets and ticket sales

- (1) Admission to the event is generally permitted only with a valid ticket or an access authorisation issued by the organiser.
- (2) In accordance with § 312g (2) no. 9 BGB, there is no right of withdrawal when purchasing tickets.
- (3) Tickets are generally non-exchangeable, non-returnable and non-refundable.
- (4) If a visitor is unable to attend for personal reasons, in particular due to illness, travel disruption or clashing appointments, no refund will be granted.
- (5) If the event is cancelled in full before it begins and no alternative date is offered, only the ticket price paid will be refunded.
- (6) Any further claims, in particular for reimbursement of travel-, accommodation-, catering- or other consequential costs, are excluded to the extent permitted by law.
- (7) If the event is rescheduled, tickets will generally remain valid for the replacement date.
- (8) If the event is shortened, interrupted or ended after it has begun, there is no entitlement to a refund of the ticket price.
- (9) Discounted tickets apply only to the groups of people announced by the organiser, in particular:

- Members of numismatic societies
- People with disabilities

Relevant proof must be provided on request.

- (10) Online-tickets may be presented either digitally or as a printout.
- (11) Each ticket entitles the holder to a single entry only.
- (12) Tickets that have been tampered with, duplicated or misused will be invalid.

22. House Rules and Safety Regulations

(1) The organiser and the operator of the event venue shall exercise the right to control and regulate access to the premises (house right).

(2) Instructions issued by the organiser, the venue operator, security personnel, the fire brigade, the police, or any other authorised persons must be complied with.

(3) Employees of the organiser and the venue operator are entitled to enter the exhibitor's stand at any time. The venue operator, alongside the organiser, exercises the house right and may remove exhibitors or visitors from the exhibition grounds in the event of violations of the venue regulations.

(4) Persons may be removed from the event premises or denied access if they:

- disrupt the event or endanger public safety and order;
- fail to comply with the instructions of authorised persons;
- violate applicable laws, official regulations, or the venue rules;
- are under the influence of alcohol, drugs, or other intoxicating substances to an extent that may endanger themselves or others;
- carry prohibited items or refuse security checks.

(5) In such cases, there shall be no entitlement to a refund of admission fees, stand fees, or any other costs.

(6) The carrying of weapons within the meaning of the applicable Weapons Act, as well as any other dangerous objects, is prohibited unless expressly authorised by law.

(7) Animals may only be brought onto the premises with the organiser's prior consent. This does not apply to legally recognised assistance dogs.

(8) The venue's current house rules shall form an integral part of these Terms and Conditions of Participation.

23. Exhibitor's Liability

(1) The exhibitor shall be liable for all damage caused by the exhibitor, its employees, agents, co-exhibitors, contractors, or any other persons attributable to the exhibitor.

(2) This shall apply in particular to damage caused to:

- Buildings
- exhibition halls and venue facilities
- exhibition stand construction systems
- technical equipment and installations
- rented furniture and furnishings
- display showcases and display cases
- safes and secure storage units
- any other property belonging to the organiser, the venue operator, or third parties.

(3) The exhibitor shall indemnify and hold harmless the organiser against any and all claims asserted by third parties arising from any breach of obligations by the exhibitor.

(4) Such indemnification shall also include reasonable legal costs and expenses incurred in the defence or enforcement of such claims.

24. Liability of the Organiser

(1) The organiser shall be liable without limitation for damages caused by wilful misconduct (intent) or gross negligence.

(2) In cases of ordinary negligence, the organiser shall only be liable for the breach of essential contractual obligations (cardinal obligations), and such liability shall be limited to the foreseeable damage typical for the contract.

(3) The above limitations of liability shall not apply in cases of:

- injury to life, body, or health;
- liability that cannot be excluded or limited under mandatory applicable law;
- claims under the German Product Liability Act

(4) The organiser shall not be liable for:

- loss, theft, damage, or diminution in value of the exhibitor's property.
- force majeure
- technical failures, interruptions, or disruptions that are beyond the organiser's reasonable control.

(5) The safeguarding and supervision of the exhibitor's own goods, valuables, and property shall be the sole responsibility of the exhibitor.

25. Insurance and Security

(1) The organiser recommends that each exhibitor obtain adequate insurance coverage for participation in the event.

(2) Such insurance should include, in particular:

- public liability insurance
- exhibition insurance
- transport insurance
- theft insurance

(3) The provision of general hall security shall not constitute security or supervision of individual exhibition stands, exhibits, merchandise, or other property.

(4) The organiser does not provide any insurance coverage for the benefit of exhibitors. The responsibility for obtaining adequate insurance coverage rests solely with the exhibitor.

26. Force Majeure, Event Cancellation, Postponement and Changes

(1) The organiser shall be entitled, for good cause, to postpone, shorten, extend, temporarily suspend, or cancel the event in whole or in part.

(2) Good cause shall include, in particular:

- force majeure
- official orders
- war
- terrorism
- natural disasters
- epidemics or pandemics
- strikes
- security risks
- failures of essential infrastructure

(3) In the event of a rescheduling, the participation agreement shall generally remain in force for the new date or venue.

(4) If the event is cancelled in full for the reasons stated above, the organiser may take into account, on a pro-rata basis, costs already incurred that could not be avoided.

(4) The organiser may, at its own discretion and with due regard to the legitimate interests of exhibitors, cancel the event if it cannot be run on an economically viable basis or if the number of registrations does not ensure an offer in line with expectations. Any cancellation or postponement will be announced no later than one month before the start of the event. Upon cancellation, all mutual performance obligations cease; there shall be no entitlement to reimbursement of costs already incurred or to compensation. Payments already made for services not yet provided will be refunded by the organiser. In the event of a full or partial relocation or a shortening of the event, the contract shall be deemed concluded for the amended duration unless the exhibitor objects in writing within two weeks of notification. There will be no reduction in price. All service provisions will be delivered within the limits of available capacity.

(5) No further claims for damages or reimbursement of other expenses shall arise, insofar as permitted by law.

27. Data Protection

(1) Personal data is processed solely in accordance with the applicable data protection laws.

(2) Processing is carried out in particular for the purposes of:

- contract administration
- running the event
- communication with exhibitors and visitors
- preparation of the exhibitor directory
- compliance with statutory obligations

(3) Additional information regarding the processing of personal data is set out in the organiser's current Privacy Policy, available at:

[NUMISMATA Privacy Policy](#)

This Privacy Policy forms an integral part of these Terms and Conditions of Participation.

28. Jurisdiction and applicable law

(1) The law of the Federal Republic of Germany shall apply exclusively, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

(2) To the extent permitted by law, Munich shall be the exclusive place of jurisdiction for all disputes arising from or in connection with the participation relationship.

(3) The place of performance for all mutual obligations is Munich.

29 Severability clause and final provisions

(1) Should any provisions of these participation- and exhibition terms and conditions be or become wholly or partly invalid, the validity of the remaining provisions shall remain unaffected.

(2) The invalid provision shall be replaced by the legally permissible provision that comes closest to achieving the economic purpose of the invalid provision.

(3) Amendments and additions to these participation- and exhibition terms and conditions must be made in writing.

(4) The version published by the organiser from time to time shall be authoritative.

(5) These General participation- and exhibition terms and conditions shall take effect upon publication.

(6) In the event of any discrepancies between the German and English versions of these terms and conditions, the German version shall prevail.
