

## Event Terms & Conditions (01.17)

- 1. General:** The event terms & conditions are valid excluding the vendor's opposing terms and conditions for the duration of the business relation between uba GmbH, Uwe Bergmann Agentur, events & event consulting as the organiser (UBA) and the stall tenant (vendor). Additional and subsidiary agreements must be given in writing (e.g. letter, fax, email). UBA operates fairs, public and special events and areas at events that are financially and organisationally executed by UBA. The vendor guarantees that he has taken out liability protection.
- 2. Contract Formation and Commitment:** The decision to accept an application lies with UBA and is subject to the event objectives, the available space and the suitability of the vendor. Decisions are not being justified. UBA can confirm applications until event commencement, unless it has been revoked. It is possible to revoke an application until four weeks prior to the event, or until written confirmation by UBA.
- 3. Stall Occupancy, Range of Goods, Advertising, Sponsoring:** The vendor is obliged to pay any fees upfront. Until incurred fees have been paid the vendor has no usufruct of the event space. Subletting is not allowed. The vendor has no claim to a specific space. The designation in the confirmation has organisational purposes and is without obligation. The exact positioning resides with UBA. Opening hours and event venue are displayed on the stall confirmation form. A stall is made up of all its components incl. roofing and shaft. Stalls must not be firmly anchored in the ground. UBA has the right to determine size, content and configuration of the stalls as well as goods and services on offer based on the occasion. The vendor is obliged to state the entire range of goods on the application form. Variations of the product range stated in the contract are not allowed and must be removed on request by UBA. Constructional changes to the ground, extreme pollution around the stall as well as spatial extensions to the stall that are not included in the contract are not allowed. The occupation of the space, load-in and -out as well as transport to and from the event site happen at the vendors own risk. The vendor is liable for any potential damages/flaws. The vendor is not allowed to incorporate own sponsors and/or third party advertising in the stall. This requires previous permission by UBA. Individual media co-operations are subject to approval by UBA. UBA reserves the right to reduce the range of goods and to grant vendors the exclusive right for the sale of a product or to prescribe the source of a product.
- 4. Load-in and Load-out:** UBA determines load-in and load-out times. Not abiding by these times is considered a reason for instant dismissal of the contract. In this case the vendor cannot claim compensation. UBA has the right to assign a third party with the load-out, transport and storage of the stall at the vendor's cost, should the vendor fail to finish the load-out on time.
- 5. Behaviour at the Event Site:** Vendors must abide by the instructions of UBA and security personnel. Stalls must be open and staffed during the event opening hours. The vendor must display company name and address clearly visible on the stall. Road traffic regulations apply at the event venue. Delivery is only permitted and possible outside event opening hours and must end ½ h prior to opening. Driving on the event site is prohibited during event opening hours. Acoustic broadcasting units may not be used without permission from UBA. This requires a separate application. Legal loudness levels are not to be exceeded. UBA will withdraw the music licence after three transgressions of the loudness level, which is determined by a phono meter provided by UBA. Fire rescue paths, emergency exits, hydrants and house entrances must be kept clear at all times. Designated parking for vendors is not provided. The vendor agrees to clean in a radius of 5 meters around the stall, to leave the site in a clean condition and to place any waste ready for collection in front of the stall no later than 2 hours after event closing time. The vendor is obliged to provide a minimum of two waste bins, which must be cleaned and emptied independently. If any of the above duties are violated UBA is entitled to take remedial action itself or through a third party.
- 6. Permissions by the Authorities:** Governmental permissions for business operations must be obtained by the vendor. The vendor commits to any legal regulations applicable to the stall especially food, hygiene, pestilential, trade, competition, tax and customs laws. The trader must be able to present a trade licence or a document providing proof of tax exemption for the event.
- 7. Revenue and Custom Regulations:** For events falling under customs legislation the vendor agrees to abide by the regulations of the customs authority.
- 8. Environmental Aspects:** The exact specification of the dishware in the application is binding. Disposable, plastic or paper plates are not permitted. Reusable utensils are required (e.g. china, glass etc.). In case of any violation, UBA is entitled to terminate the contract without compensation claims arising from the vendor. Administrative penalties and costs arising from the non-compliance of the dishes use shall be borne by the tenant. Beverages may only be served in reusable containers. Disposable packaging (incl. bottles) must be charged with a deposit when sold. The vendor must ensure the dispose of packaging (incl. disposable bottles) on his own. UBA reserves the right to ban the sale of bottles. In that case the content must be poured into reusable cups charged with a deposit.
- 9. Act of Nature, Limitation of Liability:** If the rental agreement cannot be fully met by UBA for reasons beyond UBA's responsibility, the vendor is entitled to a refund of the stall fee, other costs are not refundable. UBA is entitled to shorten the event due to force majeure or governmental request, or to cancel ahead of time. The stall fee is considered incurred, if the event takes place for a minimum of 75% of the planned duration. The minimum duration is calculated by the hour. Each hour entered is counted as a full hour. If the actual event is shorter, the vendor is entitled to a pro rata refund of rent paid for every hour that the event is shorter than the aforementioned period. The amount of the refund is calculated based on the hourly rental for the planned duration of the event. UBA is only liable for damages in case of malice or gross negligence. This limitation shall not apply to injury to life, body or health. UBA is not liable for theft or other damage they are not responsible for.
- 10. Rental Equipment:** Furniture and equipment can be rented through UBA (e.g. food and trade marquees, huts, counters, sinks, refrigerators, trailer bars etc.). The rental equipment is considered damage free when no list of damages is presented in text form upon handover. If equipment is contaminated or damaged upon return, it will be repaired and/or cleaned by UBA or a third party assigned by UBA at the vendor's expense.
- 11. Electricity, Gas and Water Supply:** The electricity fee includes the provision of electricity junction boxes, on-call service and a connection to the public network and the estimated consumption per stall (equivalent to 25% of the electricity fee). Connections between the stall and the electricity box need to be linked independently. The maximum distance between stall and electricity box is 50m. If the consumption listed on the application is lower than the actual consumption of the connected devices, UBA is entitled to recalculate additional charges. The water fee includes the provision of a hydrant GEKA coupling, ½ inch hose, within a maximum radius of 50m of the stall. Water connections between stall and hydrant must be made independently using return flow protected and officially sanctioned fresh water hoses. UBA is entitled to cut off the water supply and shut down the stall, if illegitimate material is being used and the vendor will bear any resulting oncost. Dishes must be washed at a minimum of 70 degrees Celsius. Draining off greasy wastewater requires the use of a fat separator. The wastewater temperature may not exceed 30 degree Celsius. Any vendor serving food must pay the water fee, even if he is self-sufficient. Any use of LNG facilities requires a test certificate proving its proper state and must be provided by a qualified employee of the gas provider.
- 12. Payment Terms:** Upon formation of the contract 25% of the stall fee is due as a prepayment. UBA must receive the final payment no later than four weeks prior to the beginning of the event. If the contract is formed less than four weeks prior to the beginning of the event, the full stall fee is payable upon acceptance of the application. If the stall fee is overdue more than seven days, the organiser reserves the right to assign the confirmed space otherwise.
- 13. Cancellation by UBA:** If the vendor breaches essential contractual provisions, the organiser is entitled to immediate termination of the contract. Especially the payment terms and conditions and any further tenant duties are considered essential. In case of cancellation after commencement of the event the vendor is obliged to pay the full rent, however, UBA must count saved costs against the fee. If termination occurs prior to the commencement of the event, mutual obligations are lapsed. In this case the vendor is obliged to pay UBA a reasonable compensation. Up to 2 weeks prior to the event compensations is 25% of the stall fee, 2 to 1 week prior 50% of the stall fee and 1 week prior 75% of the agree stall fee. The vendor has the right to bring forward prove that UBA had less or no damage or that higher expenses were spared. UBA has the right to claim higher damages.
- 14. Cancellation by the Vendor:** An orderly cancellation without notice is possible until the commencement of the event. In case of an orderly cancellation UBA is entitled to a reasonable compensation. Up to 2 weeks prior to the event compensations is 25% of the stall fee, 2 to 1 week prior 50% of the stall fee and 1 week prior 75% of the agree stall fee. The vendor has the right to bring forward prove that UBA had less or no damage or that higher expenses were spared. The vendor's right to terminate the contract for breach of contractual obligations by UBA remains unaffected.
- 15. Contractual Penalties:** Should the vendor fail to comply with the prohibition of third party advertisement (section 3) or the obligation to organise a timely load-out (section 4) or the obligation to open the stall throughout the entire event (section 5) or his obligations under section 8, a reasonable penalty is payable to UBA for each violation. The amount of the penalties is determined by UBA after due consideration and should be reviewed by competent court in case of dispute.
- 17. Choice of Law and Jurisdiction:** German law applies. If all parties are merchants, the place of jurisdiction is the company domicile of UBA.
- 18. Severability Clause:** The ineffectiveness of individual regulations has no effect on the validity of remaining clauses.