

GENERAL TERMS AND CONDITIONS OF PARTICIPATION FOR EXHIBITORS

Section 1 General Information

The *Verein für Deutsche Schäferhunde (SV) e. V.* organises the annual principle association events which are identified in the application documents. Upon request (rental application), the *Verein für Deutsche Schäferhunde (SV) e. V.* (hereinafter referred to as "Lessor") grants exhibitors (hereinafter referred to as "Lessee") an authorisation to participate in the event and to display certain show-pieces (conclusion of stand rental agreements).

Section 2 Event Period and Applicable Deadlines

(1) The following events shall take place at the time and at the event location which is indicated on the respective application documents: *SV-Bundessieger-Zuchtschau* [Conformation Show of SV Winners on Federal Level] and the *SV-Bundessieger-Prüfung* [Examination of SV Winners on Federal Level] as well as the *Deutsche Jugend- und Juniorenmeisterschaft* [German Youth and Junior Championships] organised by the SV and, if applicable, the WUSV World Championships.

Section 8 of these General Terms and Conditions of Participation shall not be affected by this.

(2) Applications for this event will be only accepted until the date which is indicated on the application documents.

(3) Assembly and opening times will be published once the applicant is admitted; such admission shall become a part of these General Terms and Conditions of Participation. After the event begins, assembly works during the opening hours shall generally not be admitted.

Section 3 Charges, Payment Conditions, Lessor Lien

(1) The participation charges indicated in the relevant valid application documents shall be applicable (these prices shall include the rental fee for stands as well as consultancy and other services provided by Lessor).

(2) All prices indicated in the application documents shall be net prices to which the respective amount of value-added tax will be added.

(3) The contribution to visitor promotion material expenses shall be included in the rental fee.

(4) All invoices shall become due for payment after they were received, without any deduction. The total invoice amount must be paid by the date indicated on the respective invoice at the latest. In the case where both the authorisation is granted and the invoice is prepared only after the due date indicated in the application documents, the total invoice amount shall immediately become due for payment. Should the applicant be in arrears, he/she shall be obligated to pay interests on late payments to the amount of 5% above the respective discount rate. Prior to Lessee **having paid** the stand charges, they shall have **no right to make use** of the stand.

(5) Any complaints which were not made within 14 days after the invoice was received shall not be considered. Lessor undertakes to separately inform Lessee about this when preparing an invoice.

(6) Each square metre or a part thereof shall be invoiced to its full amount and ground areas shall generally be invoiced on the basis of a square form without considering any area restrictions, hand-rails, installation connections and similar things.

(7) On the condition that these exist, Lessee may also rent from Lessor advertising spaces on the open-air exhibition ground and within the halls as well as on the exterior walls.

(8) For the purpose of securitising any accounts receivable from this rental agreement, Lessor reserves a lessor security right on the basis of section 559 *BGB* [*Bürgerliches Gesetzbuch* – German Civil Code]. Lessor shall not be liable for any negligent damage to objects which they confiscate during execution their justified lien.

(9) According to the provisions on the basis of section 4 para. 3 of these Terms and Conditions of Participation as well as on the basis of section 8 para. 1 no. 11 of the *Umsatzsteuergesetz* [German Act on Turnover Tax], lessees coming from other countries than Germany shall **not** be exempted from the payment of taxes.

Section 4 Application

(1) All companies which sell exhibition pieces corresponding to the character of this event and to the statutes and regulations issued by the *Verein für Deutsche Schäferhunde (SV) e. V.* shall have the right to apply for participation in this event.

(2) Lessee shall be obligated to use the respective application form to register for the event; such form must be completed typewritten or in block letters and be signed by an authorised signatory.

(3) Lessee shall be obligated to guarantee that the exhibition pieces which they intend to display are subject to their unrestricted authorisation to dispose and that these pieces are new products, not second-hand ones.

(4) Lessee shall be obligated to separately indicate any product characteristics (design, odour, sounds etc.) which might interfere with normal operations.

(5) By registering for this event, Lessee shall be obligated, if need be, to also submit an application or approval by Lessor for the conclusion of a sub-lease agreement between Lessee and another company which is present at the event.

(6) The names of all companies which are present at the stand must be communicated to Lessor upon submitting the application documents.

(7) The carbon copy is intended for Lessee to be filed with their documents.

(8) The position of the stand shall **not** be subject to the time of submitting the application documents.

(9) Any application documents which are submitted after the closing date (section 2 para. 2 of these General Terms and Conditions of Participation) may only be processed with reservations.

Section 5 Admission

(1) The admission of Lessee by Lessor shall include the assignment of certain exhibition spaces as well as the authorisation to display certain exhibition pieces.

(2) Within the framework of the law, Lessor shall have the right to reject an admission without being required to indicate any reasons for this.

(3) Lessor shall decide about the position of the stand space applied for under consideration of the exhibition pieces mentioned in the application documents. The assignment of spaces shall not be subject to the time of submitting an application. Special requirements of Lessee shall be considered by Lessor only on the condition that this was confirmed in writing in advance.

(4) Stand spaces smaller than 6m² [7.1sq. yd.] will **not** be rented.

(5) Second-hand goods, any goods which might interfere with the event due to their outer appearance, odour, sounds etc., goods

which do not correspond to the statutes and the regulations issued by the *Verein für Deutsche Schäferhunde (SV) e. V.* and any goods which are not subject to Lessee's unrestricted authorisation to dispose shall not be admissible.

(6) **We hereby expressly refer to the applicable provisions on the basis of the *Bundesartenschutzverordnung* [German Ordinance on the Protection of Endangered Species] and of the *Bundesartenschutzgesetz* [Federal Act on the Protection of Endangered Species].**

(7) Any admission must be made in writing.

(8) In the case where the admission does not deviate from the application documents, the respective rental agreement shall be concluded upon the receipt of the admission documents by Lessee.

Should the admission deviate from the application documents, the respective rental agreement shall be concluded to the extent to which Lessee does not object to such admission within a period of 14 days.

Lessor undertakes to separately inform Lessee about the deviation admission when transmitting it.

Section 6 Lessee Being Bound to the Agreement

(1) Any companies which registered for this event and which received the admission documents from Lessor may be released from this contractual relationship in the case where the suspension of any rental agreement is applied for at least four weeks prior to the beginning of the exhibition.

In the case where this rental agreement is cancelled upon Lessee's request, Lessor shall be entitled to a lump sum to the amount of EUR 150.00 as compensation for all expenses incurred by Lessor. This shall also apply if Lessor is able to rent the respective spaces to any other participant.

The cancellation of the agreement shall be confirmed by Lessor in writing.

Lessee shall have no right to sub-lease the stand spaces rented in their name or hand it over to other companies.

(2) In addition, Lessor shall have the right to withdraw from the rental agreement, on the condition that they granted a period of grace and that Lessee still did not ordinarily fulfil their payment obligations, and Lessee shall be liable for any damage which Lessor incurred due to this.

Section 7 Subsequent Change of the Assigned Stand Space

(1) In the interest of the entire event, Lessor must be granted the possibility during the exhibition preparation period to flexibly take all resulting changes into consideration. For this reason, Lessor shall have the right to subsequently change the stand spaces which were initially indicated in the admission documents (such as assigning any other place for the stand, changing the size of such stand or removing or closing entrances and exits of the exhibition area).

(2) Lessor shall have no right to request deviations of more than one third of the stand space which was initially assigned to Lessee.

(3) Lessee shall have a claim for reimbursement of the difference by which the participation fee might be reduced due to such changes.

(4) In the case where a change of the assigned stand spaces without the payment of any compensation must be considered to be unacceptable for Lessee with respect to their expenses and under consideration of Lessor's interests in an overall planning taking the requirements of all lessees into account and in the regulations agreed upon on the basis of section 7 para. 2 und para. 3, Lessee shall have the right to compensation for any damage which they incur due to the fact that they rely on the stand space assigned to them.

(5) Any additional claims for damages and a right to withdrawal for Lessee shall be excluded; Lessee shall derive no rights from the

fact that the position of other stands is changed in relation to their stand.

Section 8 Subsequent Changes to the Entire Event

Due to any compelling reasons beyond the control of Lessor, in particular in the case of force majeure, this event may be cancelled, shortened, postponed or even prolonged. In this case, exhibitors shall neither have the right to withdraw from the agreement nor shall they have any claim for damages.

Section 9 Event Catalogue

(1) The organisers of this event will publish an official event catalogue. On the condition that the application documents were submitted on time, Lessor shall provide for the inclusion into the alphabetical register of exhibitors contained in the catalogue without the need for additional application.

Section 10 Event Identification Cards

(1) After having paid the entire invoice amount, Lessee shall receive their respective working and exhibition identification cards. These identification cards will be issued according to name and they may not be transferred (section 123 *StGB* [*Strafgesetzbuch* – German Criminal Code]).

(2) Lessee shall receive, free of charge, the required number of working identification cards for all company and third-party auxiliary workers who were employed to perform assembly and disassembly works. These **working identification cards** shall only be valid during the official assembly and disassembly periods; they do **not grant any right** to enter the exhibition area during the event.

(3) For the period in which the event takes place, Lessee, without any separate invoice for this, shall be provided with the following:

- three exhibition identification cards for a stand size of up to 20m² [12sq. yd.];
- one exhibition identification card each for 10m² or a part thereof in the case of stand sizes of more than 20m² [24sq. yd.].

The acceptance of additional companies present at the stand space does not establish a claim for an increased number of exhibition identification cards free of charge. Additional exhibition identification cards may be ordered from Lessor at the price which is indicated in the application documents.

Section 11 Usage Regulations Applicable to the Event Area

The usage regulations provided for by the respective owners, regular operators or leaseholders of the event location shall be a component of the General Terms and Conditions of Participation for this event.

Section 12 Circular Letters

To the extent to which this is required, the lessees will be informed on the basis of circular letters, after they have been admitted, about details as to the preparation and the execution of this event. Such circular letters shall be a component of these Terms and Conditions of Participation.

Section 13 Moving-In to the Stand

(1) In the light of the limited number of working hours of Lessor's employees and in the interest of all lessees in the smooth running of the event, it is not possible for Lessor to grant any lessee the right to move in to their stand at a later time in the case where they did not move in within the period indicated under section 2 para. 3 of these General Terms and Conditions of Participation.

(2) Apart from that, the provisions on the basis of section 6 para. 2 of these General Terms and Conditions of Participation shall apply.

Section 14 Transport of Goods to be Displayed

(1) Lessee shall be exclusively responsible for the transport, the storage and the supervision of their goods to be displayed.

(2) Lessor shall not accept any deliveries which are intended for Lessee; Lessor shall be liable neither for incorrect or for delayed deliveries nor for any losses.

(3) A speed limit of 10kph [6mph] applies to the entire event location. Both the height and the width of entrance gates must be considered. Vehicles may not enter any blocked roads, parks and green spaces as well as any other parts of the exhibition area where vehicles are not allowed.

Irrespective of any liability assumed by haulage contractors, Lessee shall be directly liable for any damage which they caused. During the opening hours, Lessee and their personnel may park vehicles of any kind only on parking spaces which they rented for their respective vehicles for this purpose.

Section 15 Assembly and Layout of the Stand

(1) General Remarks

Admitted stand sizes may not be exceeded in any case. To the extent to which this is required, Lessor shall have the right to separate the different stands. In the case where Lessor determines any violations of the rented and admitted size of the stands, they shall have the right to immediately request from Lessee to reduce the size to the limits which Lessor had admitted. Should Lessee refuse to limit the size of their stand, Lessor shall have the right to have this reduction performed by third parties at the expense of Lessee. In this case, Lessor shall not be liable for slight negligence.

In the case where Lessee reacts in an unreasonable way and if they refuse to reduce the size of their stand to the size which had been admitted, Lessor shall have the right to have the stand removed. The time and the type of removal shall be at the exclusive discretion of Lessor.

Installations and fire service equipment may not be laminated, have things hung on them or be painted in any way; they must be freely accessible at all times.

(2) Assembly

Both the equipment and the design of the stands as well as all assembly works which are required for this shall be the exclusive responsibility of Lessee. However, Lessee shall be obligated to take the character and the appearance of the event into consideration for this. In this respect, Lessor shall be authorised to prescribe any changes to the design of stands.

The name and the registered office of Lessee must be clearly visible at the stand.

Any goods to be displayed which, due to their appearance, odour, sounds, vibrations or similar characteristics, present a significant hazard to or cause interferences with other exhibitors, with other participants in the event or with other goods to be displayed by other lessees or which do not comply with the statutes and the regulations issued by the *Verein für Deutsche Schäferhunde (SV) e. V.* must be immediately removed at the request of Lessor. The exhibitor shall be subject to this obligation also in the case where they had indicated such characteristics and where Lessor had initially granted their approval.

In the case where Lessee does not immediately follow the instructions given by Lessor, the latter shall have the right to have the rejected goods to be displayed removed at the expense and the risk of Lessee or to close their exhibition stand. In this case, Lessee shall have no right to assert any claims against Lessor. The time of disassembly for any closed stands shall be determined by Lessor.

(3) Disassembly

The exhibitors shall be obligated to remove any stand construction materials, their entire equipment and all exhibition goods in a way that no objects remain at this place and to restore the initial state of the exhibition area; these works must be completed by the end of

the disassembly period (official disassembly period) which is indicated for each event. No objects may be left behind on the exhibition area; any waste may only be filled into rubbish containers which are provided at the event location. Bulk goods and any goods which are too big to be filled into such rubbish containers in one piece must be cut up accordingly. Any other bulk goods must be removed from the event location and disposed of by Lessee themselves and at their own expense. Any waste material and other objects damaging to the environment may not be filled into the rubbish containers provided at the event location; instead, Lessee shall be obligated to remove them from the event location and to transport them to adequate hazardous waste deposits themselves and at their own expense.

In the case where Lessee does not fulfil this obligation, Lessor shall have the right to

- transport to refuse utilisation plants any goods which Lessee left behind and to
- charge Lessee any costs resulting from this, in particular any working costs, transport costs, refuse collection costs and costs for the removal of bulky refuse and hazardous waste.

To the extent to which such costs were caused by several lessees, the costs shall be allocated to the individual lessees by Lessor at their exclusive discretion. Lessee shall be liable for any damage which is caused by materials damaging to the environment which Lessee had left behind or which Lessee had filled into rubbish containers despite not being allowed to do so. Lessee shall also be liable for any damage caused by Lessee not restoring the initial state of the exhibition area in the way they were obligated to do.

Section 16 Lighting, Electricity, Gas and Water

(1) The supply of connections for lighting, electricity, gas and water to the stands shall depend on the respective infrastructure at the place of exhibition and shall be, if this is required, regulated on the basis of individual cases.

Section 17 Compliance with Technical Due Diligence Provisions

(1) Lessee shall be obligated to only show objects, equipment and goods which comply with the Accident Prevention Regulations on the basis of German law. Any sources of danger due to projecting parts, due to product carriers which are not secured against falling, due to sharp edges or due to sources of dirt, such as trailer couplings etc. from vehicles being used as a selling stand, must be removed by Lessee upon Lessor's request.

Section 18 General Information as to the Operation of the Stand

(1) During the official opening times, competent personnel must be working at the stand.

(2) Any objects which were not approved, in particular any second-hand and disturbing objects, any goods which Lessee may not dispose of without restrictions (section 4 para. 3, 4, and 5; section 5 para. 5) as well as any objects which, in violation of the obligation on the basis of the law (in particular on the basis of German food law), were not labelled properly may not be displayed.

Lessee shall be obligated to provide Lessor, upon their request, with information about their ownership situation with respect to the objects displayed by them. After Lessor having given Lessee a written warning without success, they shall have the right to remove any objects which may not be displayed at the expense of Lessee. In this case, Lessor shall not be liable for slight negligence.

(3) Lessee shall be obligated to clean the stand on a daily basis. All cleaning activities must be completed prior to the beginning of the event.

(4) Each lessee shall be individually obligated to provide for the supervision of their stand or their displayed objects. The lessees

are expressly informed that the risk with respect to their objects to be displayed may be higher during the assembly and disassembly phases. Any exhibition objects of value or objects which can easily be moved should always be kept in a locker during the night.

(5) Lessee shall have no right to independently relocate their stand or to totally or partially transfer it to third parties.

Section 19 Presentations and Advertisement

(1) Advertising panels may be placed on top of the stand. Apart from that, advertisement materials of any kind shall only be allowed within Lessee's own stand and in a way which is not obtrusive.

Acoustic advertisement may not interfere with the operation of adjoining stands.

(2) Lessor shall have the right to immediately prohibit any inadmissible advertising activities. They shall in particular have the right to remove any inadmissible advertising materials at the expense of Lessee.

(3) In the case where music is played at the exhibition stand, the respective authorisation must be obtained from *GEMA – Gesellschaft für musikalische Aufführungs- und mechanische Vervielfältigungsrechte* [German Society for Musical Performance and Mechanical Reproduction Rights] on the basis of section 15 of the *Urheberrechtsgesetz* [German Copyright Law] dated 9 November 1965.

Section 20 Third-Party Industrial Property Rights

(1) Each lessee shall also be obligated towards Lessor to consider any industrial property rights to which other lessees are entitled and to refrain from any violations against them. In the case where Lessor is credibly informed about any violations of such industrial property rights, Lessor shall have the right to request from the relevant violator to immediately refrain from this and – in the case where they do not immediately follow such instruction – to remove any displayed objects or printed materials from which such violation of industrial property rights results or to close the exhibition stand of the violator. In addition, Lessor shall have the right to exclude the violator from any future events or to subject an admission to future events to special conditions, requirements and securities. However, this provision does not establish an obligation for Lessor to actually take actions against violators of industrial property rights.

Section 21 Taking Photos and Drawing

(1) Lessee grants Lessor an authorisation to make films, to take photos and to make drawings from their stand, from their displayed objects and from the actions at the event related to them and to use these for the purpose of promoting this event and for providing the press with information on the event.

Section 22 Business Transactions at the Exhibition

(1) Lessee shall have the right to accept any purchase orders with respect to their approved and displayed products.

(2) Direct sales at the stand shall be admissible.

(3) The sale of goods outside the opening hours of the event (please refer to section 2) shall not be admissible.

Section 23 Cancellation Without Period of Notice

(1) Lessor shall have the right to cancel this agreement for cause and without a period of notice, such as due to substantial violations of the provisions under section 17 or section 18, on the condition that they have warned Lessee without success.

(2) In the case where Lessee is responsible for the reasons of such cancellation, they shall have no right to claim a *pro-rata* disbursement of the rent charges paid by them.

(3) The lessee towards whom the agreement was cancelled without a period of notice may not expect to be admitted to any other events taking place in the future.

(4) According to the provisions of the *Gewerbeordnung* [German Trade Regulations Act], prices for all objects which are displayed during the event must be indicated through a clearly readable price tag, including the respective amount of turnover and/or value-added tax, and/or Lessee must be able to provide price lists.

Section 24 Liability and Insurance

(1) Lessor shall be obligated to enable Lessee to move in to and to use their stand under the terms and conditions contractually agreed upon. They shall be obligated to maintain all accesses and the entire event location in a serviceable state. The provisions on the basis of section 18 para. 4 shall not be affected by this.

(2) Liability of Lessor towards lessees who are no entrepreneurs in terms of section 14 *BGB* shall be limited to such damage which is based on any grossly negligent violation of contractual obligations of Lessor themselves or on any wilful or grossly negligent violation of contractual provisions by any legal representative or vicarious agent of Lessor; this shall also be applicable to damage resulting from any violation of obligations with respect to the contractual negotiations.

(3) The above limitations of liability shall also be applicable to all lessees who are entrepreneurs in terms of section 14 *BGB* on the condition that Lessor's liability for any damage to or losses of the goods brought by Lessee and to their stand equipment shall be limited to cases of wilful intention or to cases of gross negligence of Lessor's legal representatives and vicarious agents; this shall apply irrespective of whether such damage is caused before, during or after the event. The same shall apply to the vehicles parked on the event location by the lessees, their employees or any other person authorised to do so. In addition, any liability for indirect damage or any loss of earnings shall be excluded.

(4) The lessees, in return, shall be liable for possible culpable damage to persons or objects caused by themselves, by their employees, by any authorised persons or by their exhibition objects and equipment. In this context, we refer to the lessees' obligation to purchase insurance covering both their own exhibition objects (transport and exhibition risks, including theft) and the third-party liability of the lessees towards third parties.

Each lessee shall be obligated to purchase such insurance with a German insurance company and to always pay the respective insurance premiums (including insurance tax) on time. We recommend exhibitors from other countries than Germany to purchase insurance in their home country.

Section 25 Written Form

(1) All declarations with respect to legal transactions, without any exemption, must be made in writing to have legal effect.

Section 26 Place of Fulfilment and Place of Jurisdiction

(1) The place of fulfilment for all obligations under this stand rental agreement and for all legal relationships with respect to this shall be the place at which the event takes place.

(2) In the case where the agreement was concluded with registered traders or with lessees who do not have their general place of jurisdiction in Germany, the place of jurisdiction shall be the court of Augsburg. This shall also apply to summary proceedings based on documentary evidence, including bills of exchange. The individuals who signed the application form for this event agree to the applicability of these General Terms and Conditions of Participation for this event.

Organisers and execution

This event is executed by the

Verein für Deutsche Schäferhunde (SV) e. V.
Steinerne Furt 71
86167 Augsburg.

The following party is responsible for assigning stands to the respective applicants:

Verein für Deutsche Schäferhunde (SV) e.V.
Steinerne Furt 71
86167 Augsburg

Bank details

Postbank of Munich

IBAN DE82 7001 0080 0016 7478 03
BIC PBNKDEFF

Stadtsparkasse Augsburg

IBAN DE07 7205 0000 0810 2000 30
BIC AUGSDE77

Commerzbank of Augsburg

IBAN DE12 7208 0001 0108 7873 00
BIC COBADEFF