

ANGLING ENTERTAINMENT - BINDING TERMS AND CONDITIONS FOR EXHIBITORS:

This is a translation. The legal version is the original in German.

1. Registration:

By submitting the registration, the exhibitor accepts these terms and conditions. With the registration the exhibitor has committed himself to participate in the fair. Registrations „with reservation“ are invalid. Deletions, additions, changes by the exhibitor are invalid! The terms and conditions of business shall also apply mutatis mutandis to ancillary services or additional orders, e.g. advertisements, commercials & advertisements on the web and in print. Construction and dismantling of the stand, rental of stand construction materials, provision of electricity, water and other facilities. **Registration deadline: 14 October 2024**

2. Stand rental conditions are different for each fair, each ½ m² started is charged as a whole. whole will be charged. Please refer to the front of this registration sheet for prices. The m² price in the outdoor area for outdoor presentations (if not shown separately) is 50% of the row stand rate. For two-storey stand constructions, 50% of the area tariff will be charged additionally. A binding flat-rate advertising fee (see front page) is charged per exhibitor and co-exhibitor. The co-exhibitor fee is obligatory per co-exhibitor on the booked exhibition space! Companies are considered co-exhibitors if the bookings or sales are not made in the name of the exhibitor. Co-exhibitors are obliged to make their own application. 2.1 Should there be any discrepancy between the announcement of the fair (stand of the General Terms and Conditions on page 3, bottom right - last line) and the actual date of the fair, the Organiser shall have the right to automatically adjust a corresponding equivalent price increase, whereby the adjusted prices shall automatically be deemed to have been agreed. Example: If the consumer price index increases by 6.5%, all tariffs will increase by 6.5%! In this case, the exhibitor has the right to withdraw from the contract within 7 days of written notification of the general price increase, without incurring cancellation fees.

2.1.1 Should an index adjustment or increase of the energy price index only occur in individual 6.5%, such as electricity consumption, stand construction materials or exhibition carpets, the tariffs shall only be increased accordingly in the affected areas. In this case, the exhibitor has the right, after written notification of the price increase of individual products or services, to cancel the products or services associated with the price increase within 7 days without cancellation fees. The entire contract (registration for the trade fair) itself shall remain unchanged in its remaining full scope. (Point 2.1 and point 2.1.1 have arisen due to the current difficult times of crisis and the resulting tariffs for organisers, which cannot be planned in advance in some cases).

3. Taxes, fees, charges:

All taxes, fees and charges, in particular VAT, legal fee & advertising tax, shall be borne by the exhibitor. All prices quoted are net prices.

4. Terms of payment:

The deposit of 25% of the area and the additional costs are due upon registration. The balance must be paid by 13 October 2024 into the account at **BAWAG PSK AT40 1400 0812 1002 6037** in the name of Tatjana Kreinbacher. Invoices issued after 14 October 2024 are due promptly! Complaints concerning invoicing alone must be made in writing to Angling Entertainment within five days of receipt of the invoice. In the event of late payment, 12% interest on arrears p.a. will be charged. Timely payment is a prerequisite for handing over the allocated stand space. In the case of registrations shortly before the fair, proof must be provided by the executing bank with the title „transfer carried out“ or „paid“. The exhibitor is not entitled to withhold payment of due invoices due to counterclaims of any kind whatsoever, to refuse payment or to set them off against each other.

5. Right of lien:

With regard to any outstanding claims of the organiser against the exhibitor, the organiser has a contractual and legal right of lien on the objects brought into the exhibition stand by the exhibitor and on the exhibition stand including the equipment. It is not necessary to initiate legal proceedings to exercise the right of lien. The organiser shall be entitled to carry out the aforementioned seizure options without prior notice at the exhibitor's expense and to sell the items at normal market prices. The proceeds obtained shall be set off against the outstanding claim.

6. Cancellation policy:

25% up to 12 weeks before the start of the fair, 50% up to 8 weeks before the start of the fair, 100% from 4 weeks before the start of the fair. The cancellation fee is to be paid as lump-sum damages irrespective of fault, whereby the exhibitor waives any reduction of the claim for damages, in particular the right to judicial mitigation for whatever reason, including under the title of equalisation of benefits. The exhibitor acknowledges that the cancellation fee or the 25% deposit must also be paid if the organiser succeeds in renting the exhibition stand to a third party. This shall not affect the right to claim damages in excess of the agreed cancellation fees. The due date of the cancellation fee plus any payments in excess thereof shall be determined by the cancellation invoice. The cancellation fee is due according to the cancellation invoice.

7. The implementation of the event is reserved to the organiser without „force majeure“ up to 3 weeks before the start of the event. In the event of cancellation of the event by the Organiser, all invoices already paid to the Organiser shall be refunded by the Organiser, with the exception of the Advertising Flat Rate and Premium Advertising Package.

8. Cancellation of the event due to force majeure.

8.1 Definition of „force majeure“ for the binding terms and conditions at Angling Entertainment: Force majeure is defined as: strike, political events, epidemics, pandemics such as: infectious diseases, natural events, fire, delayed or missing official approvals, changes in the law, terrorism, restrictions on the energy supply, official decrees, official bans on events, official orders or in the event of new official requirements which were not originally known at the time the event was advertised and which therefore worsen the event economically or no longer allow the event concept to be implemented in an equivalent manner, by a decision of the organiser due to requirements which can no longer be planned in advance, as well as by possible official requirements to be expected which, among other things, may affect visitor frequency or / and may lead to a corresponding negative economic development for exhibitors, or if the grounds are not available on the date due to unforeseeable events, or other important reasons that are not within the organiser's sphere of influence and thus make it unreasonable or impossible to hold the event.

9. 8.2 In the event of force majeure (see 8.1) from registration by the exhibitor until 7 days before the event the organiser is entitled to cancel the event at any time. The organiser has the right, if necessary, to terminate all contracts in connection with the registered event without giving reasons. Should the organiser be able to offer exhibitors an alternative date for this event in Austria within the next 2 years, the contract (exhibitor's registration) shall remain valid in full. Invoices already paid will be automatically credited to the exhibitor for the new date - with the exception of the Obligatory Advertising Flat Rate & Premium Advertising Package.

The exhibitor shall not be entitled to any compensation or right of withdrawal. Should it be impossible for the exhibitor to take up the alternative date for justified reasons, it is the sole responsibility of the organiser to assess this reason, whether the contract is thereby terminated without cancellation costs or the registration and thus also already paid invoices are postponed to the following year. The exhibitor shall not be entitled to any compensation. If no alternative date is found, the exhibitor will be reimbursed for all invoices for this event already invoiced by the organiser and paid by the exhibitor, with the exception of the obligatory flat-rate advertising fee, premium advertising package and a processing fee of € 299. The exhibitor is not entitled to any further compensation.

8.3. In the event of force majeure (see 8.1) from 7 days before the event, as well as during the event the organiser shall be entitled to cancel the event during the set-up phase, as well as to interrupt the event during the event or to block it completely until the end of the event. This does not entitle exhibitors to assert any claims whatsoever. be asserted by exhibitors. The organiser is at liberty and in no way obliged to refund exhibitors. In this context, should a refund be made, only the share over the remaining duration of the event will be taken into account for evaluation purposes. The assessment of a possible refund will be made exclusively by the organiser.

8.4. In the event of force majeure (see 8.1) the event contents described in the exhibitor information the event contents described in the exhibitor information, e.g. advertising steps, supporting programme, focal points, etc., may be changed by the exhibitor shall not be entitled to any compensation for damages. The exhibitor shall not be entitled to any compensation.

8.5. In the event of force majeure (see 8.1) the organiser shall have the right to adjust the binding Terms and Conditions accordingly. Right of the exhibitor: In the event of a change of the binding terms and conditions, the exhibitor shall have the right to withdraw from the contract within of the new terms and conditions, without further justification, to withdraw from the contract within 5 days and without cancellation fees. The exhibitor shall not be entitled to any compensation.

9. Admission & stand allocation:

The organiser is responsible for accepting the registration. The organiser reserves the right to reject the application at any time without giving reasons. Applications may also be rejected by the organiser if the exhibitor or the exhibitor's products do not correspond to the exhibition profile, if outstanding claims from other events are known, or if settlement or bankruptcy proceedings have been instituted against the applying exhibitor. The allocation of stand spaces is decided exclusively by the organiser. The organiser may change the stand allocation at any time in the interest of the fair. The organiser generally does not grant any exclusive right to an exhibitor for its products/services.

10. Customer interception:

Intercepting customers outside the exhibition space booked by the exhibitor, e.g. in the aisle, at the neighboring stand, at the entrance door, at the cash registers or in the outdoor area of the trade fair, is prohibited for the benefit of all exhibitors. In the event of a violation, the organizer will issue a one-time warning. In the event of repeated customer interception, the organizer has the right to block the exhibition space booked by the exhibitor for the entire duration of the trade fair. In this case, the exhibitor will not be reimbursed any costs. The general interest in the event must be taken into account.

11. Exhibitor - Quality assurance:

The exhibitors at the fair must match the fair theme! Only in special cases can the organiser allow an exception. The exhibitor's service or product must be legally approved in Austria! The exhibitor undertakes to find out for himself whether the goods he sells or the services he provides are permitted under Austrian law (product liability, medicines law, animal feed law, weapons law, etc.) or whether all regulations under customs law are complied with. By signing the registration form, the exhibitor guarantees that he has the legal and professional competence for the services and products offered for Austria.

12. Listing in the online exhibitor directory:

The listing in the online exhibitor directory or other advertising products is not binding for the organiser. The organiser accepts no liability for printing errors, formal errors, incorrect allocation, non-inclusion etc. in the online list of exhibitors or in the exhibition brochure and reserves the right to selectively combine terms, texts and multiple mention of subject categories. Incorrect or missing listings cannot be deducted from any invoice. By registering, the exhibitor consents to the voluntary publication of the company data provided in the Exhibitor Data section for entry in the online list of exhibitors, as well as to the forwarding of this company data, together with the additional data provided on the products and services offered, to third parties in the interest of the event, e.g. online list of exhibitors, trade fair guide (printed short list of exhibitors), hall plans (print & online), any lists of exhibitors in print & online media. The data will remain accessible to the public after the event in the online exhibitor directory, as well as in the online hall plan. The printed media will be passed on to third parties. The data is therefore accessible to the public for an unlimited period of time (for further information, please see the data protection declaration).

13. Sale of products:

The sale of products is generally permitted. Only registered products or brands and services may be offered, exhibited and sold. Products, brands or services that have not been registered may be blocked at the fair by the organiser without justification. Bankruptcy or other sensational sales will not be tolerated.

14. Sale of food products:

The hygiene regulations for the sale of foodstuffs must be observed in accordance with Austrian law. The exhibitor is obliged to inform himself about the regulations that apply to him. The sale of food & beverages requires the approval of the organiser.

15. Commissioning:

Prior to the opening of the trade fair, all exhibition and event sites shall be inspected in accordance with local, building, fire, trade, labour and, if necessary, event and other legal regulations. The provisions of the exhibition and operating regulations are acknowledged by the exhibitor or organiser, and it is further acknowledged that official commissioning of the exhibition or event areas may be carried out with due regard to all official provisions and regulations. Constructions or parts thereof that do not comply with building and fire regulations or show other defects must be removed immediately. If the Commission finds that lighting and electrical equipment (spotlights, lamps, cables, electric motors, etc.) do not comply with building and fire regulations and other legal provisions, the power supply must be cut off. The organiser shall apply for the necessary official permits in its own name for the buildings, areas and operating facilities owned by the organiser on the organiser's premises.

16. Set-up & dismantling times:

The set-up and dismantling times announced by the organiser must be adhered to. Should a special solution be found so that exhibition and stand construction goods can remain in the hall longer, the costs incurred by the building owner, as well as a handling fee, will be charged to the exhibitor.

17. Build-up:

The stand must be set up no later than 2 p.m. before the first day of the fair. If the rented stand area is not occupied by this time or if the organiser has not been informed about a later construction of the stand, the organiser reserves the right to dispose of the area otherwise from this time onwards without informing the exhibitor. If in this case the exhibition space not occupied by the exhibitor has to be decorated, these costs will be charged to the exhibitor additionally. The exhibitor is not entitled to a refund of invoices already paid in connection with the stand area. The stand must be ready for occupation by the exhibitor at least 1 hour before the start of the fair.

18. Dismantling:

The stand may only be dismantled after the official end of the fair. This also applies to the clearing away or decorating of the goods. Otherwise, a fine of € 300 net is to be expected.

19. Stand constructions:

Minimum stand height 2.5 m. Roll-ups, spider walls, etc. do not count as partition walls to the neighbouring stand. The use of exhibition walls ordered by the organiser from the exhibitor's neighbouring stand will be charged to the exhibitor at the normal rate. Each exhibitor undertakes to design his stand in an attractive manner! Higher stand constructions are only possible after submission of construction plans & a written agreement with the organiser. Stand constructions over 2.5 m must be neutral white, grey or black on the back to the neighbouring stand, as well as visually neutral & appealing. Advertising on the back of the stand (side of the neighbouring stand) over 2.5 m on the exhibition wall is not permitted. If no partition wall has been erected by the exhibitor by 4 p.m. on the last set-up day, or if the trade fair management has not been informed that partition walls are still to be erected, a partition wall will be erected by the organiser at the exhibitor's expense. The building owners are not permitted to attach nails or screws to the walls or floors of the buildings or to make any other damage to the masonry, wood or similar. In the event of any damage to the building or the exterior of the respective premises, 100% of the costs incurred will be charged to the exhibitor. Electricity and water may only be ordered through the organiser, who will only allow licensed companies. The fire protection and event regulations must be complied with. Special permits can only be requested in individual cases from the responsible authorities via the organiser in good time (approx. 8 weeks before the fair). A positive approval is always dependent on the decision of the responsible authority.

20. Special regulations during a pandemic - the regulations or ordinances applicable to the event generally apply. The trade fair or exhibition space booked by the exhibitor. The exhibition space booked by the exhibitor must be equipped in accordance with the regulations or official permits valid at the time of the trade fair. In general, the regulations or ordinances valid at the time of the event apply, which will be communicated to the Exhibitor in good time, taking into account the fact that the Organiser receives corresponding information from the responsible authorities. 19.1 Transfer of liability to the Exhibitor: At the time of the event, the Exhibitor is assigned full responsibility and liability for compliance with the regulations or directives or laws in force at the time by the Organiser for the rented area where the visitors sample or examine or taste or consume the Exhibitor's products.

21. Driving into the halls and the grounds:

Driving on the exhibition grounds is sometimes only possible to a limited extent, depending on the terrain and weather conditions; special transports and trucks over 3.5 t must be registered by the exhibitor at the time of registration. Driving into the exhibition halls is only permitted with a special permit. The vehicles must be registered in writing with the exhibition management before driving in! Failure to comply may result in the fire alarms being triggered, as these cannot be switched off in advance without prior notification. The costs incurred by the fire brigade as a result must be borne in full by the exhibitor! Hydrants, fire extinguishers, electric switch boxes, gas shut-off cocks and escape routes etc. must not be obstructed or impaired. The use of naked flames, candles, liquid gas, welding equipment and spark-producing machines is strictly prohibited in the halls. Decorative materials for the exhibition stands must comply with fire regulations (flame retardant). Damage resulting from non-compliance will be charged to the exhibitor by the organiser.

22. Stand construction and rental furniture:

Applies to stand structures ordered via Angling Entertainment (exhibition walls, rental furniture etc.). The exhibitor is liable for all material or furniture provided to him until it is properly returned to Angling Entertainment. In the event of improper return, Angling Entertainment is entitled to invoice missing or damaged items at the replacement price. If the exhibition stand is not occupied on delivery, the contractual material or furniture shall be deemed to have been properly handed over and accepted when it is placed on the exhibition stand. For orders and contracts that are not received at least three weeks before the start of the trade fair, no guarantee can be given for timely and complete delivery or for optimal execution. For orders not received by Angling Entertainment at least three weeks before the start of the trade fair, a manipulation surcharge of 20% will be added to the respective price for organisational reasons. Angling Entertainment is only obliged to provide the work and services listed in the service description. Angling Entertainment expressly reserves the right to deliver items other than those offered for technical or other reasons. The exhibitor is aware that the rental material and furniture provided is usually used several times for exhibition purposes and is therefore not always as good as new. It is provided only for the agreed purpose and for the duration of the event for the exclusive use by the exhibitor at the agreed location. Under no circumstances may nails, paint or glue be used on the material or furniture provided. The painting over of walls and the application of double-sided adhesive tape, stickers and wallpapering with wallpaper that can no longer be removed is not permitted. Wallpaper, stickers and other decorations must be removed by the exhibitor immediately after the event. In the event of damage, the replacement price per linear metre will be invoiced. If the order is cancelled by the exhibitor up to three weeks before the start of the trade fair, Angling Entertainment shall be entitled to 30% of the order value as flat-rate compensation. From three weeks before the start of the trade fair the cancellation fee is 50%. From 14 days before the start of the trade fair the entire order value must be paid as a cancellation fee.

23. Liability & Compensation:

The organiser is not obliged to take out insurance and accepts no liability whatsoever for exhibition or decorative objects, etc. The organiser is not responsible for any poor business performance of the exhibitor! No insurance is included in the stand rental fee.

24. Advertising by the exhibitor in or at the exhibition grounds:

If the exhibitor also intends to advertise his products outside a stand area within the exhibition grounds, he must obtain the written consent of the organiser. This consent is subject to a fee. If flyers are distributed in the car park, the publisher of the advertising flyers will be charged a cleaning fee depending on the effort involved. Each exhibitor undertakes not to interfere with neighbouring exhibitors and the organiser through his presentation.

25. Filming and photography:

The organiser is granted the right to photograph and film on the event premises, as well as to commission media and companies to do so and to use the image recordings for its own or general publications. In this context, the exhibitor waives all objections arising from industrial property rights, in particular copyright and the law against unfair competition (UWG). All exploitation rights shall be vested in the organiser without restriction.

26. Cleaning, parking, guarding:

The stand will not be cleaned by the organiser. Only the aisles between the stands will be cleaned. The disposal of construction waste or remaining stand construction material after the fair will be charged according to the valid tariffs (cleaning and waste disposal) of the fair. Exhibitor parking spaces, if not shared with visitor parking spaces, are always specified separately. Hall and grounds security will be provided at the discretion of the organiser.

27. Lectures, seminars:

The organiser offers exhibitors the opportunity to present lectures and workshops at some trade fairs. With the registration, the exhibitor has not yet acquired the right for such a presentation. The organiser alone decides whether and who is included in the supporting programme! Please refer to the corresponding order form for the rates!

28. Special event and demonstrations:

All types of special events & demonstrations on the stands or on the exhibition grounds require the written consent of the organiser. The organiser is entitled to restrict or prohibit demonstrations that cause noise, dirt, dust, exhaust fumes, etc. or that interfere with the course of the fair in any other way, despite prior approval. Acoustic or audiovisual presentations on the stand must be designed in such a way that the noise level does not exceed 40 dBA, measured at the stand boundary. If, at the request of the exhibition management, noise levels in excess of the permitted level are not immediately stopped, the exhibition management reserves the right to take appropriate measures, including closure of the stand if necessary. Registrations with AKM must be made by the respective exhibitors themselves.

29. Exhibitor passes:

The passes are non-transferable, subject to a fee & only for your own stand personnel! Max. two passes free of charge per 10m² or part thereof! Each additional pass à € 20,- net. In case of violation, the organiser has the right to collect the full admission fee per issued exhibitor pass in cash. House rules: The house rules of the respective venue must be followed.

31. General provisions:

Verbal subsidiary agreements are invalid. Amendments, supplements and additions must be made in writing and countersigned by the organiser. The invalidity of individual trade fair conditions for whatever reason shall not affect the validity of the remaining provisions. The contract shall therefore not be dissolved.

32. Place of jurisdiction:

Austrian law shall apply exclusively; the place of jurisdiction shall be the court with subject-matter jurisdiction for Graz.

PRIVACY POLICY

1. personal data collected from the exhibitor or transmitted by the exhibitor may be used for the fulfilment of the business purposes of Angling Entertainment within the framework of the statutory data protection regulations.

2. the exhibitor agrees to the listing in the exhibitors'

2. the exhibitor consents to being listed in the list of exhibitors at the trade fair (online + print) and to the publication of the data provided in the interests of the event, e.g. in the online list of exhibitors, trade fair brochure (print or online), hall plans (print & online), list of exhibitors in print & online media.

to. The data will remain accessible to the public in the online exhibitor directory and in the online hall plan for up to 5 years after the event. The printed media will be passed on to third parties. The data is therefore accessible to the public for an unlimited period of time.

accessible to the public. This consent can be revoked at any time in writing by e-mail to info@carp-austria.com. revoked at any time. 3. Angling Entertainment and its affiliated companies are also entitled to use this personal data to contact you by letter, e-mail, telephone or fax. This consent may be revoked at any time in writing by e-mail to info@carp-austria.com.

4. the exhibitor must ensure the data protection requirements for the above uses by taking suitable measures (e.g. consent of its employees). The exhibitor shall be liable to Angling Entertainment for damages and expenses arising from a breach of this obligation and shall indemnify Angling Entertainment against corresponding claims by third parties on first demand. This consent may be revoked at any time in writing by e-mail to info@carp-austria.com. 5. The exhibitor accepts that all exhibitor data disclosed at the time of booking, as well as all agreements and orders in this connection, will be passed on to the organiser's tax office or tax advisor. The exhibitor accepts that all data of the exhibitor disclosed at the time of booking, as well as all agreements and orders in this connection, all correspondence relating to the booking and its facts, will be passed on to suppliers, public authorities, tax office, courts, legal representatives and legal protection if required.

This consent can be revoked at any time in writing by e-mail to info@carp-austria.com.

Status January 2024