

2020

GENERAL CONDITIONS



Cultiva GmbH
Mondscheingasse 3 · A-1070 Wien
Tel: +43 2236 377071 -16 · Fax: 30
info@cultiva.at · www.cultiva.at

1. PLACE, ORGANISER

The "Cultiva" Expo takes place at the Eventhotel Pyramide, A-2334 Vösendorf, Parkallee 2. Organiser of "Cultiva" Expo is

Cultiva GmbH
A-1070 Wien, Mondscheingasse 3
Phone: +43 2236 377071 16
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Email: info@cultiva.at
Web: www.cultiva.at
Commercial Reg. No.: 312561z
VAT Reg. No.: 64361611

2. REGISTRATION AND TERMS OF PAYMENT

For participation at „Cultiva“ Expo, the filled out and signed form „Stand booking“ must be sent to Cultiva GmbH. The contract between the organiser and the exhibitor becomes effective by confirmation on the part of Cultiva GmbH. Prices for stands can be seen in the form „Pricelist Stands“. Additionally desired furniture (electricity, tables, showcases etc.) can be ordered with the form „Expo Extras“. The trade fair terms and conditions shall also apply analogously with regard to ancillary services e.g. additional commissioned work such as the erection and dismantling of the exhibition stand, hiring of equipment, provision of electricity, or other services and facilities.

Cultiva GmbH reserves its right to cancel the contract with the exhibitor if the exhibitor is in delay of payment. Cultiva GmbH reserves the right to change the date and duration of the fair, without the exhibitor being entitled to claim damages. Together with the notification of admission (acceptance of the registration application), the exhibitor shall receive an invoice, payable in full six weeks before the beginning of the event at the latest, without any deductions. The exhibitor shall be obligated to pay all costs for additional services, due on presentation of the invoices, whereby the organiser shall also be entitled to require advance payments for these services.

All payments have to be made in Euros to the following account of Cultiva GmbH

Bank Austria
IBAN: **AT271200050786027302**
BIC (SWIFT): **BKAUATWW**

If the invoiced amount has not been received by the organiser by the due date, the latter reserves the right, without giving notice, to dispose of the allocated stand as he/she sees fit. Complaints regarding the invoice shall be submitted within eight days of receipt. After this time the invoice is deemed to be accepted and no further complaints shall be considered. In the case of payment default, a charge of 8% interest on arrears per annum together with a fee of € 5 plus VAT per reminder shall be payable from the due date. The exhibitor shall not be entitled to postpone, refuse or set off payment of due invoices on the grounds of counter claims of whatever kind. In the event of a default in payment, the exhibitor undertakes to refund Cultiva GmbH for expenses for reminders and collection costs, whereby it is agreed, that the maximum rates pursuant to Regulation BGBl No. 141/1996, or any regulation replacing this, shall apply. It shall be irrelevant whether the debt

recovery proceedings are carried out by Cultiva GmbH themselves or by a third party company. All fees, charges and taxes, in particular VAT shall be borne by the exhibitor. All prices specified are net prices.

The Austrian law (ABGB and side laws) is in force with exclusion of UN Convention on contracts for the international sale of goods and IPR.

The registration as exhibitor (including possible co- and sub-exhibitors) includes registration fee and a contingency of exhibitor passes (according to the rented stand size), participation at the Cultiva Dinner, basic listing in the online exhibitor catalogue, basic listing in the printed list of exhibitors, disposal of waste, Austrian Copyright Society (AKM) fee, cleaning of exhibition halls, lighting of exhibition halls during erection and dismantling time. Every exhibitor (including possible co- and sub-exhibitors) are obliged to enlist in the published exhibition catalogue. The basic listings will be undertaken at the expense of the organiser even in the case of no explicit request by the exhibitor.

3. EXHIBITOR PASSES

Exhibitor passes are not-transferable, subject to a charge and solely for the exhibitor staff. In accordance with their stand confirmation, all exhibitors receive free exhibitor passes for themselves and their stand personnel. Every exhibitor is going to receive 2 exhibitor passes per 10sqm of stand size (decimal numbers will be rounded up). Helpers for Stand setup and disassembly are to be registered additionally. Extra exhibitor passes can be purchased for the ticket presale price.

Before starting the assembly of the stand, passes and bracelets have to be picked up at the Expo office. Both of them must be attached visible during the whole duration of the Expo incl. setup and disassembly period. Every co-exhibitor receives 2 passes, which have to be applied for by the main exhibitor.

4. STAND CONSTRUCTION

4.1. Rental conditions

The rented stands are in property of the stand construction company assigned by Cultiva GmbH. Therefore any adaption or processing on the objects is prohibited; in particular nailing, screwing, welding, gluing, painting and covering with wallpapers.

Residue of glue must be removed by the exhibitor. The exhibitor is liable for loss and damage also by third parties at least in the value of replacement.

4.2. Stand setup and disassembly

The exact times and the precise organisation for booth setup and disassembly as well as the shipping conditions will be announced on time by Cultiva GmbH. In case of any outstanding payments from the side of the exhibitor Cultiva GmbH is entitled to prohibit the stand setup until all outstanding payments are cleared.

Any works on the stands specially assembling or disassembling during opening times of the Expo is forbidden explicitly. Counteracting will be punished by a fine of € 500,-.

4.3. Stand occupancy

Stand assembly must be finished latest 9 am of the first Expo day. In case of not completing the setup until the above mentioned date, Cultiva GmbH reserves its right to assign the space to alternative use without further notice and without any payback to the exhibitor.

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The rented stand must be occupied during the whole duration of the Expo. After closing the exhibition all exhibitors have to leave their booth in reasonable time for safety reasons.

4.4. Exceeding the standard stand height

Any construction of stands (two-story construction, lettering, decoration etc.) with a total height of more than 2.5 m must be approved by Cultiva GmbH. Should a construction of over 2.5 m be planned, the corresponding plans and the certificate of structural stability must be sent to Cultiva GmbH for approval latest 6 weeks prior to the date of the fair.

Cultiva GmbH reserves its right to interdict constructions of over 2.5 m or to charge extra for additional advertising space. Prices will be calculated by height and length of the exceeding object and will be announced after having received all plans and documents. Individual stand constructions have to be built in accordance to the Austrian law regarding stand material (B1, fire prevention). Neighbouring stands must erect partition walls. The exhibitor agrees to adhere to the Austrian legal requirements for public safety and to police regulations

4.5. Co-Exhibitors

Should exhibitors want to share an Expo stand, the main exhibitor assumes responsibility for overall commitment of the rented stand (regarding payments, liability for stand material, etc.). The main exhibitor is responsible that all information and newsletters are forwarded to its co-exhibitors. For each co-exhibitor an allowance of € 180,- net will be charged. They will be listed in the Expo magazine but will not receive individual stand lettering.

5. CANCELLATION AND WITHDRAWAL

5.1. Cancellation

If the event cannot be held as a result of force majeure, strikes, political events or other important reasons, the exhibitor shall not be entitled to make any claims for damages of whatever kind against Cultiva GmbH. In that case 50 % of all payments shall be refunded minus the costs which may have been already incurred by the organizer due to the instructions of the exhibitor. The exhibitor is not entitled to demand any compensation. It is Cultiva GmbH's duty to inform the exhibitors without delay that the trade fair will not take place.

5.2. Withdrawal by the exhibitor

The exhibitor must send his cancellation of participation in written form to Cultiva GmbH and this cancellation must be confirmed by Cultiva GmbH to be effective. In case of a cancellation earlier than 3 months before the Expo date, 50 % of the total amount remains due for payment. In case of cancellation within 3 months before the Expo date the complete amount including all taxes, contributions, fees and extra costs will have to be paid.

6. SELLING AND GIVING AWAY

The exhibitor commits himself to inform oneself if his products and/or services are legal according to Austrian law and to ensure the correct application of customs legislation. The exhibitor commits himself not to expose, sell or give away any kind of illegal substances. Therefore all persons violating this regulation will be expelled from the Expo without being entitled to compensation for costs from the organizer and are also held liable for compensation of consequential loss.

Selling or distributing of food and drinks for consumption on the fair requires approval of Cultiva GmbH.

7. PROMOTION AND MUSIC

Promotion is permitted only within the scope of the exhibitors own stand area.

Any advertisement outside the booth (fixing posters, stickers, hanging flags and balloons, distributing flyers, magazines or other promotion material etc.) must be granted by Cultiva GmbH. In case of violation a fee of € 500,- will be charged.

All advertising material has to be removed by the exhibitor at the end of the Expo. In case of counteracting the cleaning will be charged in regard to the caused effort. Turning on your own stereo is forbidden. There will be sound in the Expo location.

8. FILMING AND PHOTOGRAPHY

Registration with and payments to the Austrian Copyright Society (AKM) and all other official taxes and fees are the sole responsibility of the organiser. Sound and other recordings, particularly by the Austrian Broadcasting Corporation (ORF) and other television and radio stations, require the organiser's prior written agreement. Cultiva GmbH shall be granted the right to photograph and film within the fair site and to use such material for his own or for general publications. In this regard, the exhibitor waives all rights to object arising under laws relating to the legal protection of commercial property, in particular copyright law and the right of complaint to the Office of Fair Trading (UWG). The exhibitor shall not be permitted to photograph, film, make drawings or other illustrations of exhibition articles and exhibited products, or to arrange for such to be made, outside his own stand.

9. SAFETY, LIABILITY, INSURANCE

Cultiva GmbH accepts no liability whatsoever, for loss or damage to exhibition goods or stand equipment brought or left behind by the exhibitor. For their part, the exhibitors shall be liable for any damage to persons or property caused by themselves, their employees or agents, or by their exhibition goods or equipment.

Cultiva GmbH shall be held to be non-actionable for damages. During erection and dismantling time, every exhibitor shall be obliged to exercise an increased degree of vigilance towards the security of his goods. Valuable and easily movable exhibition goods shall be removed from the stand outside of the hours of opening (particularly overnight) and stored at the exhibitor's own risk.

During the fair, including the erection and dismantling times, Cultiva GmbH shall provide general surveillance (external guarding of the exhibition halls, guarding of fair entrances). Every exhibitor is responsible for the surveillance of his stand and his exhibited goods throughout the whole time of the Expo. If the exhibitor has the stand guarded by an outside security company during and outside opening times, such surveillance shall be notified to Cultiva GmbH in writing.

Cultiva GmbH shall accept no liability for damage to property, health or other damage of whatever kind incurred by the exhibitor himself, his employees or any third person for whatever reason in connection with the preparation, holding or handling of an exhibition. Cultiva GmbH shall not be liable for lost profit. This exclusion of liability shall not apply to damage caused deliberately or recklessly by Cultiva GmbH or their employees with power of representation. The injured party shall be responsible for proving that the above condition has been met.

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10. CLAIMS AND COMPLAINTS

Complaints must be reported immediately after they have been noticed at the Expo office at the venue. Risk shall be transferred to the exhibitor when the stand including ancillary services is handed over. After this complaints can no longer be considered.

11. NO SMOKING RULE

There is a general no-smoking rule inside the Expo location. Smoking is only allowed in specifically designated and marked areas. The exhibitor is responsible that this rule is followed also from visitors within the own stand area. In case of non-acceptance on behalf of visitors the Expo staff has to be informed immediately. The exhibitor is liable for all damages which occur to Cultiva GmbH by not following the no-smoking rule

12. DATA PROTECTION (DECLARATION OF AGREEMENT ACCORDING TO THE DATA PROTECTION LAW)

The exhibitor authorises the use of data's provided by him/herself in the registration form („Exhibitor Data“) for the marketing of events. This authorisation can be revoked at any time and making any further use of such data inadmissible.

By registering, the exhibitor declares that they agree that data concerning the exhibitor may be used for the purposes of developing the event and advertising and market research and the agreements to be met in these circumstances under observation of the Privacy Act and other statutory data protection regulations (in the version currently in force) may be collected, processed and used and transferred to third parties in conjunction with this where applicable.

Exhibitor information, including personal data, which has been collected by the organiser or sent by the exhibitor him/herself, may be used for the fulfilment of Cultiva GmbH's own business objectives under strict adherence to the relevant data protection laws when handling such data.

The exhibitor consents the enlisting in the exhibitor list of Cultiva (online & print) and the publication of those data in for instance the online exhibitor list, the Expo magazine (printed) and Expo map (online & print). The data will remain accessible in the online exhibitor list as well as the Expo map up to a period of two years after the expo. Printed media will be given out to third parties; hence the data is accessible to the public without any time limitation.

Cultiva GmbH is entitled to record and to process personal data of the contractual partner by means of electronic data processing, to contact you via post, e-mail, telephone or fax. This authorisation can be revoked in written form at any time by sending a corresponding email to info@cultiva.at.

The exhibitor authorises the use of data's provided by him/herself in the registration form and other related order forms as well as all communication on behalf of the reservation and ordering and to forward this – if required, to third parties such as legal authorities, financial authorities, legal advisers and legal protection.

This authorisation can be revoked in written form at any time by sending a corresponding email to info@cultiva.at

13. MISCELLANEOUS

Entrance is permitted to persons younger than 18 years only accompanied by a grown-up. It is forbidden to take illegal substances, weapons or any objects useable for acting violence inside the Expo area. Animals are not permitted.

At the entrance and inside the Expo area there will be controls which may lead to a prohibition of access or a removal in case of violation of rules. Should this occasion arise, the expelled shall not be entitled to reimbursement of cost or counter claims of whatever kind.

14. COURT OF JURISDICTION

Court of jurisdiction is the registered office of Cultiva GmbH, Mondscheingasse 3, 1070 Vienna, Austria. This agreement shall be exclusively subject to Austrian law.