



Status date: 01 January 2024

General Terms and Conditions for the AFCEA Trade Exhibition at the World Conference Center Bonn

Only the German version is binding

1. Venue: World Conference Center Bonn (WCCB)
Hauptgebäude Platz der Vereinten Nationen 2
53113 Bonn

2. Organizer: AFCEA Bonn e.V. Borsigallee 2
53125 Bonn
Tel.: +49 228 925 82 52
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Organizer/Exhibition Director

Wolfgang Quirin
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3. Contractual basis

The contractual basis for participation in the AFCEA Trade Exhibition are the **General Terms and Conditions** for the AFCEA Trade Exhibition and the **Special Terms and Conditions** for the AFCEA Trade Exhibition 2024.

4. Exhibitors and admitted exhibits

The following are admitted as exhibitors: Companies with products within the thematic spectrum of AFCEA Bonn e.V. in accordance with the association's statutes. Goods that violate the provisions of **industrial property rights in Germany** (plagiarism) are not permitted.

5. Registration (as an expression of interest)

The registration of a stand for the AFCEA trade exhibition at the World CC Bonn takes place online by completing and submitting the online form. Only with an online registration **as an expression of interest** will the exhibitor be included in the exhibition planning for the respective trade exhibition. The registration cannot be subject to any conditions or reservations; in particular, placement requests are not a condition for participation.

6. Approval/stand space confirmation

In the third quarter of 2023 (for exact dates, please refer to the trade exhibition schedule), registered exhibitors will receive the provisional stand plan and dimensions agreed with them. In order to officially and bindingly book the planned stand for the next AFCEA trade exhibition, written approval of the stand plan and dimensional plan is expected by the official registration deadline (see FA 2024 schedule) by e-mail to the Exhibition Director (ED).



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The approval of the stand location is the binding registration, with which the exhibitor also agrees to the General Terms and Conditions and the Special Terms and Conditions for the AFCEA Trade Exhibition 2024.

General Terms and Conditions for the AFCEA Trade Exhibition Page 2 Scheduled stands that have not been bindingly booked by one month after the registration deadline can then be allocated to other interested exhibitors. The contract is concluded upon admission.

There is no legal entitlement to admission. If an exhibitor has already failed to meet his financial obligations to the organizer once or not on time, this exhibitor may be excluded from admission.

7. Allocation of stand space

Stand space will be allocated by the organizer taking into account the space available. Placement requests made in the application will be taken into account as far as possible. The chronological order in which registrations are received is not solely decisive for the allocation of stand space. The organizer is entitled, in individual cases and for good cause, to subsequently allocate the exhibitor a stand area that deviates from the admission, to change the size, dimensions and location, without the exhibitor being able to derive any rights from this. The organizer shall inform the exhibitor immediately of the necessity of such a measure and, if possible, an equivalent alternative stand area shall be allocated. If the stand rent changes, a refund or additional charge will be made. The exhibitor is entitled to withdraw his registration within 2 weeks of receipt of the notification. The exhibitor must accept that at the beginning of the exhibition the position of neighbouring stand areas may change in relation to the stand area. It is not permitted to exchange the allocated stand space with another exhibitor or to transfer the stand space in part or in full to third parties without the consent of the organizer.

8. Joint Exhibition Stands

As a rule, joint exhibitor stand areas **are only made available to one contractual partner** as a whole. Exceptions to this rule may be made if necessary. If several exhibitors wish to rent a stand space together, they must name a joint exhibitor representative authorized by them in the application who will be the binding contact person for the organizer. All participating exhibitors will be advertised in the same way as the main exhibitors on other stands (stand plan, exhibitor list, competence matrix, company profiles in the AFCEA booklet and on the AFCEA homepage)

9. Co-exhibitors

No special application by the direct exhibitor is required for the use of the stand area by another company with its own products and personnel (co-exhibitor). However, co-exhibitors must be notified to the organizer (Ltr FA) in good time. The main exhibitor is liable for the fulfillment of all exhibitor obligations by the co-exhibitor(s), if applicable in addition to the co-exhibitor(s).

Co-exhibitors are generally advertised in the same way as the main exhibitors (stand plan, exhibitor list, competence matrix, company profiles in the AFCEA booklet and on the AFCEA homepage). Apart from telephone number, fax number and e-mail address, further personal data will be collected for the co-exhibitor(s).

By registering the co-exhibitor, the main exhibitor assures that he is sufficiently authorized to pass on this data of the co-exhibitor.



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10. Stand rental fees

Stand rental fees and payment methods are set out in the **Special Terms and Conditions for the AFCEA Trade Exhibition 2024**. Companies that are AFCEA members but have not paid their annual fee will be treated as non-member companies. Payment of the stand rental invoice on the specified dates is a prerequisite for the use of the allocated stand space. Objections to the invoice will only be considered within 14 days of the invoice being issued.

The invoice payment should be allocated within 4 weeks after issuing to allow AFCEA Bonn e. V., to fulfil its obligations towards the World Conference Center Bonn (WCCB).

Payment not allocated within the required timeframe might be subject to an additional Processing fee.

11. Revocation of authorization

The organizer is entitled to revoke the admission and to reallocate the stand space in the following cases:

- The stand space is not occupied in good time, i.e. no later than 24 hours before the official opening (deviating written agreements with the AFCEA Exhibition Director are possible).
- In the event of non-payment of the stand rental fee by the stipulated dates, the exhibitor shall allow a grace period set by the organizer to expire without result.
- The requirements for stand space confirmation on the part of the registered exhibitor are no longer met or the organizer subsequently becomes aware of reasons which, if known in good time, would have justified non-admission.

In these cases, the organizer also reserves **the right to assert claims for damages**. The exhibitor, for his part, has no right to claim compensation.

12. Change of stand positioning

The organizer reserves the right to relocate, change the dimensions of or restrict the space made available to the exhibitor if space conditions, official directives or other compelling circumstances require it in the opinion of the organizer. This does not give the exhibitor the right to withdraw from the contract.

13. No premature dismantling of exhibition stands

The event ends at 17:00 on the last day of the exhibition. Each exhibitor undertakes

- to occupy his stand area with stand personnel by this time
- not to begin dismantling the stand before the end of the exhibition

The organizer may impose a contractual penalty on the exhibitor for any infringement. The contractual penalty shall amount to 20% of the net stand rental, but at least € 1,000. The organizer also reserves the right to exclude the exhibitor from participating in future AFCEA trade exhibitions.

14. Terms of payment

With the stand space confirmation, the exhibitor will be invoiced for the entire stand space rental in accordance with the schedule. Invoices are due on the date stated on the respective invoice and are payable without deduction. All payments are to be made free of charge and in EURO,



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quoting the invoice number. Before invoicing, the exhibitor must enter the current and correct invoice address in the relevant registration tool by the due date.

AFCEA Bonn e.V. will charge a processing fee of 50 € for subsequent changes to the invoice for which the exhibitor is responsible.

A claim to the allocated stand space only exists after full payment of the invoices. Proof of payment must be provided by the exhibitor.

The exhibitor agrees to the sending of invoices by the organizer by e-mail (electronic invoicing). If the exhibitor does not wish to receive electronic invoices, he may object to this in writing.

Invoices from AFCEA Bonn e.V. are sent exclusively by e-mail as an attachment (or, if desired, by post) to the billing address provided.

AFCEA Bonn e.V. will not enter the invoice into any other payment system but must be arranged by the respective company/organization.

15. Withdrawal from registration, cancellation of stand space by the exhibitor

If the exhibitor cancels after binding registration or does not take part in the event, **cancellation fees will be charged depending on the time of cancellation.**

Cancellation declarations by the exhibitor **must always be made in writing or text form.**

Cancellation deadlines/conditions can be found in **Section 5 of the Special Terms and Conditions for the AFCEA Bonn e.V. Trade Exhibition 2024.**

16. Stand construction, stand equipment, stand design

The exhibition stand must be adapted to the overall plan of the event. The organizer (Ltr FA) reserves the right to prohibit the construction of unsuitable or inadequately equipped stands or to modify them at the exhibitor's expense. The stand area must be properly equipped and staffed with competent personnel for the entire duration of the event during the specified opening hours. **Set-up must be completed, and the stand cleared of packaging material by the set-up deadline at the latest.**

Exceeding the specified height limit for stands requires the approval of the organizer. The same applies to the display of particularly heavy exhibits. Anchoring in the hall floor is not permitted. Damage caused by improper handling of the stand area must be reported immediately after the damage occurs. Irrespective of this, the exhibitor concerned shall also be held liable for any damage subsequently discovered.

17. Exhibitor passes

Exhibitors/sub-exhibitors will receive personalized exhibitor passes for themselves and their employees for the duration of the event. They are non-transferable and only valid in conjunction with an official pass. In the event of misuse, the pass will be confiscated without replacement. The details for these exhibitor passes must be submitted by the main exhibitor **via the registration tool** on the AFCEA Bonn homepage www.afcea.de by the date specified in the schedule. The exhibitor pass will be sent with the registration confirmation. The stand personnel will have access to their stand with the exhibitor pass during the set-up phase.



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18. Marketing services for exhibitors

The organizer provides each exhibitor with the following marketing services:

- Entry of the exhibitor's company name and stand number in the exhibition invitation flyer (distributed with the Hardthöhenkurier in a circulation of 8000 copies, by AFCEA Bonn e.V. to various offices and distributed free of charge to all visitors).
- Inclusion of the exhibitor's company profile (100 words/max. 800 characters with spaces) and logo in the AFCEA booklet published for the trade exhibition (produced by Behördenspiegel)
- Provision of a desired number of flyers (max.: 4 per square meter of stand space) for your own advertising measures. These can only be provided if the number of flyers requested has been entered in the corresponding registration tool in good time.
- Inclusion of the company logo in the logo collage of the trade exhibition
- An E-Competence-matrix in which the exhibitor can enter his competences and a comprehensive company profile in addition to his contact details and company logo.

19. Exhibitor advertising

Advertising of any kind is permitted within the stand space rented by the exhibitor for the exhibitor's own company and only for the products and/or services it manufactures or sells. The use of devices and equipment intended to achieve an increased visual and/or acoustic advertising effect requires the written approval of the organizer. Advertising outside the stand space rented by the exhibitor is only permitted with the express permission of the organizer. Advertising of a political nature is generally not permitted.

20. Photographs, drawings, film footage

The organizer is entitled to have photographs, drawings and film recordings made of the exhibition events, the exhibition structures and stands and the exhibited items and to use them for advertising or press publications without the exhibitor being able to object to this on any grounds whatsoever. This also applies to recordings made directly by the press or television with the consent of the organizer. The exhibitor is permitted to make film recordings, drawings and photographs of his own stand, but not of the stands and exhibits of other exhibitors.

21. Direct sales

Direct sales are not permitted.

22. Cleaning and stand area clearance

The organizer is responsible for the general cleaning of the trade fair and exhibition grounds and the hall aisles. The stand fee includes the cleaning of the exhibition stands before each day of the exhibition by a company commissioned by the organizer/WCCB. If the cleaning staff are not to enter the stand and the stand is not to be cleaned, this must be clearly indicated ("No stand cleaning requested").

If the stand area has not been cleared by the end of the official dismantling period, the organizer is entitled to charge a fee of € 300 per m². The organizer is also entitled to dispose of any exhibition stands and/or exhibits left behind at the exhibitor's expense. The organizer assumes no liability for damage to or loss of exhibition stands and/or exhibits left behind.



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23. Guarding

General security of the trade fair and exhibition grounds shall be provided by WCCB Bonn personnel hired by the organizer. General security shall not affect the liability provisions set out in Item 27. Exhibitors are responsible for the supervision of their own stands and exhibits. He is strongly recommended to have his stand supervised and to take out appropriate insurance cover to prevent damage. At night, valuable, easily removable objects must be locked up. For additional stand security, the exhibitor must make use of the services of WCCB personnel at his own expense, so that the responsibilities of the security service can be ensured from a single source.

24. Cancellation of event by AFCEA Bonn e.V.

The organizer is entitled to postpone, shorten or cancel an event in the event of compelling reasons for which it is not responsible or unforeseen events, such as force majeure, natural disasters, war, strikes, terror, massive failure or disruption of transport, supply and/or communication links, as well as to close an event temporarily, permanently, in individual parts or as a whole, insofar as the occasion requires such a measure. The organizer shall inform the exhibitor of this immediately, unless he is also prevented from doing so by a case of force majeure. In this case, the exhibitor shall not be entitled to compensation for any damages incurred as a result.

In the event of cancellation of the event due to the above-mentioned events, the exhibitor is obliged, at the request of the organizer, **to pay a reasonable share of the planning, organization, advertising and handling costs incurred for the AFCEA Trade Exhibition**. The amount of these cancellation costs shall be determined by the respective time of cancellation and shall be shown in the **Special Terms and Conditions of the AFCEA Trade Exhibition** for the respective event year. Should the organizer be in a position to hold the event at a later date, he must inform the exhibitors of this immediately. Exhibitors are entitled to cancel their participation on the changed date within two weeks of receiving this notification. In this case, they shall be entitled to a refund of 80% of the stand rental fee.

25. Insurance

Exhibitors are generally obliged to take out adequate insurance cover themselves. It is recommended that exhibitors take out exhibition insurance to cover the risks associated with transportation and the exhibitor's stay.

26. Liability, insurance, accident protection

The organizer is only liable without limitation in cases of intent or gross negligence as well as for damages due to injury to life, body or health.

In all other cases, the organizer shall only be liable

- in the event of a breach of cardinal obligations. Cardinal obligations are obligations whose fulfillment is essential for the proper execution of the contract and on whose fulfillment the exhibitor may regularly rely.
- insofar as the organizer is legally obliged to take out liability insurance or this is customary.
- to the extent that the organizer claims a special degree of trust or holds a qualified position of trust.

In such cases, however, the organizer shall only be liable for foreseeable damage typical of the contract (and thus not generally for consequential damage) and even then only up to a maximum of EUR 100,000 per claim. The limitation of liability only applies to entrepreneurs, legal entities under public law and special funds under public law. Otherwise, liability for simple or medium negligence is excluded. This limitation of liability also applies to the conduct of the organizer's vicarious agents and assistants. The exhibitor/co-exhibitor and joint exhibitor shall be liable for any damage caused to persons or property by him, his employees, his agents or his exhibition objects and equipment.

It is strongly recommended that exhibitors take out exhibitor insurance. The exhibitor is obliged to attach protective devices to the exhibited machines and equipment that comply with the accident prevention regulations of the employers' liability insurance association. The organizer is entitled to prohibit the exhibiting or commissioning of machinery and equipment at its discretion.

27. House rules and regulations, violations, smoking ban

The exhibitor submits to the house rules of the organizer throughout the exhibition grounds during the event. The organizer's house rules and rules of use must be observed. The instructions of the organizer's employees and representatives, who are identified by a badge, must be followed. Violations of the General and Special Terms and Conditions or of the instructions within the scope of the house rules and the house and user regulations shall entitle the organizer to immediately close the stand without compensation at the exhibitor's expense unless the violations are discontinued upon request. Smoking is generally prohibited on the entire exhibition grounds. Smoking is only permitted in the specially designated areas.

28. Data protection notice

Personal data is processed by the organizer as the responsible body within the meaning of data protection law in compliance with the relevant data protection regulations for the support and information of customers and interested parties as well as for the processing of the services offered (legal basis: Art. 6 para. 1 lit. b EU-DS-GVO). In accordance with the principle of data minimization and data avoidance, only data that is absolutely necessary for the stated purposes is processed. Personal data is of course treated confidentially and protected in the best possible way by appropriate security measures. Only authorized persons who are involved in technical, commercial and customer administration support have access to your data.

Personal data will be stored until the contractual relationship with the organizer has ended and the data is no longer required for other legal reasons (e.g. due to statutory retention periods). Every exhibitor has the right to complain about this data processing to the responsible data protection supervisory authority and can request information, correction, deletion or restricted processing, object to the processing or assert their right to data portability under the legal requirements.

29. Use of data for statutory purposes of AFCEA Bonn e.V.

The organizer is interested in maintaining the customer relationship with its exhibitors and providing them with information as part of the preparation of the AFCEA trade exhibition and



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offers about other events and services. Therefore, the data submitted with the registration (company name, address, telephone/fax number and e-mail address) will be processed by the organizer in order to send corresponding event-related information.

30. Exhibitor claims, written form

Claims of the exhibitor against the organizer arising from the contractual relationship and all related claims shall lapse within 6 months and must be asserted in writing. The limitation period shall commence at the end of the month in which the final day of the event falls.

31. Place of fulfillment, place of jurisdiction

German law and the German text shall apply exclusively. The place of fulfillment and jurisdiction is Bonn, Germany. However, the organizer reserves the right to assert its claims at the court of the place where the exhibitor has its registered office.

32. Non-conformity

In the event of disagreement, the Special Terms and Conditions shall take precedence over the General Terms and Conditions.

33. Severability clause

Should the terms and conditions be partially legally ineffective or incomplete, this shall not affect the validity of the remaining provisions or the contract. In this case, the parties undertake to replace the invalid provision with such a provision or to fill the gap with such a provision that comes closest to fulfilling the economic purpose pursued by the parties.