

Terms and Conditions of Participation

1. Basis of contract

Organiser, legal entity, and economic promoter is:
agra Veranstaltungen GmbH
Friedrich-Ebert-Straße 26
04416 Markkleeberg
Commercial Register No. HRB 20560
Tel: 0341 3389327
0341 3502369
Fax: 0341 3381122
email: info@agra2019.de
Internet: www.agra2019.de

agra Veranstaltungen GmbH (hereinafter, the "Organiser") is the contract partner for exhibitors. The Organiser is represented by the exhibition management vis-à-vis exhibitors. The contractual relationships between exhibitors and the Organiser are governed by these Terms and Conditions of Participation. The contract consists of the registration for stand space, which is submitted using the corresponding form to www.agra2019.de or by mail, these Terms and Conditions of Participation, and the Technical Guidelines of the Leipziger Messe for the exhibition.

Unilateral provisos or conditions in connection with registering for a stand are not taken into consideration. Supplemental agreements must be made in writing. The exhibitor acknowledges this in legally binding form when submitting the registration. It undertakes to make its on-site staff and its service providers aware of the content of the contractual bases and the duty to comply with them.

The exhibitor's general business terms and conditions or other terms and conditions are excluded as contract terms and conditions.

In the event of infractions of these Terms and Conditions of Participation or the Technical Guidelines, the Organiser is entitled to take the steps that it considers appropriate and, if necessary, to exclude the exhibitor from the exhibition without notice.

2. Location and duration of the exhibition / opening hours

"agra2019" is the universal agricultural trade fair in central Germany. It will be held from **25 to 28 April 2019** on the grounds of **Leipziger Messe GmbH**, at **Messe Allee 1**, in **04356 Leipzig**. The exhibition is open to visitors daily **from 9:00 a.m. to 6:00 p.m.** During the exhibition, exhibitors will have access from 8:00 a.m. to 7:00 p.m.

Stands must be occupied at all times during the exhibition's opening hours and may not be vacated prior to the official close of the event (28 April 2019 at 6:00 p.m.).

Events at the trade fair stand outside of the aforementioned hours require the prior approval of the Organiser.

3. Exhibition programme

- Processes, technologies, and equipment for crop production
- Livestock breeding, processes, technologies, and equipment for livestock production
- Processes, technologies, and equipment for fruits, vegetables, and special cultures

- Storage and processing of agricultural products
- Food industry – eating and drinking
- Renewable raw materials and energies
- Forestry equipment, municipal equipment, landscape management
- Agriculture generally
- Rural housekeeping and gardening
- Leisure, farm holiday, associations and traditions

(The complete exhibition programme with a detailed list of product groups can be found on the back page (page 4) of the registration form for agra 2019.)

4. Approval

4.1. Companies

The exhibition is open to manufacturing companies from Germany and abroad, service companies, importers and exporters, and trading and distribution companies.

There is no entitlement to approval or to assignment of a stand. The Organiser may reject registrations without having to provide reasons.

4.2. Exhibition goods

Eligible for approval are only those exhibition goods that correspond to the exhibition's programme and character and are precisely described in the registration. Products that do not correspond to the exhibition's list of products may not be exhibited, unless they are essential to the presentation or functioning of the exhibitor's own exhibit. In the event of infractions, the corresponding exhibits must be removed from the stand. The Organiser is entitled to arrange for this at the exhibitor's risk and expense if the exhibitor does not fulfill his duty.

4.3. Livestock as exhibition goods

Livestock may be exhibited only with the prior express approval of the Organiser. Exhibitors that wish to show livestock must take all measures required by law to control the spread of epidemic diseases. All other provisions concerning the exhibition of livestock must also be observed. In addition, the requirements of the responsible official veterinarian are applicable.

5. Registration

5.1. Submission

Registration for participation is to be submitted on the Organiser's form or at www.agra2019.de.

A separate registration is necessary for each stand. Consideration will be given only to applications that are complete, properly filled out, and signed by an authorised individual at the exhibitor's company. The exhibitor must list all exhibition goods to be offered at the trade fair on the registration form (using an extra sheet if necessary). A stand is assigned in accordance with this information. Conditions or provisos are not acknowledged. If the registration is submitted using the online form, it is valid also without signature by sending it to the Organiser.

5.2. Special structures

Every exhibitor is obligated to fill out and submit Service Sheet 1 contained in the order form booklet.

Structures or equipment requiring approval must also be indicated, using Service Sheet 20. The exhibitor must obtain any approvals required by the building inspection authority.

Exhibition goods that are to be exhibited in the hall and exceed 2.50 m in height, width, or length or exceed 1,000 kg must be precisely specified when registering.

In the case of exhibition goods with spot loads, the weight borne by the individual spots and the size of the pressure surface must be indicated.

5.3. Co-exhibitors

The use of the stand space by another company (co-exhibitor) must be expressly noted when registering (special registration form for co-exhibitors), regardless of whether that company is represented with its own products and its own staff or only with its own products. The information to be provided for them is the same as for the registrant itself. Approval is deemed granted unless the registration is expressly rejected. Unregistered co-exhibitors are excluded from participating in the trade fair.

5.4. Stand space

Stands are to have a **minimum size of**

in the hall:

- 9 m² for aisle and corner stands
- 30 m² for end-of-aisle stands with at least 8m of frontage
- 80 m² for block stands with at least 8m of frontage

on the open-air grounds:

- 20 m² for aisle and corner stands
- End-of-aisle and block stands upon request

Stands are to have a **minimum depth of**

in the hall:

3 m

on the open-air grounds:

6 m

Only full metres are rented out with respect to stand length and depth. All centimetre measurements in excess of a full metre will be automatically rounded up to the next full meter and booked accordingly.

Spatial requirements must be designed in such a way that exhibits, stand structures, awnings, advertising elements, etc. do not protrude into walkways or neighbouring stands.

5.5. Registration fee / stand rental charge

The **registration fee** is €150, net, per main exhibitor. The **rubbish fee** is €25, net, per stand.

The **stand rental charge** is calculated by m² of floor area, net:

	Hall	Open-air grounds
Aisle stand	€55	€26
Corner stand	€65	€29
End-of-aisle stand	€70	€31
Block stand	€75	€34

All prices relate to area only and not to any structures or floor coverings. Pillars within stand spaces do not reduce the amount of the exhibitor fee. Two-storey structures are not permitted. Rounded or oval spaces will be enlarged to right-angle spaces for the purposes of calculation.

5.6. Registration deadline

Registrations may initially be submitted until 31 October 2018. If the available stand spaces are over-booked, space will be assigned based on the date the registration was received. Registrations submitted after the deadline will be considered only if space is still available. The exhibitor is bound by its registration until receipt of the stand confirmation or a rejection, even where it is received after the registration deadline.

5.7. Value-added tax

All prices are net prices. Value-added tax is also charged in the amount applicable at the time of the event. Exhibitors that are based in the European Union must provide their value-added tax identification number when submitting the registration documents, thereby approving that the order is to be processed using that number. If the value-added tax identification number is already on file with the Organiser, then it may be used without first enquiring, even if it is not provided when registering. After receiving the invoice, the exhibitor must verify that the provided value-added tax identification number is correct and promptly notify the Organiser about any error. The exhibitor is liable for tax arrears payments resulting from erroneous value-added tax identification numbers. Exhibitors that are not based in the European Union must demonstrate their entrepreneurial status by way of a certificate issued by their home country. The tax number under which the company was registered must also be evident from the certificate.

6. Acceptance / stand assignment

6.1. Acceptance of the registration

The contract between the exhibitor and the Organiser comes into effect upon written confirmation of registration, together with indication of the location, stand number, and size of the assigned stand (stand confirmation). If the content of the stand confirmation deviates from that of the registration, the contract comes into effect pursuant to the stand confirmation. In the case of more than insignificant deviations, the contract comes into effect pursuant to the stand confirmation unless objected to in writing by the exhibitor within 10 days of receipt.

6.2. Stand assignment

Stands are normally assigned to the topic area with which the registered exhibition goods are principally associated. The Organiser will do its best to meet the exhibitor's requests with respect to location and size of the exhibition space, but special stand requests are not acknowledged as a condition of participation. The unilateral switching of places is not permitted.

6.3. Changes

The Organiser reserves the ability to assign the exhibitor a stand in a location different than the one in the stand confirmation, to change the size of its exhibition space, and to relocate or close entrances and exits to the exhibition grounds, insofar as, on account of special circumstances, it has a substantial interest in taking such measures or is obligated to do so as a result of safety rules or regulatory requirements.

6.4. Revocation of approval

The general appearance of the exhibition stand must correspond to the level and overall image of the exhibition. If approval (stand confirmation) was given based on false assumptions or information, or if the approval requirements are subsequently not met, the Organiser is entitled to revoke the granted approval and close the stand without compensation and, if the stand is not immediately dismantled and removed, to arrange for this at the exhibitor's expense and, if necessary, make other arrangements for the exhibition space. The foregoing does not affect the exhibitor's obligation to pay the agreed exhibitor fee.

7. Revocation and non-participation

7.1. Termination by the Organiser

The Organiser is entitled to terminate the rental contract and make other arrangements for the assigned space if the renter is in default in making its payments or if the requirements for continuing the contract as set forth in these Terms and Conditions of Participation and the Technical Guidelines are no longer met. In addition, the Organiser may terminate

the contract if the exhibitor substantially breaches its obligations despite having been warned.

7.2. Termination by the exhibitor

The exhibitor is bound by its registration until receipt of the stand confirmation and may revoke it only in accordance with the following provisions:

7.2.1. Revocation after registration but prior to receipt of the stand confirmation

In the event of revocation **prior to receipt** of the stand confirmation, the exhibitor will be charged €200 plus value-added tax.

7.2.2. Non-participation

Registration may be terminated **after receipt** of the stand confirmation only with the Organiser's consent. Non-participation or reduction of the size of the stand space does not relieve the exhibitor of the obligation to pay the agreed exhibitor fee, plus any decoration costs incurred for the purpose of maintaining the overall visual image.

The Organiser is not obligated to accept a substitute exhibitor proposed by the exhibitor. If the Organiser is successful in reassigning the stand space, the exhibitor must pay 25% of the net stand rental charge in compensation of the Organiser's expenses. It is not considered a reassignment if the space not used by the exhibitor is assigned to another exhibitor for visual reasons and the Organiser does not earn any further income from this. It is also not considered a reassignment if unoccupied spaces are available in the relevant exhibitor group. If a substitute renter cannot be found, the exhibitor is liable for the full amount of the stand rental charge, including all surcharges, as follows:

- Termination up to eight weeks before the start of the exhibition (27 February 2019, receipt of notice by mail)

50% of the stand rental charge

- Termination thereafter (starting 28 February 2019, receipt of notice by mail)

100% of the stand rental charge.

The registration fee of €150 is payable in all cases.

If the stand is not visibly occupied in a timely manner, i.e. by the end of set-up, the Organiser may revoke the approval and, if appropriate, making other arrangements for the exhibition space. The exhibitor remains obligated to pay the full exhibitor fee. In the event of non-participation by an exhibitor, co-exhibitors may assume its contractual rights and obligations.

If an exhibitor terminates, it must pay in full any billable services already provided by the Organiser, such as media entries, electricity and water hook-ups, etc.

8. Provisos

8.1. Ability to implement requests

Requests in connection with the provision of services are subject to the ability to implement them.

8.2. Cancellation / closing of the event

The Organiser is entitled to relocate, reschedule, or abbreviate the event, as well as to close it temporarily either in whole or in part or to cancel it, where an important reason for doing so exists for which the Organiser is not responsible (such as labour disputes, force majeure, police orders), under exclusion of claims against the Organiser for compensation. If the exhibition is completely cancelled prior to starting, the exhibitor is obligated to pay a cost contribution in the amount of 25% of the agreed exhibitor fee.

8.3. Relocation/rescheduling of the exhibition

If the exhibition is relocated or rescheduled prior to starting, the exhibition contract is deemed concluded for the new exhibition location or times, unless the exhibitor terminates the contract within seven days of receipt of notice from the Organiser concerning the relocation/rescheduling of the exhibition. In the event of termination, the exhibitor is obligated to pay a cost contribution in the amount of 25% of the exhibitor fee to be calculated on the basis of the registration.

8.4. Discontinuation of the exhibition

If the exhibition is discontinued prior to concluding, if it is temporarily or partially closed after starting, or if it starts at a time later than that agreed upon, the exhibitor is not entitled to terminate the contract and

remains obligated to pay the registration fee and the agreed exhibitor fee.

8.5. Insolvency proceedings in respect of the assets of the exhibitor/co-exhibitor

If an application is lodged for commencement of court-supervised insolvency proceedings in respect of the assets of the exhibitor/co-exhibitor, or if such an application is refused for lack of assets, the Organiser is entitled to reject the exhibitor/co-exhibitor, to exclude it from participating in the exhibition, and/or to terminate the contract. The exhibitor must give the Organiser prompt notice of any such application.

9. Payment terms

9.1. Invoicing

The stand rental charge, the registration fee, and the rubbish fee are normally invoiced when the stand confirmation is issued to the main exhibitor.

The main exhibitor is normally invoiced by the Organiser or the contract partners for the media charge and ordered services in accordance with the service booklet. The Organiser is entitled to demand pre-payment commensurate with the exhibitor's order.

If after invoicing the exhibitor wishes to change the billing address listed in the registration, such that a new invoice needs to be issued, a processing fee of €50, net, is charged.

9.2. Due date

The invoiced amount is due for payment within 14 days of the invoice date – or immediately, in the case of registration shortly before the start of the event – by bank transfer to the Organiser's account, indicating the invoice number and customer number.

9.3. Payment default

In the event of payment default, a late-payment fee is charged in the amount of 1% of the invoiced amount per each commenced month. If the exhibitor has not paid its exhibitor fee prior to the first day of set-up, the Organiser may exclude it from participating in the exhibition. The demand for payment of the stand rental charge is nevertheless unaffected.

9.4. Lien

If a renter fails to meet its payment obligations, the Organiser is entitled to retain exhibition items and to sell them privately or at a public auction at the debtor's expense.

No liability is assumed for damages to exhibition goods that are detained in exercise of the right of retention.

10. Use of the stand

10.1. Acceptance / hand-over

The stand space is handed over in a condition ready for use.

The exhibitor is obligated to return it in the condition in which the exhibitor accepted it (including removal of stand construction materials, floor coverings, adhesive tape, etc.).

If it fails to meet this obligation by the date set for the completion of dismantling, the Organiser is entitled to have the original condition restored at the exhibitor's expense.

10.2. Stand construction

It must be noted in the registration if the exhibitor intends to build its own stand.

If it does not intend to build its own stand in the hall, it must order at least the type 1 system stand using the corresponding service sheet in the order booklet for services.

Exhibition stands, as well as installations, exhibits, and advertising signage, must be erected with sufficient stability so as to avoid endangering public safety and order, as well as the life and health of persons. Neighbouring stands or existing structures may not be used for stabilisation purposes.

If necessary, the exhibitor must furnish proof of structural safety. Stand structures must be erected pursuant to the "Technical Guidelines of the Leipziger Messe".

10.3. Furnishings

Every exhibitor is obligated to visibly identify its stand with the precise indication of its name or association name and to design it in a way that is promotionally effective.

Rented stand-partition walls, as well as floors, walls, pillars, and other fixtures, may not be nailed into, painted, or otherwise damaged, nor may adhesives be applied to them.

10.4. Set-up

Stand spaces are available for set-up from **Tuesday, 16 April 2019 until Thursday, 18 April 2018 and on Tuesday, 23 April 2019, from 7:00 a.m. to 10:00 p.m.**

On **Wednesday, 24 April 2019**, the set-up time starts at **7:00 a.m. and ends at 8:00 p.m.** The spaces must be fully readied and occupied by that time, i.e. the last set-up day.

Set up is not possible between 19 and 22 April 2019 (Easter).

The Organiser may make other arrangements for spaces that are not occupied by the designated deadline. The exhibitor remains liable for the rental charge.

10.5. Occupation

During visitor hours, a representative of the exhibitor must be present at the stand at all times. During visitor hours, the stand may not be fully or partially concealed. It may not be vacated prior to the official close. During exhibition days, exhibition goods may be removed from the stand or replaced only with the agreement of the exhibition management and only outside of visitor hours.

10.6. Dismantling

Stands may be dismantled only after the exhibition ends on **Sunday, 28 April 2019, starting at 6:00 p.m.**

Work is permissible until **midnight** on the last day of the trade fair and from **7:00 a.m. until 10:00 p.m. on the following days**. Dismantling, including any work to restore the space, must be completed **not later than Thursday, 2 May 2019 at 10:00 a.m.**

If the deadline is not met, the Organiser is entitled, without having to give prior warning and at the exhibitor's risk and expense, to clear the stand and to have the items stored or transported back to the exhibitor.

11. Deliveries / vacating

11.1. Delivery of exhibits and shipments

The exhibitor is obligated to personally accept delivery of exhibits and other shipments.

As a rule, the Organiser does not accept delivery of trade fair exhibits at the trade fair office.

The exhibitor is to provide the following delivery address to the deliverer:

**Leipziger Messe GmbH,
Messe Allee 1, 04356 Leipzig,
"agra 2019",**

Name and contact partner

Information about the location in the hall or on the open-air grounds with stand number

11.2. Exhibition shipper

The official exhibition shipper is the official trade fair shipper of the Leipziger Messe. Services may be ordered using the relevant form in the order form booklet.

The shipper works in accordance with the provisions of the German Freight Forwarders' Standard Terms and Conditions.

11.3. Flatbed lorries, cranes, forklifts, etc.

For safety reasons, mobile cranes, special cranes, flatbed lorries, forklifts, etc. that are used for setting up or dismantling exhibition goods may be operated only by the trade-fair shipper of the Leipziger Messe. The exhibitor may use its own cranes and loading materials only with the Organiser's approval. The corresponding form in the service booklet may be used for placing a timely order of loading equipment.

11.4. Packaging materials

Packaging materials are picked up from the stand and returned to it by submitting a request to the exhibition shipper.

11.5. Driving on the grounds

Driving on the exhibition grounds is permitted only during set-up and dismantling times. No special approval by the Leipziger Messe is required for this.

All vehicles must have left the grounds by the specified end of the dismantling time. Thereafter, the exhibition management will have vehicles still located on the exhibition grounds removed at the risk and expense of the vehicle owners. The vehicle will be released only in exchange for reimbursement of the incurred costs.

In the interest of all participants, limitations may be placed on when vehicles can enter the exhibition grounds and on how long they can remain there.

The Organiser may specify that a security deposit is to be provided when entering. This will be refunded if the grounds are exited on time.

11.6. Parking

Parking spaces for lorries and cars are located in the immediate vicinity of the exhibition grounds. During the event hours, they are monitored by corresponding security staff generally from 8:00 a.m. to 7:00 p.m.

11.7. Restocking

For the purposes of restocking stands during the exhibition, vehicles of exhibitors and suppliers may drive onto the exhibition grounds

**from 7:00 a.m. to 9:00 a.m. and
from 6:00 p.m. to 7:00 p.m.**

In this regard, a **security deposit of EUR 100** must be provided at the entrance gate, and it will be **refunded** at the exit gate if the exhibition grounds are exited on time.

12. Services

Every exhibitor receives an order booklet for services together with the stand confirmation. The delivery and service terms and conditions in the order booklet, as well as the prices set forth therein, are binding. The exhibitor is entitled to the listed services only if applications are submitted on time by the date indicated in the service booklet. Where the Organiser merely brokers orders for services, the companies engaged to render them become the exhibitor's contract partners. Details can be found in the order forms.

13. Technical hook-ups

The Organiser is responsible for handling the general lighting of the corridors in the halls.

The lighting of stands is the responsibility of exhibitors.

13.1. Electrical hook-up

A TNCS network is available for drawing electricity.

Connection to the stands is handled exclusively by the company authorised by the Organiser. The service booklet contains an order form.

13.2. Water hook-up

Drinking water is available with water pressure of approximately 2.5 bar.

Connection to the supply and drain lines at stands is handled exclusively by the company authorised by the Organiser. The service booklet contains an order form.

13.3. Telecommunications services

Phone, fax, and other telecommunications services are installed for each exhibitor upon request by Leipziger Messe AG.

The service booklet contains an order form.

13.4. Interruptions

The Organiser is not liable for losses or damages caused by interruptions to the supply of electricity, water, or telecommunications services.

14. Publicity, advertising

14.1. Media entries

Entries in the official exhibition media (trade fair catalogue and exhibitor database) are obligatory for exhibitors and co-exhibitors and are subject to a charge. They consist of one basic entry each in the list of exhibitors (contact data, plus description of the exhibition goods, with a length of 200 characters including spaces) for €110. Also, it is possible to place additional product group entries in the above-mentioned media for €22 each.

14.2. Specialised presentations

Specialised presentations can be applied for with the Organiser and scheduled in the event programme. The corresponding order form can be found in the exhibitor service booklet.

14.3. Advertising

Advertising spaces on the trade fair grounds can be rented out to exhibitors.

Otherwise, advertising is not permitted outside of the exhibitor's own stand.

Advertising must not contravene public decency. Advertising of an ideological, religious, or political character is not permitted.

14.4. Unfair competition

The exhibitor is obligated to refrain from all actions and measures during the exhibition that, with respect to other exhibitors, constitute a breach of good faith or a violation of the provisions of the German Act Against Unfair Competition.

14.5. Brochures

Printed materials and brochures may be distributed only at the exhibitor's own stand and contain only its own production and sales programme.

14.6. Demonstrations

Visual and acoustic demonstrations are permissible only at the exhibitor's own stand and only if this does not disturb neighbouring stands or general visitor traffic.

Crowds of visitors must not significantly restrict corridor spaces. Exhibitors that hold demonstrations on the open-air grounds must obtain a self-disclosure (risk analysis form) from the trade fair organiser and submit it by 31 March 2019. The permission of GEMA (Gesellschaft für musikalische Aufführungs- und mechanische Vervielfältigungsrechte) must be obtained for playing musical recordings.

14.7. Opinion surveys and the like

Opinion surveys are permissible only at company stands and must be notified to the Organiser in advance. Drawings, contests, etc. must be reported to the Organiser.

14.8. Filming, photographing, recording

Commercial filming, photographing, and recording is permissible only with the approval of the exhibition management and in compliance with any existing copyright claims. Approval by the Leipziger Messe is not necessary for this.

Filming or photographing a stand requires the owner's permission. The Organiser is entitled to arrange for the photographing, recording, or filming of exhibition structures, persons working at the stand, and exhibited items and to use same for its own purposes or for general publications. The exhibitor waives all objections under copyright law.

15. ID cards / parking spaces

With the stand confirmation, every exhibitor receives free ID cards for stand staff under the terms and conditions listed on the order form.

For each exhibition space up to 10 m²: two ID cards

For each additional commenced 10 m²: one ID card, up to a maximum of 20 ID cards, and

For each reported co-exhibitor: one ID card.

Additional ID cards may be acquired for a fee using the service booklet. The use of parking spaces is subject to a fee. Car park tickets may be ordered with the service booklet.

16. Security monitoring

To the extent useful for exhibition purposes, the Organiser handles general security monitoring of the

open-air grounds and the halls during official set-up and dismantling times, as well during the exhibition. The foregoing notwithstanding, each exhibitor is responsible for taking precautions for its exhibition goods.

Where required, security monitoring of stands may be requested from a security company authorised by Leipziger Messe GmbH.

The stand staff must leave the trade fair grounds when the trade fair closes. Staff are not permitted to remain at the stand during the night.

17. Food and beverages

Upon registration, the Organiser is to be notified in detail about the intended sale of food, alcoholic beverages, and ice cream. It must also be notified where food and drink will be provided free of charge.

The Organiser reserves the ability to grant or refuse approval for this.

The exhibitor is obligated to obtain the necessary approvals (permission). Every gratuitous or non-gratuitous dispensing of unpackaged foodstuffs is subject to the statutory provisions of German foodstuff hygiene law (Regulation (EC) No 852/2004 on the hygiene of foodstuffs and the German Regulation on the hygiene of foodstuffs). For instance, such stands must have a separate hand-washing station with hot and cold running water, additional means for rinsing, and work, wall, and floor areas with flat, washable surfaces, as well as sufficient means for cooling.

The Organiser is entitled to order the immediate closing of stands that do not comply with the above-mentioned statutory rules.

Food and beverages may be prepared only with electrical appliances. The use of bottled gas is strictly prohibited everywhere on the trade fair grounds.

18. Cleaning, disposal

The exhibitor is responsible for cleaning the exhibition stand. For this purpose, it may make use of the services of the cleaning company authorised by the Leipziger Messe.

The exhibitor must arrange for the recycling or disposal of unavoidable rubbish that accumulates during the event or during set-up or dismantling. The shipping company offers services for this.

Waste from food and beverage service at the stand must be separated, placed in containers provided by the cleaning firm, and made available in the corridors in the evening for disposal.

Every exhibitor is charged a rubbish fee of €25 per stand for the disposal of small quantities of rubbish (max. 10 L per stand) that accumulate each day during the event. The Organiser does not provide rubbish bags for this purpose. Rather, the exhibitor must arrange for them itself. Environmentally harmful substances or objects may not be placed in the containers. For larger quantities of rubbish, a container must be ordered from the Organiser.

19. Order and safety

19.1. General safety

Every exhibitor is responsible for **operational safety** and for complying with **occupational safety and accident prevention rules** at its stand. It must instruct its staff accordingly.

Corridors, gates, and exits must be kept clear.

Stand construction materials, packaging materials, etc. may not be stored either inside or outside the stand.

The Organiser and the responsible regulatory authorities, police, and fire brigade are entitled to **conduct inspections** at any time, including in stands.

Requirements imposed by the regulatory authorities, police, or fire brigade must be implemented immediately and without compromise.

19.2. Building supervisory regulations

The **general building supervisory regulations for trade fairs and exhibitions** must be observed. They are contained in the Technical Regulations of the Leipziger Messe. They can also be viewed at www.agra2019.de under "Information for exhibitors".

19.3. Fire protection and safety

The relevant rules for stand construction and decoration materials, exhibition of vehicles, use of potentially explosive materials, use of open flames, etc. must be observed. Details can be found in the Technical Regulations.

19.4. Technical and operational safety

With regard to installations in stands, as well as to exhibited products, devices, and equipment and their demonstration, the relevant provisions must be observed without compromise. Information on this can also be found in the Technical Regulations.

20. Liability, claims

20.1. Organiser liability

The Organiser excludes all liability for any reason, unless the Organiser, its legal representative, or persons used by the Organiser to perform an obligation acted wilfully or with gross negligence. This limitation of liability does not apply in the case of loss of life, bodily injury, or damage to health, including as a result of simple negligence, as well as in the case of a breach of those duties, including as a result of simple negligence, the fulfilment of which is essential to proper performance of the contract, the breach of which jeopardises achievement of the contract purpose, and on the observance of which the customer normally relies (known as "cardinal duties").

20.2. Exhibitor liability

The exhibitor is liable for any damages culpably caused to persons or property by it, its employees, or its agents or by its exhibition items or its installations.

20.3. Insurance

Every exhibitor is strongly encouraged to obtain insurance against liability risks, as well as against all potential hazards.

The Organiser has concluded a framework agreement for exhibition insurance in order to give exhibitors the opportunity to obtain insurance coverage in accordance with the general insurance terms and conditions at favourable rates.

By submitting an application from the service booklet, the exhibition risk can be covered pursuant to this framework agreement.

20.4. Assertion of claims

In order to preserve claims, the insurance company, the exhibition management, and, in cases of tort, also the police must be given immediate written notice of a damage event.

21. Undertakings

21.1. Terms and Conditions of Participation

With its registration, the exhibitor acknowledges the foregoing Terms and Conditions of Participation.

The exhibitor undertakes to instruct its employees, co-exhibitors, and the companies and persons working on its behalf on the exhibition grounds to comply with these Terms and Conditions of Participation, as well as with supplementary provisions, and to be liable for them.

21.2. Technical Guidelines

The Leipziger Messe has issued Technical Guidelines for events held on its grounds. They are binding on all exhibitors.

Special reference will be made in the exhibition regulations and, later, in the service offers to exceptions owing to the special features of the agricultural exhibition "agra 2019". The current version of the Technical Regulations can be found at [www.agra2019.de/Information for exhibitors](http://www.agra2019.de/Information%20for%20exhibitors) and is available for download. With its registration, the exhibitor acknowledges the foregoing Terms and Conditions of Participation.

21.3. Regulatory requirements

The exhibitor undertakes, including for persons and companies acting on its behalf, to comply with all relevant statutory provisions and regulatory requirements, including those relating to fire protection, building safety, and trade, with provisions on shipping and paying customs duty on goods, and with rules on the handling of advertising.

22. Site authority

The Organiser exercises site authority over the entire exhibition grounds. In the event of infractions of the exhibition regulations, it is entitled and obligated to take such measures as appear appropriate to it, including, if necessary, exclusion from the exhibition without notice.

If the exhibitor or its agents fail to comply with the Organiser's demands, the Organiser may have the stand cleared and, if necessary, have the exhibition goods stored at the renter's risk and expense without assuming any sort of liability.

The paid stand rental charge will not be refunded. Claims for compensation of damages may not be asserted.

The right of the Leipziger Messe, as owner of the trade fair grounds, to determine who can be allowed or denied access remains unaffected thereby.

23. Final provisions

All agreements, individual approvals, and special arrangements must be made in writing in order to be legally effective.

Any claims by the exhibitor against the Organiser are prescribed unless asserted in writing within one month.

24. Severability clause

If individual provisions of these Terms and Conditions of Participation or parts thereof should be or become ineffective, all other provisions remain in full force and effect. In such case, the parties undertake to agree on other provisions in place of the ineffective provision that most closely approximate the legal and economic content of the ineffective provisions.

Amendments, supplementations, and derogations must be made in writing.

German law is exclusively applicable.

Leipzig is the place of jurisdiction. However, the Organiser remains entitled to assert its claims before the court at the location where the exhibitor has its registered office.

The law of the Federal Republic of Germany is applicable.

Leipzig, April 2018 - agra Veranstaltungen GmbH -