

## Event Agreement 2016

### 1. General terms

(1) The nature and extent of contractual relations between the organizer and exhibition booth licensee shall be defined and bound exclusively by the following terms and conditions. These terms pertain to exhibition booth licensees who hold a business license and are considered *merchants* as defined by the German Commercial Code.

(2) The exhibition booth licensee shall apply by completing the organizer's electronic registration form and returning it to the event organizer. Such a registration received by the organizer constitutes a legally-binding offer by the exhibition booth licensee for conclusion of a fixed-term contract for a stand license.

(3) The organizer will be under no obligation to accept the offer. He will have the right to reject the application without obligation to state any reason. The organizer affirms his acceptance of the offer by sending a written confirmation of the order for an exhibition booth. The contract is validated upon receipt of the confirmation note by the applicant.

(4) The organizer reserves the right to change the precise stall footprint / location at short notice, in so far the change is reasonable to the licensee in consideration of the organizer's concerns and interests.

(5) Any information provided in the registration form will be stored by the organizer conforming to the provisions of Section 33 of the Data Protection Act of the Federal Republic of Germany.

(6) Subsidiary arrangements, changes of or amendments to the contract will be subject to a confirmation in writing by the organizer. This applies also to accorded modifications of the terms and conditions of this agreement.

(7) The organizer manages, organises and finances sports events. PLAN B event company GmbH is the organizer of the following events:

- E – BIKE Festival Dortmund 2016 presented by SHIMANO
- SALOMON Zugspitz Ultratrail 2016
- SALOMON ALPEN X 100 powered by LEDLENSER 2016
- GORE-TEX® Transalpine-Run 2016
- SCOTT ROCK THE TOP - Zugspitz Trailrun Challenge 2016
- VIKING Heroes Challenge 2016

### 2. Sales conditions

The sale of goods is permitted at events of PLAN B if not indicated otherwise in the written documentation for exhibitors. Exhibit booth licensees are solely responsible (a) to obtain all applicable licenses for their sales activities from the respective authorities, (b) for payment of all taxes related to their sales activities in accordance with the applicable laws.

### 3. Exhibition booth construction and design

(1) Booth construction and design must comply with all statutory requirements; in particular to the general and specific building regulations including the prevailing local building codes and specific provisions that pertain to the event. The construction materials used for the booth must also comply with all legal provisions, in particular those that concern building inspections and measures towards fire protection. Furthermore, the booths will have to be designed and constructed in such manner that no damage is likely to be caused to any person or property and that neither persons nor property are placed in jeopardy, are obstructed or incommoded in any way.

(2) Constructional changes to the area and the ground are prohibited. Any extension to the booked booth area will -if such change is permissible at all- be subject to additional charges. Pre-existing construction that project onto the booth footprint or pillars, flagpoles or light poles that reduce the booth surface area will not be considered as grounds for a reduction on the previously agreed-upon rate of rent.

(3) If a licensee cancels his booth at short notice, the appropriate terms of cancellation shall apply and the booth can be offered and assigned to another applicant. If any of the licensee's constructions or modular set-ups, etc., requires a special permit, the concomitant licence has to be available to the organizer upon request.

(4) The licensee requires explicit permission by the organizer to distribute promotional material or samples outside of his booth's footprint.

### 4. Domiciliary rights and security

(1) The organizer will provide general security and measures of site supervision. This is limited exclusively to the security of the overall compound and does not include security services for individual booths.

(2) The organizer has all domiciliary rights within the compound of the exhibition ground. All instructions/directives by the organizer, his statutory agents and associated staff must be strictly obeyed. The organizer has the right to remove from the stall any articles on display, which are in contradiction to prevailing law or offend against common decency and/or are inappropriate to the exhibition program. Advertising political or ideological agendas is prohibited.

### 5. Booth licensee's liabilities

The booth licensee will be liable for any damages incurred by the organizer and caused by the former, his staff or statutory agents (e.g. staff employed by the construction company raising the booth) or other persons, who act on behalf of the stall operator within the compound of the exhibition site.

### 6. Organizer's liabilities

Compensation claims brought forward by the booth licensee against the organizer, for whatever legal reason, are excluded. This does not apply, if the organizer, his legal representatives or his assistants in the execution of his duties have acted with intent or with gross negligence or the organizer is duly liable due to accountable damage resulting from injuries to the life, the body or the health of a person or the breach of integral contractual obligations.

### 7. Force majeure and similar incidents

In the case the booth rental contract cannot be executed due to force majeure or other reasons, which are beyond the control of the organizer, the organizer has the right to withdraw from the contract. In such a case, the stall organizer will be entitled to a refund on all booth rental fees paid in advance. Any additional claims, in particular claims on loss of earnings, are excluded.

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### **8. Calculating the booth footprint**

The booth area will be calculated by multiplying the reserved (booked) number of square metres with the price per square metre. Flat rates apply to services such as electricity on site, water access (optional) and security, waste disposal (obligatory) and have to be paid to the organiser. Please note that the size of any vehicle that you require on your exhibition space will have to be taken into account (added) when calculating the overall space needed for the booth. Vehicles that are not registered with their specific dimensions ahead of time won't be permitted in the expo area.

### **9. Joint booths**

The licensee is not permitted to change the position of the booth or to exchange allocated space with third parties without obtaining prior approval from the organizer. This also applies to subdividing a booth for partial or complete access by unauthorized third parties who intend to exhibit their own goods and products. If the organizer deems a joint operation of a booth acceptable, he will charge the official licensee an additional fee of € 250.00 for that privilege. In addition to his own liability, the licensee will also be liable for damages caused by the joint exhibitor.

### **10. Cancellation**

(1) Cancelling the booth space by the licensee has to be in writing and be sent to the organiser by email, postal service or by facsimile message.

(2) In the case of cancellation, the stall operator will be required to bear the following costs:

- Cancellation up to 42 calendar days prior to the first day of the event: 25% of the agreed-upon amount on the invoice
- Cancellation up to 14 calendar days prior to the first day of the event: 75% of the agreed-upon amount on the invoice
- Cancellation within less than 13 calendar days prior to the first day of the event: 100% of the agreed-upon amount on the invoice

### **11. Terms of payment and attendance**

(1) Contractually agreed-on fees will have to be paid in full (due net) to the organiser at least two weeks ahead of the starting date of the event unless another payment schedule has been defined between both parties in writing. In case the licensee fails to meet the payment deadline the organiser shall grant the licensee another term of payment before he can withdraw from the contract concerned and offer the booth space to another interested party. The organizer reserves the right to claim further compensation for incurred damages resulting from the delay.

(2) For reservations made at short notice, the agreed-upon fees shall be paid in full at the latest prior to the construction of the booth or in cash at the organizer's event office on site. The booth may not be occupied before payment is received in full by the organizer.

### **12. Assignment of rights**

The licensee is not permitted to assign his rights from this contract to another commercial enterprise or organisation without prior written approval by the organiser.

### **13. Final provisions**

(1) An application / registration for booth space comes into effect and is accepted by the organizer as soon as a written confirmation of receipt is forwarded to the licensee. The electronic registration form represents a legally-binding tender without being signed. The licensee accepts the binding character of these Terms and Conditions and commits to adherence thereby.

The Licensee's own General Terms of Business shall have no application in the context of this agreement. The declarant vouches that he / she is an authorized signatory for the commercial licensee who is filing the application.

(2) The place of fulfilment and the legal domicile for all disputes emerging from the business arrangement for which these event terms apply is the business headquarters of the event organiser, which shall also apply for proceedings opened by the event organiser as well as for proceedings opened against the event organizer.

(3) The relationships between the event organiser and the booth licensees are exclusively subject to the law of the Federal Republic of Germany, nevertheless under exclusion of the conflict legislation.

(4) If individual provisions of these General Terms of Business are or become impracticable, then such does not affect the practicability of the remaining provisions. In place of the impracticable provision, the legally valid regulation which most closely approximates the intended purpose of the impracticable provision applies.

Place of jurisdiction is Munich, Germany.

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