

General Terms and Conditions for Events

Koelncongress GmbH

§ 1 Scope

1.1 These General Terms and Conditions for Events apply to all contracts concluded by Koelncongress GmbH (hereinafter referred to as "Koelncongress" or "Kc") for the purpose of implementing guest events, trade fairs, exhibitions and other events. In addition to the trade fair grounds, Koelncongress venues include Gürzenich, Flora, Tanzbrunnen, Rheinterrassen and KM 689

1.2 For events taking place outside the trade fair grounds, the "Safety Regulations for Events" of Koelncongress (hereinafter referred to as: "Safety Regulations") shall apply to all contracts in addition to these General Terms and Conditions for Events. The "Technical Guidelines" of Koelnmesse GmbH (hereinafter referred to as: "Technical Guidelines") always apply to events on the trade fair grounds unless Koelncongress expressly declares the validity of its own safety regulations upon conclusion of the contract. The safety regulations take priority in this case. The applicable regulations are binding and must be observed by the organiser. The safety regulations can be viewed at [Safety regulations for events Koelncongress GmbH](#) and the Technical Guideline at [Technical guidelines Koelnmesse GmbH](#). They can be sent to the organiser in text form upon their request.

1.3 Additional or contradictory contractual conditions of the organiser shall only apply if Koelncongress has expressly acknowledged them in writing. If deviating agreements are made with the organiser in the contract or in an annex to the contract, these agreements always take precedence over the corresponding regulations within these contractual conditions.

1.4 The organiser must ensure that these General Terms and Conditions for Events as well as any other terms and conditions pertaining to the contractual relationship, in particular the Safety Regulations or Technical Guidelines, are observed by all persons and companies involved in the planning and implementation of the event.

§ 2 Conclusion of the contractual relationship, amendments to the contract

2.1 All contracts with Koelncongress must be in written form to be effective. This requirement of the written form shall also be deemed fulfilled if copies of the contract are signed using a simple electronic signature (e.g. scanned signature) or in accordance with the qualified electronic form pursuant to Section 126a Declarations of intent in text form (e.g. by e-mail) shall not be considered conclusion of a contract.

2.2 If Koelncongress sends the organiser copies of a contract proposal that have not yet been signed, this shall not constitute a legally binding offer by Koelncongress. The contract is not considered concluded until the organiser has signed two copies, returned them to Koelncongress and has then received a copy of the contract countersigned by Koelncongress.

2.3 Amendments or additions to the contract as well as all notifications or other communications must be made in text form in order to be effective, also with regard to any required consent or mutual confirmation.

2.4 Insofar as the contract for a venue is concluded with a consumer as defined in Section 13 of the German Civil Code (BGB), it concerns services from the area of leisure events pursuant to Section 312 g (2) number 9 of the German Civil Code (BGB) – contracts for the provision of services in connection with leisure activities, if the contract provides for a specific date or period for the provision. There is no right of withdrawal in these cases.

2.5 Provision shall be precluded if the premises are to be used for the organisation of events for which there is a high probability of the presentation or dissemination of politically extremist, racist, anti-Semitic, radical Islamist or sexist content, the glorification of violence, or misanthropic, unconstitutional or anti-constitutional content, whether by the user him-, her-or itself, by his/her/its members or by visitors to the event.

§ 3 Contractual object, changes to the event

3.1 The event concept agreed upon between the organiser and Koelncongress, the title and the contents of the event serve as the basis for the decision on conclusion of the contract. All rights of use of the organiser as stipulated in the contract are therefore granted for the event concept communicated by the organiser before or upon conclusion of the contract. Subsequent changes that have a significant impact on the conceptual design, the exhibition contents or the character of the planned event require the prior written consent of Koelncongress. Approval shall only be granted if the interests of Koelncongress and Koelnmesse GmbH are not impaired with regard to existing or planned events.

3.2 Any transfer of the halls, rooms and areas specified in the contract, whether in return for payment or free of charge, in particular through the provision of subtenants, transfer or assignment of the rights arising from the contractual relationship to third parties, shall also only be permissible with the prior consent of Koelncongress. This also applies in the event that the organiser's company is transferred to a third party that is in direct competition with Koelncongress or Koelnmesse GmbH and its events. Approval shall only be granted if the interests of

Koelncongress and Koelnmesse GmbH are not impaired with regard to existing or planned events. The transfer of exhibition space to exhibitors and other participants of the event for payment or free of charge is exempt from the obligation to obtain consent.

3.3 The halls, rooms and areas designated in the contract shall be made available on the basis of existing, officially approved hall or room layouts and approved escape route and seating plans, which the organiser may inspect at Koelncongress at any time and which will be sent to them as a file upon request.

3.4 Deviations from the officially approved hall or room layouts and plans always require the prior approval of the responsible authority. Application for the required permits, including formulation of the required statements, shall be performed by Koelncongress based on the respective written information and planning documents provided by the organiser. The organiser is obliged to submit the relevant information and documents required for an application in a timely manner and 3 months before the start of the event at the latest. The organiser shall bear full responsibility for the duration and costs of approval procedures as well as the risk of non-approval of special uses or deviations. The organiser shall not derive any claims from not gaining approval. In particular, they shall not have the right to withdraw from the contract nor to reduce the agreed fee.

3.5 When booking exhibition halls, Koelncongress is entitled, up to 6 months before the start of the event, to allocate alternative facilities to the organiser instead of the halls, areas and rooms designated in the contract if this contributes to more effective hall utilisation. This applies in particular if hall occupancy falls below 50% of the previously agreed gross exhibition space. Allocation of the entrance area shall be changed accordingly. The validity of the contract remains otherwise unaffected by this. In this case, the organiser is not entitled to any claims for reduction and/or compensation.

3.6 The organiser is granted a limited right of use of general traffic areas, toilets, cloakrooms, car parks and the contractually designated entrance area. In particular, the organiser must tolerate the shared use of these areas by other organisers and third parties.

3.7 Pillars, wall projections, drain pipes, radiators and other fixtures located in or on the venues are not taken into account when determining the agreed areas and do not result in a reduction of the area. The external wall surfaces of the building as well as ceilings and wall surfaces, in particular in the area of general traffic and entrance areas, are not covered by the transfer to the organiser and are outside the provided contractual object.

§ 4 Handover, acceptance and return

4.1 Upon handing over the contractual object, each contracting party may request joint inspection of the object, including the technical equipment, emergency exits and escape routes. If the organiser discovers defects or damage to the contractual object, Koelncongress must be notified of this in writing without delay. Both parties may request that a handover report be drawn up in which the condition and any defects or damage are to be recorded. The structural conditions recorded in the report shall be deemed to be in accordance with the contract, unless defects are expressly indicated. If no preparation of a handover report is requested, it is to be assumed that there are no recognisable defects at the time of handover.

4.2 Depending on the type and size of the event, an inspection of the event layout, the trade fair and exhibition stands and other equipment, structures and rigging is carried out in good time before the start of the event (generally on the last day of set-up) by the Building Inspectorate and the fire brigade as part of a joint inspection. This inspection particularly focuses on ensuring compliance with the approved Escape Route and Seating Plans and compliance with the Safety Regulations and/or Technical Guidelines. Depending on the type and size of the event or the trade fair stands, the electrical connections at the exhibition stands will also be checked by a technical inspection agency (TÜV or DEKRA) and the stability and rigging will be checked by an appointed structural engineer. Koelncongress requests inspections based on the corresponding written information and plan documents from the organiser and, in each case, at their expense. Koelncongress will schedule the inspection dates with the relevant agencies. The organiser shall be informed of scheduling and shall send a person authorised and entitled to give instructions for the event (usually the event manager). The organiser's responsibility to ensure the safety of the event and compliance with Safety Regulations and/or Technical Guidelines remains unaffected.

4.3 All deviations and defects found during the inspection must be remedied by the start of the event at the latest. The organiser is obliged to perform inspection of the exhibitors. Koelncongress, the legal board of construction and the fire brigade perform random inspection to ensure any deficiencies have been remedied. Deficiencies that are not remedied may result in restriction or cancellation of the event.

4.4 All objects and materials brought in during the period of use (trade fair stands, superstructures, decorations, etc.) must be removed completely by the agreed end of use and the original condition must be restored. Once the period of use has expired, the objects can be removed at the organiser's expense. Implicit extension of the contract term by continuing use after the end of the agreed term is expressly excluded.

§ 5 Fees and payment

5.1 The contractually agreed fees and payment deadlines are set out in Section 2 of the contract. All prices are subject to the applicable statutory sales tax.

5.2 Koelncongress is entitled to raise the respective prices by any increases in its own actual costs as a result of higher manufacturing, procurement and labour costs as well as energy costs, fees, taxes and other public charges at the venue. The maximum possible increase of the individual prices in the period between the conclusion of the contract and the event is limited to 5% for more than 9 months, 7.5% for more than 18 months and 10% for more than 24 months.

5.3 Payments shall be made without deductions to one of the Koelncongress bank accounts indicated on the invoice. Invoices can be sent electronically as a PDF file in accordance with Article 233(1) sentence 2 of the VAT Directive. Objections to invoices must be made in writing to Koelncongress within a limitation period of 14 days after receipt of the invoice.

5.4 In the event of payment after the due date or other default in payment, the claims of Koelncongress shall be determined in accordance with § 288 of the German Civil Code (BGB).

§ 6 Rights of reduction, offsetting and retention

The organiser shall only be entitled to rights of reduction, offsetting and retention vis-à-vis Koelncongress if the respective counterclaims have been legally established, are undisputed or have been recognised by Koelncongress. The organiser's claims for repayment according to § 812 of the German Civil Code (BGB) remain unaffected. Reduction of fees due to material defects can only be considered if Koelncongress has been notified in writing during the term of the contract of the intention to reduce the fees.

§ 7 Advertising, exploitation rights

7.1 Rental of advertising space in the area of the Cologne trade fair grounds is handled exclusively by Koelncongress.

7.2 The organiser has access to exhibitor advertising space and modern, high-profile advertising tools from Koelncongress and Koelnmesse GmbH, both within and surrounding the trade fair grounds. The prices for renting the advertising space will be sent to the organiser upon request with separate information for viewing and ordering. The organiser is permitted and at liberty to further market the advertising spaces among their exhibitors and to resell these spaces according to their own price calculation. All assembly and disassembly work on these advertising spaces may only be carried out by Koelncongress.

7.3 Advertising materials can be set up in other Koelncongress venues for the respective event by individual arrangement.

7.4 The use of hall ceilings, outer wall surfaces of the building as well as the ceilings and wall surfaces outside the contractual object, in particular in general traffic areas and entrance areas for the purpose of advertising requires the prior written consent of Koelncongress.

7.5 The reproduction of protected trademarks or logos of Koelncongress, as well as of companies affiliated with Koelncongress (including the figurative marks of the individual venues) requires the prior written consent of the respective trademark owner.

7.6 The type and content of advertising for the event is otherwise the sole responsibility of the organiser. Koelncongress has the right to cover advertising material present on the premises if there exists a competitive relationship to subjects of the organiser's advertising. The organiser must obtain prior consent from Koelncongress to remove or cover existing advertising. Unauthorised posters are prohibited and oblige the organiser to removal and payment of damages.

7.7 The contracting parties undertake to make it clear and unambiguous in all advertising measures, in particular in all publications and discussions, that the contracting party and not Koelncongress is the organiser of the respective event. This must be indicated on all printed matter, posters, admission tickets, invitations, etc.

7.8 The timely registration and payment of fees for the performance or reproduction of works protected by ancillary copyright with the collective rights management organisations GEMA or GVL are the sole obligations of the organiser. This applies accordingly to any obligations to other collecting organisations.

The organiser must meet all of its obligations under the German Artists' Social Security Act (Künstlersozialversicherungsgesetz). As such, they indemnify Koelncongress against all claims in this respect. This applies accordingly to any obligations to other collecting organisations. Koelncongress is entitled to provide information to GEMA, GVL or other collecting organisations pertaining to the organiser as well as the type and time of the event.

7.9 Koelncongress is entitled to refer to the event in its programme of events, in all analogue and digital advertising media unless it is a private event (e.g., wedding, graduation ball, birthday) or the organiser does not object to this in text form.

§ 8 Management, services

8.1 Management and supply in the areas of

- Food services
- Security and event protection
- Security service manager and staff
- Dog handlers with explosives detection dogs
- Safety services
- Traffic control and car park management
- Logistics and traffic assistants

- Section manager and gate attendance
- Hall technology service
- Safety specialists and assistants
- General hall guard/inspector
- Stand security
- Installation and operation of telephone connections
- Medical and rescue services
- Coat check services
- Electrical and plumbing installations
- Expert approval (e.g., electrical installations, statics)
- Suspensions
- Disposal
- Cleaning of hall and outdoor areas
- Signage including production of the signs

are provided exclusively by qualified Koelncongress and Koelnmesse GmbH service partners based on existing framework agreements. The organiser is not entitled to provide the corresponding services themselves or to have them supplied by their own service providers. They must make use of the service partners of Koelncongress and Koelnmesse GmbH. Orders for the above services are made through Koelncongress at the organiser's expense.

8.2 There are also framework agreements with service partners, in particular for the following services:

- Services of the trade fair forwarding agents,
- Carpentry work,
- System stand assembly and disassembly,
- Stand wall assembly and disassembly,
- Painting,
- Wallpapering,
- Stand signage,
- Furniture rental,
- Refrigerator rental,
- Floral decorations,
- Public address system,
- Hostesses and
- Cashiers.

Orders for the aforementioned services are placed through Koelncongress according to defined terms and conditions.

8.3 The organiser is not permitted to order for-fee services of any kind (photographers, flower sellers, showmen, etc.) to their events or engage in commercial activities themselves beyond the immediate execution of the event without the prior written consent of Koelncongress. If approved by Koelncongress, percentage shares of the sales revenue, which shall be determined separately, shall be transferred to Koelncongress. This applies in particular to the sale of merchandising as part of an on-site event.

8.4 Koelncongress is entitled to prescribe in particular the following obligatory quality standards for design measures:

- Design of interior and exterior signage in compliance with the current design guidelines for the guidance and information system of Koelncongress and Koelnmesse GmbH.
- Use of the dynamic displays for traffic control measures.
- Use of designated taxi parking areas.

8.5 Postal items for exhibitors can be delivered by the postal service if the address also includes the name of the event as well as the hall and stand number. It is advisable to make arrangements with Post AG.

§ 9 Special organiser obligations

The special organiser obligations according to clauses 9.1 to 9.7 are basic contractual obligations which, in the event of non-fulfilment, may lead to the restriction or cancellation of the event.

9.1 Compliance with legal regulations, exemptions from the State's bank holiday law

The organiser shall be responsible for compliance with any official permits, approvals and exemptions that may be required, as well as for compliance with all statutory regulations of the Federal Republic of Germany pertaining to their event, unless otherwise stipulated in the contract. For events that are to take place on Sundays and public holidays, the organiser is responsible for applying for exemptions in accordance with the State Law on Sundays and Public Holidays (Feiertagsgesetz). Classification of events as trade fairs and exhibitions according to commercial law

and the associated exemptions according to the aforementioned Law on Public Holidays is also the sole responsibility of the organiser. Insofar as the organiser intends to hold their event on a Sunday or public holiday, it is recommended that they make a preliminary inquiry with the competent authority before concluding the contract. In any case, the organiser shall bear the risk of non-approval. This even applies if Koelncongress agrees to submit the application for the organiser or to forward documents to the responsible authorities.

9.2 Safety concept

Insofar as it is required to ensure the safety of the event, the organiser shall, by order of the authorities and/or at the request of Koelncongress, prepare a special safety concept in accordance with § 43 of the Special Construction Ordinance and shall coordinate this concept with the authorities and Koelncongress. The organiser bears all costs and the risk associated with approval. For each event, the organiser shall be obliged to submit a data sheet specified by Koelncongress for safety evaluation of the event, completed in full and signed so as to be legally binding, to Koelncongress for review no later than 3 weeks prior to beginning set-up.

Additional requirements for safety and fire protection for an event may be imposed by the building authorities, the police, the fire protection services and/or by Koelncongress if increased risks to people and property result from the type or scope of the planned event. The organiser shall bear any additional costs and expenses caused by this.

9.3 Responsibility for event/traffic safety

The organiser shall be responsible for the entire programme of events as well as the safe and smooth running of the event. They shall be responsible for the safety of the stand structures, equipment, decorations, superstructures, podiums, rigging, cables and technical installations they install themselves or have installed by vicarious agents (exhibitors, employees, commissioned companies, etc.) within the contractual object. With regard to all objects and materials brought in, they must comply with the requirements of the Special Construction Ordinance (SBauVO) as well as the Safety Regulations and/or Technical Guidelines and ensure compliance with them vis-à-vis their exhibitors. In particular, this includes contractual stipulation of compliance with the Safety Regulations and/or Technical Guidelines including the House Rules and Regulations contained therein, as well as the regulations of the Koelncongress Service Package in a binding manner vis-à-vis their exhibitors and event participants, and checks to ensure this compliance on site.

Furthermore, the organiser assumes the obligation to ensure traffic safety for paths and areas within the provided event premises. The organiser shall bear any costs incurred for the performance of clearing and gritting services in the event of snow and ice for the duration of the event.

9.4 Fire safety watch, ambulance and rescue service

Depending on the type and size of the event and the specific venue, Koelncongress shall arrange for the appointment of a fire safety watch, an ambulance service and a rescue service at the expense of the organiser based on the safety concept. The scope of these services (number of support staff members and equipment to be provided) depends on the type of event, the number of expected visitors, the event-specific risks and the official stipulations in each individual case. The organiser shall bear all costs associated with these services.

9.5 Security service

Only qualified personnel from Koelncongress and Koelnmesse GmbH's service partners, who are sufficiently familiar with the place of assembly and its evacuation procedures, may be deployed as security personnel. The size of the required security staff is determined by the type of event, the number of expected visitors, potential event risks and by any additional requirements of building authorities and the authorities responsible for public order, and is bindingly specified for the contractual partner. The safety and security staff shall be responsible in particular for complying with all duties laid down in the SBauVO. Koelncongress shall arrange for the appointment of the security service at the organiser's expense. The organiser will be notified of the anticipated fees as part of the ancillary costs offer or upon request if such an offer is not available, and will be billed with the final invoice.

The security services do not include guarding of the provided halls and trade fair stands. Guarding of halls and trade fair stands by qualified security personnel is carried out at the request and expense of the organiser and/or their exhibitors. Only qualified personnel from Koelncongress and/or Koelnmesse GmbH's service partners may be deployed for security purposes.

9.6 Event manager according to § 38 paragraphs 2 and 5 of the Special Construction Ordinance (SBauVO)

The organiser shall inform Koelncongress in writing of the representative authorised to make decisions, who shall perform the role and tasks of event manager for the organiser as stipulated by North Rhine-Westphalia's Special Construction Ordinance (SBauVO) in accordance with these General Terms and Conditions for Events. Koelncongress shall provide a Service Manager, who also assumes event management tasks as stipulated by North Rhine-Westphalia's Special Construction Ordinance (SBauVO). The specific division of the individual tasks can be found in the appendix of the production data sheet provided by Koelncongress as needed.

The representative of the organiser authorised to make decisions is obliged to participate in the inspections and acceptances specified in § 4. The representative of the organiser authorised to make decisions will be familiarised by Koelncongress with the procedures and facilities relevant to the safety of the event and are required to attend safety meetings. They must be present and available at all times during the entire event. They must make any necessary decisions in coordination with Koelncongress, the authorities, and external auxiliary forces (in particular the fire brigade, police, building code office, public order office, ambulance and rescue service) (Section 38 (3) and (5) of the Special Construction Ordinance). They are obliged to discontinue event operations if a hazard to persons in the place of assembly makes this necessary and if operating regulations are not complied with (Section 38 (4) and (5) of the Special Construction Ordinance). In addition to Koelncongress, the representative of the organiser authorised to make decisions shall have domiciliary rights within the provided space to the extent necessary for safe implementation of the event. They are obliged to enforce visitor compliance with the House Rules and Regulations as well as enforce compliance with the Safety Regulations and/or Technical Guidelines.

The representative of the organiser authorised to make decisions is obliged to be present at all safety meetings, especially those deemed necessary by the fire brigade and/or police and/or Koelncongress/Koelnmesse GmbH.

9.7 Responsible specialists for event technology according to § 40 of the Special Construction Ordinance

If the organiser or companies directly commissioned by the organiser erects special areas as stage areas for the event and/or sets up stage, studio or lighting equipment for the event, the organiser shall provide the required number of "persons responsible for event technology or specialists for event technology" at its own expense in accordance with Section 40 (2) to (5) of the Special Construction Ordinance (SBauVO). Koelncongress must be provided with the names of these specialists as well as proof of their qualifications. Koelncongress shall provide a person responsible for the event technology and safety equipment provided by Koelncongress and used by the organiser.

9.8 The organiser's communication manager

The organiser is obligated to report any incidents that occur during the event duration including the set-up and dismantling period, which are likely to disrupt or impair the safe, smooth running of the event to Koelncongress without delay, and to Koelnmesse GmbH at the request of Koelncongress. This also includes media-relevant events. In such cases, all internal and external communication – in particular, communication relevant to the press and authorities – must be carried out in coordination with Koelncongress and Koelnmesse GmbH.

For this purpose, the organiser must name in writing to Koelncongress a person responsible and authorised to make decisions from the beginning of the set-up phase until the end of the dismantling phase. This person must be present in the place of assembly throughout the duration of the event. In the event of an incident, this person is obliged to ensure that the organiser provides Koelncongress and Koelnmesse GmbH with complete and immediate information as the communications interface.

The event manager to be appointed in accordance with 9.6 can assume the function of the communication manager if they have the appropriate qualifications and decision-making authority. Assumption of this role is to be confirmed in writing by the organiser.

The communication manager, if not simultaneously embodied by the event manager, is also required to be present at all safety meetings, especially those deemed necessary by the fire brigade and/or police and/or Koelncongress.

9.9 Noise Protection

The noise limits applicable to the trade fair grounds allow for set-up and dismantling as well as implementing fair-like events. With regard to the other venues, the respective applicable noise limits resulting from the location must be taken into account. Koelncongress and Koelnmesse GmbH advise the event organiser in advance of the events as to whether their event may require a prior additional noise survey.

The organiser shall ensure there are no unacceptable violations of the noise limits required by law or the limits for residents in the vicinity of the trade fair grounds as required by the additional noise report. They have to organise the setup and dismantling for their organisers and their event so as to ensure the limit values are not exceeded.

If Koelncongress or Koelnmesse GmbH determine that the permissible emission protection values have been exceeded, they are entitled to demand that the organiser and its exhibitors immediately cease any noise-causing activities.

The organiser shall bear any fines or administrative offence notices, or provide Koelnmesse GmbH or Koelncongress with compensation for these.

9.10 Smoking ban

A comprehensive smoking ban applies to all premises of the Koelncongress venues. The organiser is responsible for enforcing the smoking ban vis-à-vis its exhibitors, visitors and contracted service companies. In the event of violations, it shall implement the measures necessary to prevent further violations. Violations of the Non-Smoker Protection Act of North Rhine-Westphalia may result in handling as an offence. The organiser shall be obliged to compensate Koelncongress and Koelnmesse GmbH for any associated costs.

§ 10 Liability of the organiser

10.1 The organiser is liable to Koelncongress for damages caused by the organiser themselves, their vicarious agents, exhibitors, guests or other third parties in connection with the event.

10.2 The organiser irrevocably indemnifies Koelncongress against all claims arising from the fact that the event or advertising of the event violates the rights of third parties (in particular copyrights, image and naming rights, trademark rights, competition rights, personal rights) or other legal regulations. This obligation to provide indemnification also extends to any warning, court and legal fees incurred.

10.3 The organiser shall indemnify Koelncongress and Koelnmesse GmbH as the operator of the place of assembly against all claims asserted by third parties in connection with the event, insofar as these claims are the responsibility of the organiser, their vicarious agents, or their exhibitors, guests or visitors. This obligation to provide indemnification also extends to official fines (e.g. for blocking escape routes) that may be imposed on the operator of the place of assembly in connection with the event.

The obligation to provide indemnification does not apply if the damage to property or financial loss was caused by a grossly negligent or intentional breach of duty or, in the case of personal injury, by a breach of duty for which Koelnmesse GmbH or Koelncongress employees are responsible.

10.4 The organiser is obliged to take out an organiser's liability insurance policy for their event, including the periods for setting up and dismantling the event, with an appropriate coverage amount of at least

- €10 million lump sum for bodily injury and property damage, maximised two-fold for all loss incidents within the contractual period
- €1,000,000 for financial losses, maximised two-fold for all loss incidents within the contractual period

and prove this to Koelncongress by submitting the insurance policy no later than one day before the start of construction unless the parties contractually agree on lower amounts of coverage.

§ 11 Liability of Koelncongress

11.1 Strict liability of Koelncongress for damages for initial defects of the provided contractual object is excluded.

11.2 Koelncongress assumes no liability for the loss of objects, equipment, superstructures and other valuables brought in by the organiser or by exhibitors and third parties, insofar as Koelncongress has not assumed safekeeping subject to payment. Express reference is made to the possibility of commissioning hall and stand guards for a fee.

11.3 Claims for damages due to repairs or structural changes that are necessary for the maintenance and expansion of the contractual object, for the prevention of dangers or for the elimination of damage are excluded. The right to reduce agreed charges remains unaffected.

The organiser is aware of possible impairments in the venues, e.g. due to building projects. In this respect, impairments due to building projects can still be expected after the start of the contract. These are to be accepted insofar as they do not significantly impair the use of the area. Claims made by the organiser based on the aforementioned impairments are excluded.

11.4 If and insofar as Koelncongress provides water, district heating, gas and electricity from the supply networks of utility companies, the organiser will not assert any further claims for damages in the event of liability on the part of Koelncongress in the event of service disruptions than those to which Koelncongress is entitled from the respective utility company in accordance with the relevant provisions. The organiser shall immediately report any damage in writing to both Koelncongress and directly to the supplying utility company.

11.5 Koelncongress shall not be held liable for any damage resulting from properly exercising its discretionary powers to maintain safety and order.

11.6 Claims for damages by the organiser in general, including those arising from pre-contractual obligations and impermissible acts, can only be asserted insofar as they result from

1. intent or gross negligence on the part of Koelncongress or its vicarious agents, or the negligent breach of an essential contractual obligation by Koelncongress or its vicarious agents, or
2. a negligent breach of duty by Koelncongress or its vicarious agents resulting in injury to life, limb or health, or
3. the absence of a warranted characteristic of the contractual object, or
4. a mandatory legal liability of Koelncongress or its vicarious agents.

In the event of a breach of material contractual obligations, the liability of Koelncongress for damages in cases of ordinary negligence shall be limited to the direct average damage that is foreseeable and typical for the type of agreement.

11.7 Insofar as liability is excluded or limited in accordance with the provisions of these terms and conditions, this shall also apply to the vicarious agents and assistants of Koelncongress.

§ 12 Extraordinary termination

12.1 Both contracting parties shall only be entitled to extraordinary termination for good cause. Good cause shall be deemed to exist for Koelncongress in particular in cases of

- violation of contractually agreed payment obligations despite reminder;
- change of the event concept according to § 3 number 3.1 without the consent of Koelncongress;
- transfer of the halls, rooms and areas designated in the contract to third parties in accordance with § 3 number 3.2 without the prior written consent of Koelncongress;
- lack of official permits and authorisations for the event;
- violation of regulatory requirements/permits;
- violation of legal regulations concerning the safety of the event, especially violations of the Special Construction Ordinance (SBauVO);
- violation of the rights of third parties by the event;
- threats to public safety and order;
- opening of insolvency proceedings against the assets of the organiser or rejection of an application for the opening of insolvency proceedings for lack of assets as well as the submission of an affidavit of financial circumstances by the organiser;
- the organiser's default on payments from other contractual relationships with Koelncongress or affiliated companies;
- concealment at the conclusion of the contract, in particular when stating the purpose of use in the contract, that the event will be held by a "radical political or pseudo-religious" association.

12.2 If Koelncongress exercises its extraordinary right of termination, it shall retain the right to receive payment of the agreed fees.

§ 13 Force majeure

13.1 Force majeure is defined as an external event affecting the contractual relationship that cannot be foreseen and cannot be averted even by exercising the utmost reasonable care within the scope of an economically justifiable effort.

For the period in which force majeure exists, both contracting parties shall be released from the obligation to perform their contractual obligations. Services rendered prior to interruption of performance shall be remunerated.

13.2 The cancellation of artists and participants of the event, weather bottlenecks such as ice, snow, thunderstorms as well as external events affecting the event, such as protests, threatening calls, the finding of so-called suspicious objects, or pandemics are within the organiser's sphere of risk. It is recommended that the organiser take out cancellation insurance for their event to the extent they can cover the financial risks associated with a possible cancellation or termination of their event.

§ 14 House rules and regulations, exercising domiciliary rights

14.1 Koelnmesse GmbH's current House and Ground Regulations for the trade fair grounds apply to the entire grounds including all halls, rooms and open spaces. These are available using the following link: [House and Ground Regulations of Koelnmesse](#) and are also part of the Technical Guidelines (Section 1.2). They are also displayed in the entrance areas of the trade fair grounds. For venues not located on the trade fair grounds (Gürzenich, Flora, Tanzbrunnen, Rheinterrassen and KM 689), the current Koelncongress house rules and regulations apply, which can be accessed via the following link: [House Rules and Regulations Koelncongress GmbH](#). The organiser and its event manager are obliged to ensure exhibitor and visitor compliance with the respective house rules and regulations. In addition to Koelncongress, they are entitled to exercise domiciliary rights for the duration of the event.

14.2 In addition to the organiser and event manager, Koelncongress and the persons authorised by it shall continue to have domiciliary rights on the trade fair grounds for the duration of usage. The persons authorised by Koelncongress must be granted unobstructed access to all premises and areas at all times within the scope of exercising these domiciliary rights.

14.3 In the event of violations of safety-related regulations and in the event of particular danger to persons, Koelncongress may demand and enforce restriction of the event and, if necessary, the immediate evacuation of halls and areas.

14.4 For the other venues, the house rules and regulations attached to the contract apply in each case. 14.2 and 14.3 apply accordingly.

§ 15 Place of performance, place of jurisdiction, severability clause

15.1 The place of performance for all claims arising from the contract is Cologne.

15.2 The above provisions shall be subject to the laws of the Federal Republic of Germany. If the organiser is a businessperson or has no general place of jurisdiction in the Federal Republic of Germany, Cologne is agreed as the place of jurisdiction for all disputes arising from or in connection with this contract.

15.3 Should individual clauses of these General Terms and Conditions be or become invalid, this shall not affect the validity of the remaining provisions of the contract. In this case, the invalid provision shall be supplemented or amended in such a way as to achieve its intended purpose.

As of: January 2025

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